



BnB Sure

Policy Document

Protection of Personal Information

We at Bryte, respect your constitutional right to privacy. We are committed to and bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI") regarding the acquisition, usage, retention, transmission and deletion of your personal information. We will check and validate the information you provide through legal means. We have high level security measures in place to protect your personal information.

Your personal information herein collected is for the primary purpose of providing you with insurance cover and for all other activities and processes incidental to and relevant to this purpose. Your information shall be kept confidential, however, we shall disclose it to certain third parties as required and other insurers for the specific purpose of insurance and to reduce and prevent any form of fraudulent activity. Sharing of information includes, but is not limited to, information sharing as arranged via the South African Insurance Association.

You hereby give consent and fully understand the reason for Bryte to process, use, share and retain your personal information for its designated purpose and you confirm the accuracy of the information.

You may request Bryte to amend, update, change or correct your personal information processed by us by sending a request to your broker or your nearest Bryte offices

For a full version of the Consent to process Personal Information is available on this link (<http://www.brytesa.com/forms/personal-information/>) for download

Should you decide to cancel this insurance contract you further consent to Bryte retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only.

Should you decide not to accept the proposal, the information collected, will be de-identified and only used for statistical and research purposes.

Your Bryte BnB Sure short-term insurance policy

1. The policy is your contract

This policy is an insurance contract with Bryte Insurance Company (Bryte). We pay all valid claims if you comply with the terms and conditions of this policy. There are events and items that we do not cover, or that we only pay a maximum amount for.

2. Three sets of information make up this contract

Your policy is made up of the three sets of information: the policy terms and conditions, the policy schedule and the proposal information. These three sets of information are the whole contract with us. Only promises and statements contained in these three documents form part of the policy.

2.1 Policy terms and conditions (this document)

This document sets out the policy terms and conditions. They include your rights and duties, our rights and duties, how to claim, and events and items that we do and do not cover.

2.2 Policy Schedule

The policy schedule contains information that is particular to your business. It includes the type of cover, the amounts covered for, the premiums payable and the excesses that apply.

2.3 Proposal information

This is also information that is particular to your business. Proposal information is the information that is given to us about you when you propose for cover. We use your proposal information to calculate the cover that you receive and the premiums that is payable.

Index

| | |
|---|-----|
| General exceptions | 3 |
| General conditions | 8 |
| General provisions | 12 |
| Backpackers, holiday homes and short term rental properties endorsement | 15 |
| Buildings section | 17 |
| Contents section | 24 |
| Theft section | 36 |
| All risks section | 37 |
| Electronic equipment section | 40 |
| Liability section (occurrence basis form) | 43 |
| Extended passenger liability section | 53 |
| Business interruption section | 56 |
| Money section | 62 |
| Motor section | 65 |
| Accounts receivable | 75 |
| Fidelity section | 77 |
| Personal accident section | 82 |
| Pleasurecraft section | 87 |
| Burial costs section | 92 |
| Guests' medical evacuation section | 95 |
| Tax & CPA legal costs section | 99 |
| Cyber funds protect | 104 |
| Hospitality assist | 110 |
| SASRIA Limited | 114 |
| SASRIA Limited | 116 |
| SASRIA Limited | 119 |

General exceptions conditions and provisions

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the 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.

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

General exceptions

1. War, riot and terrorism

- a. This policy does not cover loss of or damage to property related to or caused by
 - i. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing.
 - ii. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - iii. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege 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 1(a) (i), (ii), (iii), (iv), (v) or (vi) above. If the company alleges that, by reason of clause 1(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. This insurance does not cover loss 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 exclusion, an act of terrorism includes, without limitation, the use of violence or force, including the use of chemical or biological substances, 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 with the intention to influence any Government or for the purposes of inspiring fear in the public or any section thereof.

2. Nuclear

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

- a. ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- b. nuclear material, nuclear fission or fusion, nuclear radiation;

- c. nuclear explosives or any nuclear weapon;
- d. nuclear waste in whatever form; regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this exception only, combustion shall include any self-sustaining process of nuclear fission. Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this insurance does not cover loss or damage 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 use of nuclear fuels, nuclear explosives or any nuclear weapon.

Definitions

“Nuclear material” as defined in Nuclear Materials Act 1975.

“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 Nuclear Materials Act 1975.

“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 explosion involving the release of energy by nuclear fission or fusion or both.

“Nuclear weapon” means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

3. Total asbestos exclusion

Notwithstanding any provision of this policy including any exclusion, exceptions 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.

4. Computer losses

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

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

- a. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or 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 recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date,
- 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 correctly to 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 programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, 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 unauthorised code or instruction including any Trojan virus, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

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

5. Detention, confiscation and forfeiture

This Policy does not cover any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, South African Police Service, crime prevention units or other official or authorities.

6. Sanctions clause

Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

7. Communicable disease exclusion

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of, attributable to, resulting from, originating from, occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. 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:
 - 3.1 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
 - 3.2 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
- 3.3 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 insured hereunder.

4. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
5. All other terms, conditions and exclusions of the policy remain the same. If the Insurer alleges that by reason of this exclusion, any loss, damage or liability is not covered by this Policy the burden of proving the contrary rests on the Insured.

8. Property cyber and data exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
9. This exclusion does not apply to the Cyber Funds Protect section contained in this policy wording.

9. Pollution and contamination exclusion

1. This Contract shall not cover any loss or damage due to contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or damage arises as a direct consequence of
 - a. the perils
Fire, Lightning, Explosion, Impact of Aircraft
Vehicle Impact, Sonic Boom
Accidental escape of water from any tank apparatus or pipe
Riot, Civil Commotion, Malicious Damage
Storm, Hail
Flood, inundation
Earthquake
Landslide, Subsidence
Pressure of Snow, Avalanche
Volcanic Eruption or
 - b. a physical damage of the type insured by the original policy which occurred on the insured premises.
3. If a peril not excluded from the original policy arises directly from pollution and/or contamination any loss or damage arising directly from that peril shall be covered.
4. All other terms and conditions of the Contract shall be unaltered and especially the exclusions shall not be superseded by this clause.

General conditions

1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. Other insurance

If, at the time of any event giving rise to a claim under this policy, any 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.

Notwithstanding the foregoing, the Liability Section of this Policy does not cover any expense or liability covered under or indemnified by any other policy of insurance, however, this exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other policy of insurance.

3. a. Cancellation and variation to cover

This policy or any section may be cancelled, varied or changed at any time by the company giving 31 days' notice in writing (or such other period as may be mutually agreed). The insured can cancel the policy with immediate effect.

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, unless cooling-off rights apply.

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

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

c. Cease operation

In the event that the insured ceases operating as an establishment as described on the schedule of this policy, this policy will be cancelled and of no further effect from the end of the month that such operation ceased unless agreed to the contrary by the company in writing. Any premium paid to the company after the date of cancellation will be refunded in full to the insured.

d. Change in circumstances

In the event that the insured has a change in circumstances, the company needs to be notified in writing before such change occurs to ensure continuation of cover. The company will confirm in writing whether the change in circumstances have been accepted. If the risk has materially changed, the company may increase or decrease the premium, add or remove special terms and conditions. If the company is not advised of any change we may decline to indemnify or compensate the insured for any loss, damage or liability.

4. Prevention of loss

The insured shall take all reasonable steps and precautions to prevent accidents or losses including but not limited to compliance and adherence to laws and regulations which are material to the risk.

The insured warrants that all laws, regulations, by-laws and rules that apply to any 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 the policy is issued, or are enacted after that date) shall be adhered to at all times. The failure to adhere to any applicable law, regulation, by-law or rule shall entitle the insurer to reject any claim where such failure is material to the claim.

5. Claims

- a. On the happening of any event which may result in a claim, including circumstances which might reasonably be expected to give rise to a claim under this policy the insured shall, at their own expense
 - i. within 30 days (or any longer period agreed by the company in writing) after the event submit to the company full details in writing of any claim and provide particulars of any other insurance covering such events as are hereby insured.
 - ii. within 7 days (or any longer period agreed by the Company in writing) after the event inform the police of any claim involving theft or (if required by the company) loss of property and take all reasonable steps to discover the guilty party and to recover the stolen or lost property.
 - iii. give the company such proof, information and sworn declarations as the company may require and forward to the company immediately 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 shall be payable unless the Insured appeals to the Company to reverse its decision within 90 (ninety) days of the rejection of the claim in writing. In the event of a further rejection of the claim in writing during the 90 (ninety) day period, legal process must be served on the Company within an additional 6 (six) months of expiry of the 90 (ninety days) (or as amended by legislation from time to time) from original rejection and such proceedings must be pursued to finality.
- c. 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.
- d. Wear and tear or any gradual deterioration, defective design, loss occurring over a period of time or consequential loss of any nature will not be covered in terms of the policy.
- e. Any claims arising out of the loss or damage caused by vermin, rodents or the like is excluded.

6. 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 authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy
 - i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be agreement by the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not.

- 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 its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured nor shall any costs be incurred 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 indemnity of the insured whether such things shall be required before or after such indemnity.
- 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 (unless stated otherwise in any particular section or agreed by the company) provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the company shall thereafter not be under further liability in respect of such event.

7. Fraud

If any claim under this policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any accident, loss, destruction, damage or liability be occasioned by the wilful act or with the connivance of the Insured all benefits under this Policy shall be forfeited.

8. Reinstatement of cover after loss

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.

9. 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.

10. No rights to other persons

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

11. Dispute

This Policy shall be governed by South African Law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this Policy, it is understood and agreed by both the Insured and Insurers that the dispute will be referred to non-binding Arbitration at a convenient venue for both parties. Arbitration shall be initiated by the delivery of a written notice of request for Arbitration by one party to the other. Each party shall bear the expenses of its own representation and shall jointly and equally bear with the other party the expenses of the Arbitration. Failing mutual agreement on a suitable Arbitrator, an Arbitrator shall be appointed by application to the President of the Law Society of South Africa.

If arbitration cannot resolve the dispute then such dispute shall be submitted to the exclusive jurisdiction of the Courts of South Africa. Both parties agree to comply with all requirements necessary to give such court jurisdiction.

12. Property covered

This policy applies only to such cover as is set out in each Section of the policy arising

- a. in the ordinary course of being an accommodation establishment and for the services and activities ordinarily offered by the type of establishment as described in the schedule of this policy but specifically excluding any services or activities not ordinarily offered by the type of establishment listed in the schedule unless disclosed to us and agreed to in writing by us.
- b. out of the personal effects and goods of the owner or permanent manager of the accommodation establishment as described in the schedule of this policy.
- c. Cover will not be provided for tenants with long term or short term lease agreements or contracts unless specifically insured and agreed.

13. Value Added Tax is Included

All amounts referred to in this policy include VAT. The amounts include:

- a. Premiums;
- b. Maximum amounts to cover;
- c. Amounts we pay out;
- d. Excesses

14. Arbitration

Should any difference arise between the Company and the insured or any claimant as to the amount of any claim under this policy the same shall be referred to arbitration in accordance with the statutory provisions in force at the time and the obtaining of any award shall be a condition precedent to any right of action against the Company.

General provisions

1. Claims preparation costs

The insurance under each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the company in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim shall not exceed in respect of a particular section, 10% of the sum insured or limit of indemnity on the item affected, 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 finalisation 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 on 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 specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

- a. Bed & Breakfast - A bed and breakfast (or B&B) is a smaller lodging establishment that offers overnight accommodation and breakfast, but usually does not offer other meals. These types of lodging are usually privately owned and have owners or managers living on the same premises, either in the same building or an adjacent building.
- b. Accommodation – A room to stay overnight or temporarily for a fee in an equipped bed & breakfast establishment.
- c. Other facilities – This would mean anything besides bed & breakfast i.e. dinners, restaurants, conference, spa or weddings etc.
- d. Other activities – This would mean anything besides normal activities associated with a bed & breakfast i.e. bike riding, canoeing, team building or horse riding etc.
- e. Backpackers and holiday homes endorsement

The Backpackers and Holiday Homes endorsement forming part of this policy shall apply to any insured premises stated on the schedule of the policy to be either a Backpackers establishment, Holiday Home, Self-catering, Air BnB or short term rentals.

f. Vacant and/or unoccupied

The words “vacant” and/or “unoccupied” contained in the printed policy wording shall be defined as meaning the following:

VACANT: Completely empty of either goods or persons legally entitled to be on the premises described in the schedule.

UNOCCUPIED: The premises specified in the schedule is furnished but no person legally entitled to be on the premises is on such premises.

g. The company

The word “Company” or “Insurers” contained in the printed policy wording is defined as the insurer as stated on the relevant section on the schedule forming part of this policy.

h. Accidental damage

An unintentional and non-deliberate one-off incident that harms your property or its contents

i. Insured

property belonging to the insured, which shall include members of the insured’s family normally resident with the insured or family members for which the insured is legally responsible, or full time managers of the B&B, unless otherwise stated in the schedule.

j. Bilking

The practice of leaving without paying the bill.

7. Holding covered

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

8. Schedule sums insured blank

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

- a. left blank or has no monetary amount stipulated against it;
- b. 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.

9. 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 that the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

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

10. Post-trauma Counselling

The company will pay the cost of trauma counselling as a result of any event following violence or the threat of violence or any event caused by external, sudden and/or visible means of a traumatic nature at the premises or as a result of the driving of any vehicle insured by this policy to the value of R3,000 for any one person and R15,000 for any one event.

11. Repairs and measures after loss

After loss or damage by any insured event

- a. the insured may, to minimise further loss, undertake temporary repairs and any measures necessary excluding the cost of a security guard covered by (b) (iii) of this extension up to an amount not exceeding R20,000 for the safety of the property insured.
- b. the company will pay the reasonable costs of
 - i. extinguishing a fire.
 - ii. emergency accommodation up to an amount not exceeding R10,000 whilst the property insured is uninhabitable and until alternative accommodation can be arranged.
 - iii. a security guard for the protection of guests and the premises for a period of up to 7 days or as agreed in writing by the company.

Backpackers, holiday homes and short term rental properties endorsement

Definition

1. A Backpackers establishment is an accommodation facility that primarily provides communal facilities, including dormitories that sleep no more than 8 people. Backpackers establishments may make meals, foodstuffs and/or catering facilities available to those who sleep there.
2. A Holiday Home and Short Term Rentals is a private type domestic residence that is hired out for the purposes of private accommodation, on a self-catering basis.

Exclusion

Any Backpackers establishment in excess of two (2) storeys in height and providing in excess of sleeping facilities for fifty (50) people. This endorsement shall apply to any establishment in terms of the DEFINITION above unless agreed by endorsement to the contrary by the company.

Defined events

1. Contents section
 - a. Defined event (g). of the contents section of this policy is amended to read:

Theft in respect of Backpackers establishments is limited to R10,000 unless such theft is accompanied by actual visible forcible and violent entry into the establishment. This limitation does not apply in respect of the property of the owner or manager of such establishment.
 - b. Theft in respect of Holiday Homes or Short Term Rentals is subject to an excess of R2,500 if such theft is the act of any tenant of the insured Holiday Home.

Conditions

1. When the buildings are untenanted theft cover will be subject to there being forcible and violent entry into and/or exit from the buildings
2. In the event of theft when the premises is left unattended a R5,000 theft excess is applicable to the contents section if the premises are left unattended for a period longer than 24 hours. However, this excess will be waived if the alarm system is activated and proof provided that a signal was received by the alarm company's control centre following a break-in.

Cancelled extensions

The following extensions of the Contents Section are cancelled in respect of this endorsement:

2. Loss of money (including Bilking)
11. Personal Effects of paying and non paying guests

Liability section

1. Indemnity to others

Clause 6 is deleted. This deletion is applicable only to Holiday Homes and Short Term Rentals.

Exclusions to Sub Section A

- a. Clause 1 is amended to read:

Liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the insured.

- b. Clauses 3. (a), 3. (b), 3. (c) and 3. (d) are deleted. (c). Clause 4 is amended to read:
Liability for loss or damage to personal effects, clothing or household goods of any description belonging to visitors and guests of the insured which are not specifically placed in the care, custody or control of the insured and for which a receipt is issued by the insured.
- c. Clause 5. (b) is amended to read:
Liability arising out of the use of watercraft.
- d. Clause 5. (c) is amended to read:
Liability arising out of the use by any person of a pedal cycle.
- e. Clause 5. (f) is amended to read:
Liability arising out of the use of any trampoline.

Buildings section

Defined events

Loss of or damage (damage) to the building(s) (situated at the address stated in the schedule including landlord's fixtures and fittings, garages, outbuildings, walls (excluding dam walls), gates and fences (other than hedges), structure or fabric of swimming pools (including filtration plant), sauna baths, tennis courts, borehole motors, squash courts, brick tar or concrete driveway paths or patios on the same premises as would normally be sold with the building) having walls of brick, stone or concrete and roofs of slate, tile, concrete, asbestos or metal unless otherwise stated, by:

1. Fire.
2. Lightning including loss or damage caused by "power surge" but such power surge damage is limited to R50,000 any one loss, unless stated to the contrary in the policy schedule. The Specific Condition (Condition of Average) contained in the printed wording shall not apply to "power surge".
3. Explosion.
4. Storm, wind, water, hail or snow excluding damage
 - a. to gates, fences (anything other than standard brick construction) and retaining walls, unless more specifically insured
 - b. caused by underground heave, tidal wave origination earthquake or volcanic eruption, or landslip or subsidence but this exclusion will not apply to the removal of land supporting the property insured by flowing surface water
 - c. to property by wear and tear or gradual deterioration
5. Earthquake.
6. Bursting, leaking or overflowing of water or heating installations or pipes including damage to the buildings from resulting from such installation or pipes.
7. Theft or attempted theft provided that if the building is vacant there is forcible and violent entry or exit but if the building is left vacant for more than 60 days in any one calendar year theft or attempted theft will not apply unless the company has given its prior consent in writing to extend cover.
8. Impact including the cost of removing any fallen trees or branches that caused damage to the buildings.
9. Breakage or collapse of radio or television aerials or masts including satellite dishes.
10. Loss or damage caused by deliberate, wilful or wanton acts (malicious damage) but excluding loss or damage by theft or attempted theft whilst the buildings are vacant.

Specific condition (condition of average)

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

Specific exceptions

This section does not cover:

1. property more specifically insured.
2. the insured building in respect of theft or attempted theft if the building is left vacant for more than 60 days in any one calendar year, unless the company has given its prior consent in writing to extend cover.

Extensions and clauses

1. Reinstatement value conditions

The insured may choose within six months of the date of damage to reinstate the property insured on the same site (or on another site and in manner suitable to the insured's requirements subject to the company's liability not being increased) as nearly as possible to its condition when new, provided:

- a. the reinstatement must be started and finished in a reasonable time, otherwise no payment will be made beyond the amount which would have been payable had these conditions not been incorporated in this section.
- b. the insured must have actually incurred the cost of reinstatement.
- c. if at the time of reinstatement, the cost, including the cost of demolition and professional fees, which would have been incurred had it been totally destroyed exceeds the sum insured at the time of destruction or damage, the insured shall be considered as being their own insurer for the difference and will bear a rateable proportion of reinstatement.

2. Capital additions

This section covers alterations, additions or improvements (but not appreciation in value in excess of the sum(s) insured) to the property insured for an amount not exceeding 20 percent of the sum insured thereon provided the insured advise the company of such alterations as soon as reasonably possible and pay any additional premium required.

3. Professional and other rebuilding costs

The company will pay costs necessarily incurred by the insured with its written consent

- a. in demolishing the property insured, removing debris from the site and erecting hoardings required for building operations;
- b. for architects' quantity surveyor's and consulting engineers fees;
- c. for local authorities' scrutiny fee;
- d. for complying with government or local authorities requirements.

Provided that the company is not liable to pay costs or fees to undamaged parts of the building, or costs incurred in complying with any government or local authority requirement notified to the insured before the damage occurred, but in no case exceeding 20 percent 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 claims.

4. Loss of rent

If the building becomes uninhabitable as a result of a defined event the company will pay the insured up to 20 percent of the sum insured. The amount payable will be based on

- a. the period necessary for reinstatement; and
- b. the annual rent of the building unfurnished or its equivalent rental value.
- c. the personal rental costs of the owner/manager and not the income revenue value of the B&B.

5. Public supply or mains connections

The company will pay for accidental damage to water, sewerage, gas, electricity and telephone connections for which the insured is legally responsible between the property and the public supply or mains connections.

6. Glass and sanitary ware

The company will pay for accidental breakage of:

- a. fixed glass including mirrors.
- b. fixed sanitary ware excluding chipping, scratching or disfigurement in the building unless it is vacant.

7. Mortgagee

The interest of any mortgagee is limited to an amount owing by the insured to the mortgagee in respect of the property insured and will not be invalidated by any act or omission of the insured which occurs without the mortgagee's knowledge ranks prior to the interest of the insured.

This extension is limited to the sum insured stated on the schedule of the policy and shall be subject to the Condition of Average.

8. Water-pumping machinery

The company will indemnify the insured for accidental damage (not wear and tear) to water pumping machinery or fixed filtration plant.

This extension does not cover automatic pool cleaners.

9. Subsidence or Landslip extension

Damage caused by subsidence or landslip provided that the Insured shall bear the first portion of each and every claim calculated at 10% of claim, up to a maximum of R100,000.

This extension does not cover

- a. damage to drains, water courses, boundary walls, garden walls, retaining walls, swimming pools, gates, posts or fences for an amount in excess of R50,000 in total whether this is the subject of the entire claim or portion of a claim originating from the same cause unless specifically insured
- b. damage caused by or attributable to:
 - i. faulty design or construction of or the removal or weakening of support to any building situated at the insured premises;
 - ii. workman engaged in making any structural alterations, additions or repairs to any buildings situated at the insured premises;
 - iii. excavation on or under land other than excavation in the course of mining operations.
- c. consequential loss of any kind whatsoever except when specifically insured under the Business Interruption section of this policy.

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.

10. Inflation protector (monthly policies only)

The sum insured under this section will be automatically increased to be commensurate with the trend in the rates of inflation and acquisition unless stated to the contrary in writing by the insured. The policy will be endorsed with the new sum insured at the annual anniversary date of the policy and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that sums insured represent the full value of the property insured at all times.

11. Accidental damage

The company will indemnify the insured for accidental damage to property insured. This extension does not cover

- a. consequential loss of any nature.
- b. loss, destruction or damage caused by or resulting from
 - i. wear and tear.
 - ii. depreciation.
 - iii. electrical or mechanical breakdown.
 - iv. rust, mildew, moth, vermin, insects, rodents.
 - v. scratching, denting or chipping.
 - vi. the insured's own domestic pets.

- vii. any gradually operating cause.
- viii. any process of dyeing, cleaning or renovating.
- ix. the action of light or atmospheric conditions.
- x. confiscation or detention by any process of law.
- xi. to articles of a fragile nature.
- xii. to garden furniture and equipment.

c. Items more specifically specified

The limit of indemnity in respect of each and every claim in terms of this extension is R25,000 but excluding the first R1,000 of each and every claim.

12. Clean up costs

The company indemnify the insured for the reasonable costs a professional clean up following death, suicide, attempted suicide, murder or assault on the premises of or by a paying guest provided

- a. the limit of indemnity will not exceed R15,000 and
- b. malicious damage is excluded

The company will pay the amount stated below in the event of fatal injury to the insured, a full time permanent employee of the insured or any temporary manager employed by the insured for a period of up to one calendar month (or as stated in the schedule) or any paying guest occurring in or about the building(s) caused by accidental violent external visible means which injury shall solely and independently of any other cause result in death within twelve months of such injury by:

- a. fatal injury – death by accident R20,000
 - b. death by thieves or fire R20,000
- in all not more than R20,000 per person

13. Locks and keys

The company will indemnify the insured up to a maximum amount of R15,000 for costs necessarily and reasonably incurred following loss of or damage to any locks or keys (including cardkeys and remote control devices) for the premises and its outbuildings.

14. Water leakage

The company will indemnify the insured up to an amount not exceeding R20,000 or as stated in the schedule against charges raised by a local authority for water lost through leakage from pipes on the insured's property provided that

- a. the consumption reading must be at least 50 percent more than the average of the previous four readings.
- b. the insured shall take immediate steps to repair the pipe(s) affected on discovery of a leak (by physical evidence or on receipt of an abnormally high water account).

This extension does not cover

- a. the cost of repairs to leaking pipes.
- b. more than two separate incidents in any period of twelve months.
- c. loss of water
 - i. as a result of leaking taps, water heating apparatus or toilet systems.
 - ii. from swimming pool structures or inlet or outlet pipes.
 - iii. whilst the property is unoccupied for a period in excess of 60 days.
- d. the first R1,000 of each and every claim.

15. Garden plants

The company will pay costs reasonably and necessarily incurred by the insured up to an amount not exceeding R10,000 for the replacement of trees, shrubs and plants and water features situated at the establishment stated in the schedule following damage as a result of fire, firefighting operations, explosion, impact by vehicles, aircraft other aerial devices or articles dropped therefrom or as a result of deliberate or wilful acts but excluding the first R1,000 of each and every claim.

16. External signs, blinds, canopies and outdoor furnishings extension

The insurance granted by this Section includes loss of or damage to fixed internal and external signs blinds, canopies and outdoor furnishings designed to be used in the open belonging to the Insured or for which the Insured is responsible up to an amount not exceeding R25,000 any one occurrence and in the annual aggregate unless more specifically insured in the schedule.

The insured shall be responsible for the first R1,000 of any claim.

17. Greening Extension

The company will indemnify the insured up to a maximum amount of R25,000 for loss by fire, storm or theft of any equipment, not otherwise insured or able to be insured in terms of a buildings policy, related to "Greening" such as Rainwater harvesting tanks, composters and the like from the insured premises. The insured will be responsible for the first R1,000 of any claim in terms of this extension.

18. Removal of vermin and pests extension

This Section extends to include costs incurred with the Company's consent for the removal of vermin and or pests, an infestation of which can be proven to be hampering the Insured from conducting their usual business activities, from the insured's fixed structures provided that

1. vermin and pests does not include any animals or mammals;
2. the sum insured shall not exceed R5,000 for any one event or series of events in any one (annual) period of insurance;
3. the Insured shall be responsible for the first amount payable of R250.

19. Removal of bees, wasps and hornets and fallen trees

The company will indemnify the insured up to a maximum amount of R5,000 for costs incurred in the removal of hives of bees or nests of wasps or hornets and any fallen trees at the premises stated in the schedule of the policy if those bees, wasps or hornets and fallen trees are a threat to any guest, the insured or staff employed by the insured.

20. Rent and alternative accommodation

If the premises becomes uninhabitable because of loss or damage caused by a defined event the company will pay

- a. rent for which the insured is liable in his/her personal capacity and not as a B&B by having to vacate the insured premises and obtain alternative accommodation for the insured and domestic employees normally resident with the insured.
- b. any reasonable additional costs incurred with its consent in providing alternative accommodation for the insured and domestic employees normally resident with the insured but only for the period necessary for reinstatement and up to 20 percent of the building sum insured.

21. Accidental death of fish stocks extension

This Section is extended to include the accidental death of trout stock in the Insured's dams and/or fish in the Insured's water features and ponds as a result of lightning damage to the pump or pollution/contamination of the water by chemicals or wastes provided that:

- a. the maximum amount payable by the Company shall not exceed R10,000 any one event and R25,000 any one series of events in any one (annual) period of insurance;
- b. the Insured shall be responsible for the first R1,000 of each event giving rise to a claim;
- c. the Company will not be responsible for any claim where the death of the fish arises as a result of disease, sickness or fluctuations in temperature;

- d. the Insured will be responsible for obtaining an independent expert report on the cause of death and submitting same to the Company for consideration.

22. Damage caused by Animals, Baboons and Monkeys Extension

This section is extended to include loss of damage to buildings caused by animals other than domestic pets provided that:

- a. the maximum amount payable by us will not be more than R50,000 any one event
- b. you will be responsible for the first amount payable of 5% minimum R2,000 of each and every claim.

Special conditions, clauses and Warranties applicable (only applied if stated in the schedule)

Kitchen extraction maintenance

Cover provided by this section is strictly subject to any kitchen having an extraction system, that said system has been installed in accordance with SANS 1850: 2003 Code of Practice. It is a further condition that the extraction ducting be professionally cleaned half yearly and the necessary certification of such be retained for record purposes. Furthermore, it is a condition precedent to liability that the extraction filters and gas burners in use, be thoroughly cleaned weekly, and a documented register of such be kept by the insured.

Gas installations

Cover provided by this section is strictly subject to any bulk LP gas installation being installed and maintained in accordance with SANS 10087-1 Code of Practice at all times.

Lightning and surge protection

Cover provided by this section is strictly subject to the installation of power surge protection equipment in accordance with SANS 0142 Code of Practice. Furthermore, it is a condition precedent to liability that any Local Area Computer Network, networked P.O.S systems or AV installations have specifically installed uninterrupted power supply (UPS) equipment having it's own surge protection and that such surge protection equipment is installed in accordance with SANS standards.

Certificate of electrical compliance

Cover provided by the section is strictly subject to the entire electrical installation at the premises complying fully with the appropriate SANS 0142 Code of Practice regulations. Furthermore, it is a condition precedent to liability that the electrical installation be certified as required in terms of The Occupational Health and Safety Act and that the latest Certificate of Compliance be lodged with the company.

SABS lightning conductors

Cover provided by this section is strictly subject to there being Lightning Conductors installed in accordance with SANS 10313 standards at the premises and that the installations are tested and certified annually.

Thatch roof penetration

Cover provided by this section is strictly subject to any structure, roofed with thatch and having one or more chimneys installed, that these are protected by the installation of spark arrestors (mesh sheet) not less than 700mm from the top of the chimney stack. Furthermore, that there are flues installed in or on the stack and that the flue/s are insulated to prevent the conduction of heat onto the thatch by way of appropriate flashing / membranes.

Bush clearance

Cover provided by this section is strictly subject to the clearance and maintenance of all bush, jungle, grass and weeds up to no less than 10 meters (or the nearest boundary) from the buildings or structures insured under the sections detailed. It is noted that this requirement does not apply to cultivated, manicured gardens, including trees forming part thereof.

Open fires

Cover provided by this section is strictly subject to the lighting or use of open fires under or within any enclosed and / or roofed structure being done so with the use and / or installation of a properly constructed and professionally installed and functioning chimney or flue.

Open pit / braai fires

Cover provided by this section is strictly subject to all fires made in or using open pit fireplaces and or designated braai facilities being thoroughly doused and extinguished properly after use.

Closing down procedures

Cover provided by this section is strictly subject to all kitchens and cooking areas being subject to a documented closing down procedure to ensure all appliances are switched off and cooker units isolated including the isolation of any LP Gas at the main isolation valve at the close of each day.

Emergency fire response and evacuation plan

Cover provided by this section is strictly subject to there being a dedicated and documented Fire, Emergency and Evacuation management plan being in place at the premises. Furthermore, it is a condition precedent to liability that the Fire management plan incorporates the formulation or promulgation of a dedicated fire response team. The team members are to have received formal and certified training on fire fighting procedures and the use of the fire fighting resources with refresher training at least once per annum. Training drills are to be held at a rate of a minimum of once per quarter and all such training and drills are to be recorded in an appropriate register.

Fire detection alarm

Cover provided by this section is strictly subject to there being a fire detection system, linked to an alarm, installed in the buildings situate at the premises insured under these sections.

Sprinkler / drencher installation

Cover provided by this section is strictly subject to there being a sprinkler and / or roof drencher system installed in accordance with SABS standards, at the premises insured under these sections.

Fire suppression / gas extinguishing systems

Cover provided by this section is strictly subject to the installation of a gaseous extinguishing system (gas flooding / fire suppression) being installed in the kitchen extraction system.

Removal of Inflation Protector

Extensions and clauses, Inflation protector under this section of the policy wording is deleted.

Self Catering / Backpackers / Holiday Home

It is hereby noted that the backpackers and holiday home endorsement (which forms part of the wording) is applicable to this section of the policy

Generators

It is a requirement that any generator be kept in a locked structure or should be secured to a concrete floor in such a way that the generator can not be removed for the cover to be in force

Contents section

Defined events

Loss of or damage (damage) to the property insured, being household goods, personal effects, fixtures and fittings and fittings that would not normally be sold with the residence.

This section covers property belonging to the insured, which shall include members of the insured's family normally resident with the insured or family members for which the insured is legally responsible, or full time managers of the B&B, unless otherwise stated in the schedule.

The property insured is used in the course of insured's business as a Bed & Breakfast (B&B) or in the insured's private capacity, inside the building at

1. the address stated in the schedule.
2. any other occupied private residence or building in which the insured in his personal capacity, is
 - a. temporarily residing.
 - b. employed.

This extension is subject to the private residence or building not being used for the purposes of a B&B, guesthouse, self-catering establishment or backpackers establishment owned or managed by the insured.

3. any furniture storage depot or bank safe deposit.
4. any other premises for repair, renovation, restoration, cleaning or dyeing within the territorial limits, being the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Mozambique Zimbabwe, Zambia and Malawi.

Perils covered

- a. Fire.
- b. Lightning including loss or damage caused by "power surge" but such power surge damage is limited to R50,000 any one loss, unless stated to the contrary in the policy schedule. Specific condition (Condition of average) does not apply to "power surge."
- c. Explosion.
- d. Storm, wind, water, hail or snow but excluding
 - i. property in the open.
 - ii. loss or damage arising out of any process necessarily involving the use or application of water.
- e. Earthquake.
- f. Bursting, leaking or overflowing of water or heating installations or pipes excluding damage to such installations or pipes themselves.
- g. Theft or attempted theft provided that,
 - i. if the building is vacant or
 - ii. in the case of a self-catering unit, the unit is rented but unoccupied at the time of theft or attempted theft or
 - iii. if the property insured is at
 - a. any furniture storage depot or bank safe deposit, or
 - b. any other premises for repair, renovation, restoration, cleaning or dyeing

There is forcible and violent entry or exit.

- h. Damage directly occasioned by or through or in consequence of
 - i. civil commotion.
 - ii. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above provided that this event does not cover
 - a. 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. damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.
 - d. damage caused by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority.
 - e. damage caused by or related to 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 damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

- i. Impact damage to buildings resulting in damage to the contents

Specific conditions

Condition of Average

If the property insured is, at the commencement of any defined event, 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.

High Valued Jewellery

Cover provided by this section is strictly subject to the insured item/s being stored in a locked safe that is bolted down when not being worn. A valuation certificate and a security certificate as to the condition of the clasp/s and / or setting (where applicable) is to be submitted for each and every item with a sum insured of R5,000 or higher.

If an item of jewellery is stolen and there is no valuation certificate then the maximum we will settle per item of jewellery is R2,500.

Specific exceptions

This section does not cover:

1. money or negotiable instruments unless specially mentioned as being insured.
2. medal, stamp and coin collections unless specially mentioned as being insured.
3. motor vehicles, trailers, caravans, water craft, aircraft of any sort whether a licence is required or not to fly such aircraft and their accessories, livestock.
4. property more specifically insured.
5. precious metals and stones, jewellery and furs to the extent that their undamaged value exceeds 30 percent of the total sum insured.
6. the contents of the insured building in respect of theft or attempted theft if the building is left vacant for more than 60 days in any one calendar year, unless the company has given its prior consent in writing to extend cover.

Extensions and clauses

1. Debris removal

The company will pay costs necessarily incurred by the insured with its written consent in removing debris from the residence following a defined event.

2. Loss of money

a. The company will indemnify the insured for loss of money and negotiable instruments up to a maximum amount of R10,000 in the premises stated on the schedule by any defined event. The insured will be responsible for the first R1,000 of any claim.

b. Bilking extension

The insurance under this item is limited to the value of a guest account which is not settled in full prior to their final departure from the insured premises provided that this does not cover bad debts or unpaid bill where the guest has previously stayed at the insured premises. Cover is limited to an amount not exceeding R25,000 any one loss and R40,000 in any one twelve month period but excludes the first R1,000 of any such loss.

Cover extends to include the use of fraudulent credit cards or accounts which have been fraudulently settled, excluding the value of a lost reservation or any other form of consequential loss and only if discovered within 14 days of the transaction being processed. Cover is limited R5,000 per event and R15,000 in any one twelve month period but excludes the first R1,000 of any such loss.

3. Mirrors and glass

The company will indemnify the insured for accidental damage to any mirror glass or sheet glass forming part of the contents.

4. Refrigerator or deep freeze contents

The company will indemnify the insured for deterioration of foodstuffs contained in any refrigerator/deep freeze unit in the premises up to a maximum amount of R12,500 as a result of breakdown, accidental damage or failure of power supply to the unit.

5. Loss of documents

The company will indemnify the insured for loss of or damage to the insured's personal documents up to a maximum amount of R10,000 caused by a defined event. The company will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to the insured of the content or any consequential loss or damages.

6. Veterinary fees

The company will indemnify the insured for veterinary expenses up to a maximum amount of R5,000 incurred as a result of accidental bodily injury sustained by any domestic animal owned by the insured.

7. Goods in the open

The company will indemnify the insured up to a maximum amount of 1% of the sum insured or R35,000 whichever is the greater for loss by fire, storm or theft of laundry, garden furniture and implements including portable braais and lawnmowers and swimming pool equipment from the insured premises.

8. Household goods in transit

The company will indemnify the insured up to a maximum amount of R15,000 for damage to property insured caused by

a. fire, lightning, explosion, collision or overturning of the vehicle;

b. theft or attempted theft provided that goods in an unattended vehicle were concealed and entry was visible, forcible and violent

whilst in transit between the place of purchase, repair or renovation and the insured's residence.

9. Locks and keys

The company will indemnify the insured up to a maximum amount of R10,000 for costs necessarily and reasonably incurred following loss of or damage to any locks or keys (including cardkeys and remote control devices) for the premises and its outbuildings.

10. Property of employees

The company will indemnify the insured's employees up to a maximum amount of R10,000 if their household goods and personal effects (excluding money and negotiable instruments) at the insured's premises are lost or damaged by a defined event.

11. Personal effects of guests

a. Non-paying guests

The company will indemnify any non-paying guests temporarily residing with the insured up to a maximum amount of R10,000 if their household goods and personal effects (excluding money and negotiable instruments) not otherwise insured are lost or damaged by a defined event.

The insured shall be responsible for the first R500 of any claim.

b. Paying guests

The company will indemnify any paying guests temporarily residing with the insured up to a maximum amount of R30,000 or as stated in the schedule if their household goods and personal effects (excluding money and negotiable instruments) not otherwise insured are lost or damaged by a defined event or accidental damage by persons in the employment of the establishment whilst on the property of the insured premises.

Loss or disappearance of the insured property from any motor vehicle, caravan, trailer or watercraft when left unattended is not covered unless such loss or disappearance occurs on the insured premises and follows upon forcible and violent entry or exit from the said motor vehicle, caravan, trailer or watercraft but in the case of motor vehicles cover is restricted to property contained in a completely closed and securely locked vehicle up to a maximum amount of R5,000 any one claim.

The company shall not be liable for the first R1,000 of any loss.

c. Personal effects of temporary managers

The company will indemnify any temporary manager employed by the insured for a period of up to one calendar month (or as stated in the schedule) up to a maximum amount of R10,000 or as stated in the schedule if their household goods and personal effects (excluding money and negotiable instruments) not otherwise insured are lost or damaged by a defined event whilst on the property of the insured premises.

Loss or disappearance of the insured property from any motor vehicle, caravan, trailer or watercraft when left unattended is not covered unless such loss or disappearance follows upon forcible and violent entry or exit from the said motor vehicle, caravan, trailer or watercraft but in the case of motor vehicles cover is restricted to property contained in a completely closed and securely locked vehicle up to a maximum amount of R5,000 any one claim.

The company shall not be liable for the first R1,000 of any loss.

12. Rent and alternative accommodation (if building is insured on policy, extension is cancelled)

If the premises becomes uninhabitable because of loss or damage caused by a defined event the company will pay

- a. rent for which the insured is liable in his/her personal capacity and not as a B&B by having to vacate the insured premises and obtain alternative accommodation for the insured and domestic employees normally resident with the insured.
- b. any reasonable additional costs incurred with its consent in providing alternative accommodation for the insured and domestic employees normally resident with the insured but only for the period necessary for reinstatement and up to 20 percent of the contents sum insured.

13. Medical Emergency Treatment Costs

The company will pay the costs of the immediate medical treatment costs incurred and lead to hospitalisation of the insured person up to a maximum amount of R10,000 as a result of accidental bodily injury sustained by any

- a. person other than the insured caused by a domestic animal owned by the insured or by any other event at the premises. This extension is subject to a payment by the insured of R500 in respect of each and every claim.
- b. employee in the course of their employment by the insured.

14. Fatal injury

The company will pay the amount stated below in the event of fatal injury to the insured, any manager or employee employed by the or any paying guest occurring in or about the building(s) caused by accidental violent external visible means which injury shall solely and independently of any other cause result in death within twelve months of such injury by:

- a. fatal injury – death by accident R20,000
 - b. death by thieves or fire R20,000
- in all not more than R20,000 per person.

15. Inflation Protector (Monthly policies only)

The sum insured under this section will be automatically increased to be commensurate with the trend in the rates of inflation and acquisition unless stated to the contrary in writing by the insured. The policy will be endorsed with the new sum insured at the annual anniversary date of the policy and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that sums insured represent the full value of the property insured at all times.

16. Stamp and coin collections

- a. Stamp collections
 - i. The company will only be liable if one or more complete pages are lost or damaged.
 - ii. The company will not be liable for more than two-thirds of the value shown in any current recognised catalogue for anyone stamp.
- b. Coin collections

The company will not be liable for

 - i. current coins.
 - ii. more than two-thirds of the value shown in any current recognised catalogue for any one coin.

17. Telephones

The company will indemnify the insured up to an amount not exceeding R5,000 for accidental damage, including electrical or mechanical breakdown, to any telephone or ancillary equipment in the premises provided that:

- a. Telkom trade-in regulations shall apply.
- b. Lines, extension wires and cellular telephones are excluded.

18. Accidental Damage extension

The company will indemnify the insured up to an amount not exceeding R20,000 for accidental loss or damage to property insured by this section at the premises.

This extension does not cover

- a. consequential loss of any nature.
- b. loss, destruction or damage caused by or resulting from
 - i. wear and tear,

- ii. depreciation,
- iii. electrical or mechanical breakdown,
- iv. rust, mildew, moth, vermin, insects, rodents,
- v. scratching, denting or chipping,
- vi. the insured's own domestic pets,
- vii. any gradually operating cause,
- viii. any process of dyeing, cleaning or renovating,
- ix. the action of light or atmospheric conditions,
- x. confiscation or detention by any process of law,
- c. musical instruments by breakage of reeds, skins or strings.
- d. firearms.
- e. video or audio tapes cassettes or compact discs.
- f. articles of a fragile nature.
- g. garden furniture and equipment.
- h. sporting equipment.
- i. Over-winding of clocks or other mechanical apparatus.
- j. Items more specifically specified.

The insured shall be responsible for the first R500 of any loss in terms of this extension.

The provision of this extensions relating to first amount payable shall not apply to any payment if a mattress is sanitized after it has been soiled instead of being replaced.

19. Water leakage

The company will indemnify the insured up to an amount not exceeding R20,000 or as stated in the schedule against charges raised by a local authority for water lost through leakage from pipes on the insured's property provided that

- a. the consumption reading must be at least 50 percent more than the average of the previous four readings.
- b. the insured shall take immediate steps to repair the pipe(s) affected on discovery of a leak (by physical evidence or on receipt of an abnormally high water account).

This extension does not cover

- a. the cost of repairs to leaking pipes.
- b. more than two separate incidents in any period of twelve months.
- c. loss of water
 - i. as a result of leaking taps, water heating apparatus or toilet systems.
 - ii. from swimming pool structures or inlet or outlet pipes.
 - iii. whilst the property is unoccupied for a period in excess of 60 days.
- d. the first R1,000 of each and every claim.

20. Malicious damage extension

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, this section is 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

- a. moveable property which is
 - i. stolen.

- ii. damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
- b. moveable 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.
- c. immovable property owned or occupied by the insured occasioned by or through or in consequence of
 - i. the removal or partial removal or any attempt thereof;
 - ii. the demolition or partial demolition or any attempt thereof;

the said immovable property or any part thereof with the intention of stealing any part thereof; provided that this extension does not cover

- a. damage related to or caused by fire or explosion.
- b. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
- c. damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- d. damage to perishable food stuff and stock belonging to the Insured resulting from the ingress of smoke originating from any cause other than by fire at or on the Insured's premises, limited to 25% of the stock sum insured.
- 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 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.

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 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 percent of the claim before deduction of any first amount payable.

21. Cash and credit cards

The company will indemnify the insured up to an amount not exceeding R10,000 against liability or loss arising from fraudulent use of the insured's cash cards or credit cards by any person who is not a member of the insured's family or household. The company will not indemnify the insured if the insured has not reported the loss of the card to the issuing organisation as soon as possible and complied with the conditions of issue of the card.

22. Basis of valuation

The amount payable in the event of a total loss of any article of property insured will be the current replacement cost, but the liability of the company will not exceed the sum insured on any specified item. The insured shall provide satisfactory proof of valuation and ownership of the article at the time of loss.

23. Reinstatement of data/programmes

The company will pay the costs and expenses necessarily and reasonably incurred by the insured up to an amount not exceeding R10,000 for the reconstitution or recompilation of data and/or programmes recorded on or stored in data-carrying media which is lost as a result of:

- i. accidental erasure.
- ii. theft.
- iii. the deliberate wilful or wanton intention of causing the cancellation or corruption of data or programmes

- a. provided always that the indemnity shall not extend to nor include such costs incurred due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes.
- b. the value to the insured of the information lost.

24. Garden plants

The company will pay costs reasonably and necessarily incurred by the insured up to an amount not exceeding R7,500 for the replacement of trees, shrubs and plants and water features situated at the establishment stated in the schedule following damage as a result of fire, firefighting operations, explosion, impact by vehicles, aircraft other aerial devices or articles dropped therefrom or as a result of deliberate or wilful acts but excluding the first R500 of each and every claim.

25. External signs, blinds, canopies and outdoor furnishings extension

The insurance granted by this Section includes loss of or damage to fixed internal and external signs blinds, canopies and outdoor furnishings designed to be used in the open belonging to the Insured or for which the Insured is responsible up to an amount not exceeding R25,000 any one occurrence and in the annual aggregate unless more specifically insured in the schedule

The insured shall be responsible for the first R1,000 of any claim.

26. Damage by laundry

The company will indemnify the insured following loss or damage to any of the goods contained within the premises specified in the schedule caused as a result of the negligence of any recognised and registered laundry company used by the insured. The damage in terms of this extension is limited to an amount not exceeding R15,000 any one loss and R20,000 in any one twelve month period but excluding the first R1,000 of any such loss.

27. Emergency rescue damage

The company will indemnify the insured in the event that it is necessary to break down a door or window in order to gain access to a room where it is reasonably assumed that a guest is in an emergency related situation caused either by a medical problem or a violent incident and keys are not available to open the door to such guest room. This extension is limited to R12,500 any one loss.

28. Greening Extension

The company will indemnify the insured up to a maximum amount of R25,000 for loss by fire, storm or theft of any equipment, not otherwise insured or able to be insured in terms of a buildings policy, related to "Greening" such as Rainwater harvesting tanks, composters and the like from the insured premises. The insured will be responsible for the first R1,000 of any claim in terms of this extension.

29. Alterations and/or renovations at the risk address

In the event of any alterations and/or renovations being undertaken at any risk address noted in the schedule, and for the duration of the contract, theft cover will be limited to:

- a. R25,000 in total for all applicable sections and subject to the first amount payable as stated in the schedule, whether the risk address is occupied or unoccupied. All jewellery not being worn must be securely locked away, unless such theft is accompanied by forcible and violent entry into and exit from the premises.
- b. Where any loss exceeds R25,000 in total the claim will be subject to the following:
 - i. Forcible and violent entry into and exit from the premises.
 - ii. More than R10,000 for jewellery or any one item of jewellery unless securely locked away.

30. Removal of bees, wasps and hornets

The company will indemnify the insured up to a maximum amount of R5,000 for costs incurred in the removal of hives of bees or nests of wasps or hornets at the premises stated in the schedule of the policy if those bees, wasps or hornets are a threat to any guest, the insured or staff employed by the insured.

31. Golfer's Hole-in-one

The company will pay the amount of R5,000 if the insured scores a hole-in-one playing in an amateur game of golf in terms of the rules at any recognised golf club on written confirmation by the secretary of the club.

32. Full House in Bowls

The company will pay an amount of R5,000 if the insured score a full house in an amateur game of bowls with all eight or nine bowls to count as a member of a team of two, three or four in terms of the rules at any recognised bowls club. You must give us written confirmation from the secretary of the club. We pay only once for every full house in one game. This extension is limited to two full houses per year.

33. Damage Caused by Animals, Baboons and monkeys Extension

This section is extended to include loss of or damage to contents caused by animals other than domestic pets provided that:

1. the maximum amount payable by us will not be more than R50,000 any one event.
2. you will be responsible for the first amount payable of 5% minimum R2,000 of each and every claim.

34. Removal of vermin and pests extension

This Section extends to include costs incurred with the Company's consent for the removal of vermin and or pests, an infestation of which can be proven to be hampering the Insured from conducting their usual business activities, from the insured's fixed structures provided that

1. vermin and pests does not include any animals or mammals;
2. the sum insured shall not exceed R5,000 for any one event or series of events in any one (annual) period of insurance;
3. the Insured shall be responsible for the first amount payable of R250.

35. Seasonal Increase extension

The sum (s) insured for contents will automatically be increased by 10% over long weekends and during school holidays (based on official school calendar)

36. Clean up costs

The company indemnify the insured for the reasonable costs a professional clean up following death, suicide, attempted suicide, murder or assault on the premises of or by a paying guest provided

- a. the limit of indemnity will not exceed R15,000 and
- b. malicious damage is excluded

No claim discount

In the event of no claim being made or arising under this section of the policy during a period specified below immediately preceding the anniversary of this policy, the premium for the period to the following anniversary of the policy will be subject to the No Claim Discount as follows:

The preceding year 10%

The preceding two consecutive years 20%

The preceding three consecutive years 30% (only applicable to BnB CLUB Blue status members) Otherwise than above NIL

In the event of any claim being paid in terms of this section of this policy, the premium for this section will be amended in terms of the NO CLAIM DISCOUNT table from the month following payment of the claim.

If more than one risk is described in the schedule of this policy, the No Claim Discount shall be applied as if a separate policy had been issued in respect of each such risk.

Special conditions, clauses and warranties applicable (only applied if stated in the schedule)

Kitchen extraction maintenance

Cover provided by this section is strictly subject to any kitchen having an extraction system, that said system has been installed in accordance with SANS 1850: 2003 Code of Practice. It is a further condition that the extraction ducting be professionally cleaned half yearly and the necessary certification of such be retained for record purposes. Furthermore, it is a condition precedent to liability that the extraction filters and gas burners in use, be thoroughly cleaned weekly, and a documented register of such be kept by the insured.

Gas installations

Cover provided by this section is strictly subject to any bulk LP gas installation being installed and maintained in accordance with SANS 10087-1 Code of Practice at all times.

Lightning and surge protection

Cover provided by this section is strictly subject to the installation of power surge protection equipment in accordance with SANS 0142 Code of Practice. Furthermore, it is a condition precedent to liability that any Local Area Computer Network, networked P.O.S systems or AV installations have specifically installed uninterrupted power supply (UPS) equipment having it's own surge protection and that such surge protection equipment is installed in accordance with SANS standards

Certificate of electrical compliance

Cover provided by the section is strictly subject to the entire electrical installation at the premises complying fully with the appropriate SANS 0142 Code of Practice regulations. Furthermore, it is a condition precedent to liability that the electrical installation be certified as required in terms of The Occupational Health and Safety Act and that the latest Certificate of Compliance be lodged with the company

SABS lightning conductors

Cover provided by this section is strictly subject to there being Lightning Conductors installed in accordance with SANS 10313 standards at the premises and that the installations are tested and certified annually.

Thatch roof penetration

Cover provided by this section is strictly subject to any structure, roofed with thatch and having one or more chimneys installed, that these are protected by the installation of spark arrestors (mesh sheet) not less than 700mm from the top of the chimney stack. Furthermore, that there are flues installed in or on the stack and that the flue/s are insulated to prevent the conduction of heat onto the thatch by way of appropriate flashing / membranes.

Bush clearance

Cover provided by this section is strictly subject to the clearance and maintenance of all bush, jungle, grass and weeds up to no less than 10 meters (or the nearest boundary) from the buildings or structures insured under the sections detailed. It is noted that this requirement does not apply to cultivated, manicured gardens, including trees forming part thereof.

Open fires

Cover provided by this section is strictly subject to the lighting or use of open fires under or within any enclosed and / or roofed structure being done so with the use and / or installation of a properly constructed and professionally installed and functioning chimney or flue.

Open pit / braai fires

Cover provided by this section is strictly subject to all fires made in or using open pit fireplaces and or designated braai facilities being thoroughly doused and extinguished properly after use.

Closing down procedures

Cover provided by this section is strictly subject to all kitchens and cooking areas being subject to a documented closing down procedure to ensure all appliances are switched off and cooker units isolated including the isolation of any LP Gas at the main isolation valve at the close of each day.

Emergency fire response and evacuation plan

Cover provided by this section is strictly subject to there being a dedicated and documented Fire, Emergency and Evacuation management plan being in place at the premises. Furthermore, it is a condition precedent to liability that the Fire management plan incorporates the formulation or promulgation of a dedicated fire response team. The team members are to have received formal and certified training on fire fighting procedures and the use of the fire fighting resources with refresher training at least once per annum. Training drills are to be held at a rate of a minimum of once per quarter and all such training and drills are to be recorded in an appropriate register.

Fire detection alarm

Cover provided by this section is strictly subject to there being a fire detection system, linked to an alarm, installed in the buildings situate at the premises insured under these sections.

Sprinkler / drencher installation

Cover provided by this section is strictly subject to there being a sprinkler and / or roof drencher system installed in accordance with SABS standards, at the premises insured under these sections.

Fire suppression / gas extinguishing systems

Cover provided by this section is strictly subject to the installation of a gaseous extinguishing system (gas flooding / fire suppression) being installed in the kitchen extraction system.

Removal of inflation protector

Extensions and clauses, Inflation protector under this section of the policy wording is deleted.

Self catering / Backpackers / Holiday home

It is hereby noted that the backpackers and holiday home endorsement (which forms part of the wording) is applicable to this section of the policy.

Generators

It is a requirement that any generator be kept in a locked structure or should be secured to a concrete floor in such a way that the generator can not be removed for the cover to be in force.

Private Residence / Residence not used for the purpose of a B&B / Guesthouse

It is warranted that theft or attempted theft is subject to forcible and / or violent entry or exit into or from the residence.

Canoes, diving & fishing equipment

Canoes, Diving and Fishing Equipment left unattended outside the boundary of the residence must be kept in a securely locked building. Theft or attempted theft cover is subject to forcible and/or violent entry and/or exit from such building. The Company will not pay for damage to any Canoe, Diving or Fishing equipment happening while it is being used.

Contents section (excluding theft)

The following amendments apply to this section should the client select this cover option.

Perils covered

Peril g is deleted.

Specific exceptions

Specific exception 6 of the contents section is amended to read:

7. the contents of the insured building in respect of theft or attempted theft

Extensions and clauses

The following extensions of the contents section are cancelled in respect of this endorsement:

2. Loss of Money
 - a. Bilking
 - b. Personal Effects of paying guests

The following extensions of the contents section are amended to read:

8. Household goods in Transit

The Company will indemnify the insured up to a maximum amount of R15,000 for damage to property insured caused by

- a. fire, lightning, explosion, collision or overturning of the vehicle whilst in transit between the place of purchase, repair or renovation and the insured's residence.

11. Personal effects of guests

- a. Non-paying guests

The Company will indemnify any non-paying guests temporarily residing with the insured up to a maximum amount of R10,000 if their household goods and personal effects (excluding money and negotiable instruments) not otherwise insured are lost or damaged by a defined event.

The insured shall be responsible for the first R500 of any claim.

23. Reinstatement of data/programmes

The Company will pay the costs and expenses necessarily and reasonably incurred by the insured up to an amount not exceeding R5,000 for the reconstitution or recompilation of data and/or programmes recorded on or stored in data-carrying media which is lost as a result of:

- i. accidental erasure.
- ii. the deliberate wilful or wanton intention of causing the cancellation or corruption of data or programmes
 - a. provided always that the indemnity shall not extend to nor include such costs incurred due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes.
 - b. the value to the insured of the information lost.

Theft section

Defined events

Loss of or damage to all contents (the property of the insured) of any insured building at the insured premises described in the schedule as a result of theft

1. accompanied by forcible and violent entry into or exit from such building or any attempt thereat, following violence or threat of violence;
or
2. without forcible and violent entry into or exit from such building; whichever shall be stated in the schedule to apply.

Extensions

1. The insurance under "Defined events 1." above 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 such premises are locked.
 - ii. entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall establish to the satisfaction of the company that such a skeleton key or device was used.
2. In addition to the limit of indemnity stated in the schedule the company will reimburse the insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section provided the company's liability shall not exceed R5,000.
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 unauthorised person may be in possession of a duplicate of such key provided that
 - a. the company's liability shall not exceed R2,000 in respect of anyone event.
 - b. the company shall not be liable for the first R200 of each and every event.

Limitations

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

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, cash, bank and currency notes, or certificates of a negotiable nature.

All risks section

Defined events

Accidental loss of or damage (damage) to the property insured being

1. unspecified items (if stated in the schedule to be insured) comprising
 - a. clothing (other than furs).
 - b. personal effects being items
 - i. normally carried on or designed to be carried on or by a person including money.
 - ii. normally worn or used by a person whilst participating in sport

but excluding items which are to be individually specified such as sunglasses, contact lenses, firearms, car sound system, electronic audio or video equipment of any kind including compact discs, pedal cycles, cellular telephones, portable radios, hearing aids, pagers, laptops or portable computers (including "tablets"), GPS systems or iPods and the like.

2. specified items individually stated in the schedule belonging to the insured or members of the insured's family normally resident with the insured.

For the purposes of this section territorial limits means anywhere in the world, including transit by land, sea or air.

The amount payable in the event of a total loss of any article of property insured will be the current replacement cost, but the liability of the company will not exceed the sum insured on any specified item.

Proof of value and ownership

The insured shall provide satisfactory proof of valuation and ownership of the article at the time of loss.

Conditions

High valued jewellery

Cover provided by this section is strictly subject to the insured item/s being stored in a locked safe that is bolted down when not being worn. A valuation certificate and a security certificate as to the condition of the clasp/s and / or setting (where applicable) is to be submitted for each and every item with a sum insured of R5,000 or higher.

If an item of jewellery is stolen and there is no valuation certificate then the maximum we will settle per item of jewellery is R2,500.

Limits of indemnity

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

Specific exceptions

The company shall not be liable for

1. damage
 - a. to personal computers other than laptops and "tablets" and data media.
 - b. arising from detention or confiscation by any process of law.
 - c. to property arising from its own mechanical or electrical breakdown.
 - d. caused by or arising from
 - i. insects, parasites or vermin.
 - ii. wear and tear or gradually operating causes.

- iii. alteration, repair, maintenance, decoration, restoration or renovation.
 - iv. any process of cleaning, dyeing or heating.
2. the cost of reproducing sounds, data and images on tapes, records, film or magnetic media.
 3. loss or disappearance of the insured property from any motor vehicle, caravan, trailer or watercraft when left unattended unless such loss or disappearance follows upon forcible and violent entry or exit from the said motor vehicle, caravan, trailer or watercraft. In the case of motor vehicles, property not contained in a locked boot or concealed in a compartment forming part of the locked vehicle is restricted to a maximum amount of R5,000 any one claim, but excluding electronic devices, laptops, iPods, iPads, tablets and cellular phones which should be contained in a locked boot or concealed in a securely locked vehicle.

Should theft not be accompanied by forcible and violent entry or exit from such vehicle, we will pay provided that:

- a. the items should be individually listed on the schedule and cover is limited to 75% of the specified values, if any items are not individually specified, maximum cover for such items will be, limited to R5,000.
- b. The insured will be responsible for a first amount payable of 10% of claim subject to a minimum of R500.
- c. The Company's total liability under this extension shall not exceed R10,000 for items which are individually listed in the schedule.

Extensions and clauses

1. Loss of money

The company will indemnify the insured up to the amount of R5,000 for loss of money or negotiable instruments in terms of the definition of unspecified items but excluding money or negotiable instruments covered by any other section of this policy.

2. Riot and strike

Damage directly occasioned by or through or in consequence of

- a. civil commotion, labour disturbances, riot, strike or lockout.
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above, provided that this extension does not cover
 - i. loss or damage occurring in the Republic of South Africa and Namibia.
 - ii. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
 - iii. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
 - iv. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority.
 - v. loss or damage related to or caused by any occurrence referred to in General Exception 1(a) (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 (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

3. Pairs and sets

Where an item consists of articles in a pair or set, the company will not pay more than the value of the part of that pair or set lost or damaged.

4. Pedal cycles

Pedal cycles and accessories left unattended outside the boundary of the residence must be attached by a security device to a permanently fixed structure. The company will not pay for damage to the pedal cycle arising out of racing, pacing or trial runs.

5. Safe deposit

If an item is specified as kept in a safe deposit facility, insurance under this section only applies while the item is contained in such facility.

6. Alterations and/or renovations at the risk address

In the event of any alterations and/or renovations being undertaken at any risk address noted in the schedule, and for the duration of the contract, theft cover will be limited to:

- a. R25,000 in total for all applicable sections and subject to the first amount payable as stated in the schedule, whether the risk address is occupied or unoccupied. All jewellery not being worn must be securely locked away, unless such theft is accompanied by forcible and violent entry into and exit from the premises.
- b. Where any loss exceeds R25,000 in total the claim will be subject to the following:
 1. Forcible and violent entry into and exit from the premises
 2. More than R10,000 for jewellery or any one item of jewellery unless securely locked away.

Special conditions, clauses and warranties applicable (only applied if stated in the schedule)

Generators

It is a requirement that any generator be kept in a locked structure or should be secured to a concrete floor in such a way that the generator can not be removed for the cover to be in force

Private residence / Residence not used for the purpose of a B&B / Guesthouse

It is warranted that theft or attempted theft is subject to forcible and / or violent entry or exit into or from the residence

Canoes, diving & fishing equipment

Canoes, Diving and Fishing Equipment left unattended outside the boundary of the residence must be kept in a securely locked building. Theft or attempted theft cover is subject to forcible and/or violent entry and/or exit from such building. The Company will not pay for damage to any Canoe, Diving or Fishing equipment happening while it is being used.

Camping equipment

The Company will not pay for damage to any camping equipment whilst outside of the residence caused directly or indirectly by storm, wind, water, hail or snow.

Electronic equipment section

Defined events

Physical loss of or damage to the property insured described in the schedule from any cause not hereinafter excluded whilst

1. at work or at rest anywhere within the insured's premises as specified.
2. in transit including loading and unloading or whilst temporarily stored at any premises en route.
3. temporarily removed from the insured's premises to any other location.

Territorial limits

For the purposes of this section territorial limits means anywhere in the world, including transit by land, sea or air.

Proof of value and ownership

The insured shall provide satisfactory proof of valuation and ownership of the article at the time of loss.

Limits of indemnity

The amount payable in the event of a total loss of any article of property insured will be the current replacement cost, but the liability of the company will not exceed the sum insured on any specified item.

Specific exceptions

1. Loss or disappearance of the insured property from any motor vehicle, caravan, trailer or watercraft when left unattended unless such loss or disappearance follows upon forcible and violent entry or exit from the said motor vehicle, caravan, trailer or watercraft. In the case of motor vehicles, property not contained in a locked boot or concealed in a compartment forming part of the locked vehicle is restricted to a maximum amount of R5,000 any one claim, but excluding electronic devices, laptops, iPods, iPads, tablets and cellular phones which should be contained in a locked boot or concealed in a securely locked vehicle.

Should theft not be accompanied by forcible and violent entry or exit from such vehicle, we will pay provided that:

- a. the items should be individually listed on the schedule and cover is limited to 75% of the specified values, if any items are not individually specified, maximum cover for such items will be, limited to R5,000.
 - b. The insured will be responsible for a first amount payable of 10% of claim subject to a minimum of R500.
 - c. The Company's total liability under this extension shall not exceed R10,000 for items which are individually listed in the schedule.
2. The company will not be liable to indemnify the insured irrespective of the original cause in respect of:
 - a. the first amount payable as stated in the schedule in respect of each and every occurrence giving rise to a claim.
 - b. derangement unless accompanied by physical damage otherwise covered by this section.
 - c. 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.

Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order.

Total loss

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.

Average

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

Clauses and extensions

Power surge or lightning strikes

All loss or damage to the property insured by power surges or lightning strikes will be subject to an additional cumulative excess of R1,000 per occurrence.

However, should the property insured be appropriately and adequately protected by suitable and functioning safeguards against electrical supply fluctuations and proof of this can be supplied to the company then this additional excess will be waived.

Hire purchase/finance agreements

Where the company has knowledge of the property insured or any individual item thereof being the subject of suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of loss or damage indemnifiable by this sub-section of the policy.

Reinstatement of data/programmes

Costs and expenses necessarily and reasonably incurred by the insured for the reconstitution or recompilation of data and/or programmes 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 wanton intention of causing the cancellation or corruption of data or programmes 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 programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes.
- 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.

Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the insured during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the insured less any sum saved during the indemnity period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the accident.

The indemnity by this item shall not apply directly or indirectly to

- a. the cover provided for in item 2 of this sub-section of the policy.
- b. the intrinsic value (including reinstatement value) of the property insured by this policy.

Alterations and/or renovations at the risk address

In the event of any alterations and/or renovations being undertaken at any risk address noted in the schedule, and for the duration of the contract, theft cover will be limited to:

- a. R20,000 in total for all applicable sections and subject to the first amount payable as stated in the schedule, whether the risk address is occupied or unoccupied.
- b. Where any loss exceeds R20,000 in total the claim will be subject to forcible and violent entry into and exit from the premises.

Liability section (occurrence basis form)

Operative clause

Insurers will indemnify the Insured, in consideration of the payment of the Premium, against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any African country south of the equator.

This indemnity applies only to such liability as is set out in each insured Sub-Section of this Section arising

1. in the ordinary course of being a Bed & Breakfast Establishment and for the services and activities ordinarily offered by the type of establishment as described in the schedule of this policy but specifically excluding any services or activities not ordinarily offered by the type of establishment listed in the schedule unless disclosed to us and agreed to in writing by us;
2. out of the personal liability of the Bed & Breakfast owner, as defined by Clause 7 under "Indemnity to Others", subject always to the terms and conditions of such Sub-Section and of the Policy as a whole.

Definitions

For the purpose of determining the indemnity granted:

1. Injury
"Injury" shall mean death, bodily injury, illness or disease of or to any person.
2. Damage
"Damage" shall mean loss of possession or control of or actual damage to tangible property.
3. Pollution
"Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land or other tangible property.
4. Product
"Product" shall mean any physical property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not include food or drink or toiletries and other requisites supplied by or on behalf of the Insured to guests of the establishment.

Proposal

"Proposal" shall mean a written proposal made by or on behalf of the Insured as evidenced by this Policy, including any statements, declarations, warranties or information upon which the Insured has relied and, where a special form or presentation has been used for the purpose.

Defence costs

Subject always to Limit of Liability, the Insurers will pay all reasonable legal costs and expenses incurred by the Insured with Insurers' prior consent

1. in the investigation, defence or settlement of and/or
2. as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any occurrence which forms or could form the subject of indemnity by this Policy ("Defence Costs").

Legal defence costs

The insurers will indemnify any employee, partner, or director of the Insured against costs and expenses not exceeding R200,000 incurred by or on behalf of such person with the consent of the insurers 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:

1. in the case of an appeal, the insured shall not indemnify such person unless a senior counsel approved by the insurers shall advise that such appeal should, in his opinion, succeed;
2. the Insured shall not indemnify such person in respect of any fine or penalty by any magistrate or judge or any loss consequent thereon;
3. such person shall, as though he were the Insured, observe, 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 Regulation Act No. 4 of 2006 (as amended), and The Liquor Act No. 27 of 1989 (as amended)

The Tourism Act No. 72 of 1993 (as amended) The Health Act No. 63 of 1977 (as amended)

The Tobacco Products Control Act No. 53 of 2009 (as amended) The Consumer Protection Act 68 of 2008

The Immigration Act No. 13 of 2002

All as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

The Consumer Protection Act No. 68 of 2008 (as amended).

Indemnity to others

The indemnity granted extends to

1. at the request of the insured, any party who enters into an agreement with the insured for any purpose of the business, but only to the extent required by such agreement to grant indemnity and subject always to Clauses 3c under Care, Custody & Control and 2 under Section exclusions.
2. officials of the Insured in their business capacity for their liability arising out of the performance of the business and/ or in their private capacity arising out of their temporary engagement of the insured's employees.
3. at the request of the insured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the insured.
4. the officers, committee and members of the insured's canteen, social, sports, medical, firefighting and welfare organisations in their respective capacity as such.
5. the personal representatives of the estate of any person indemnified by reason of this Clause 4 in respect of liability incurred by such person.
6. liability assumed by the insured under a contract entered into with any security firm and arising out of any wilful or negligent acts or omissions of employees of the security firm whilst undertaking any duties in terms of the contract.
7. the owner of the Bed & Breakfast establishment in his personal capacity, subject always to Clause under Section exclusions – Personal liability.
provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this policy as though they were the Insured.
8. the Insured's Legal Liability arising from, a civil regulatory action, a civil penalty, or fines to the extent insurable by law, imposed by a governmental regulatory body against the Insured arising from a Security Breach, Privacy Breach or Breach of Privacy Regulations;

Wrongful arrest and defamation

The defined events are extended to include damages

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest).
2. in respect of defamation provided always that the limit of liability as stated in Clause 7 shall not exceed R1,000,000 per claim under each of 1 and 2.

Each person or party specified as an insured in the schedule is separately indemnified in respect of claims made against any of them by any other such person or party, subject to Insurers' total liability not exceeding the stated Limit of Liability.

Limit of liability

Regardless of the number of insureds, additional insureds or entities comprising an insured or the number of claims or claimants or any other reason whatsoever, Insurers' liability to pay damages, including claimants' costs, fees and expenses, shall not exceed the sum stated in the Schedule against each Sub-Section in respect of any one occurrence or series of occurrences arising from one originating cause, but under Sub-Section B the Limit of Liability represents Insurers' total liability in respect of all occurrences during anyone twelve month period of insurance, period commencing on the first day of coverage with Insurers hereon and renewed on the anniversary date specified in the Schedule.

Should liability arising from the same originating cause form the subject of indemnity by more than one Sub-Section of this Section, each Sub-Section shall be subject to its own Limit of Liability, provided always that the total amount of Insurers' liability shall not exceed the single greatest Limit of Liability available under the Sub-Sections providing indemnity.

Defence Costs will be payable in addition to the Limit of Liability, however, if a payment in excess of the amount of indemnity available under this Section is necessary to dispose of a claim or series of claims arising out of one event, the Insurers' liability in respect of such Defence Costs shall be such proportion of the total.

Defence Costs incurred as the amount of the indemnity available under this Section bears to the total amount necessary to dispose of the claim.

Sub-section A – Public liability

Indemnity

The Insured is indemnified by this Sub-Section in accordance with the Operative Clause for and/or arising out of injury and/or damage occurring during the period of insurance but not against liability arising directly or indirectly out of

1. pollution or
2. in connection with any Product other than food or drink or toiletries and other requisites supplied to guests of the establishment.

Extensions

This Section is extended to include the following, within the Limit of Liability stated in the schedule unless a separate limit is specified and subject to the terms, Conditions and Exclusions of this Section and of the policy as a whole insofar as they can apply.

Medical malpractice (applicable to first aid treatment only)

The insurers will indemnify the insured for injury caused by medical malpractice or by negligent act or omission in professional medical services rendered by the insured during the period of insurance in connection with the provision of first aid treatment but only insofar as such liability is not insured by any other malpractice insurance and provided that such liability does not arise out of any criminal act or any act committed while in violation of any law or ordinance or services rendered by any person who, to the Insured's knowledge, is under the influence of intoxicants or narcotics.

Crisis Containment

In respect of an Occurrence which may be subject to an indemnity under this policy in order to mitigate the loss the Insurer will agree to pay for reasonable and necessary crisis containment fees and costs incurred during the policy period. Crisis containment fees and costs shall mean the fees of crisis consultants to be appointed with the Insurer's prior approval and additional communication costs including media announcements, media advertising and expenses and emergency response telephone lines during the containment period of up to 30 days following the initial crisis notification and the limit of liability shall not exceed R1,000,000 per claim.

Exclusions

This Sub-section does not cover:

1. Motor vehicles

Liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than liability which exceeds the limit of the underlying insurance and the underlying insurer has paid or has admitted liability or has been held liable to pay the full amount of such limit which for the purposes of this Section is deemed to be a minimum of R2,000,000. In the event that no underlying motor insurance is purchased there shall be no cover hereunder. Provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility.

2. Aircraft & watercraft

Liability arising directly or indirectly out of the ownership, possession or use by or on behalf of the insured of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways).

3. Care, custody & control

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

- a. premises or the contents thereof temporarily occupied by the Insured for work therein or thereon but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work.
- b. clothing and personal effects belonging to employees, visitors and guests of the Insured.
- c. premises tenanted by the insured to the extent that the Insured would be held liable in the absence of any specific agreement.
- d. vehicles and their contents and accessories but limited to R100,000, belonging to employees, visitors and guests of the insured whilst using parking facilities provided by the Insured.

4. Guests effects

Liability greater than R100,000 any one claim but limited to R2,000,000 in any one twelve month period for loss or damage to clothing and personal effects belonging to visitors and guests of the Insured which are not specifically placed in the care, custody or control of the Insured.

5. Other activities

Liability arising out of any activity and/or any adventure activity not ordinarily offered by the type of establishment as described in the schedule of this policy or arising out of any adventure activity not already contemplated in the specific exclusions

- a. Liability arising out of any activities relating to horse riding unless stated otherwise in the schedule of the policy.
- b. Liability arising out of the use of watercraft on the sea. Where canoes/rowing boats or sailing boats are used on inland waters it is a condition precedent to liability that
 - i. the insured is to complete and carry out daily checks of the canoes/sailing boats.
 - ii. no rental to or use by intoxicated persons.
 - iii. children under 14 are not allowed on such watercraft without an accompanying adult.
 - iv. appropriate life jackets to be worn by all persons on such watercraft.
- c. Liability arising out of the use by any person of a pedal cycle unless
 - i. a crash helmet is worn by the rider.
 - ii. daily checks of the pedal cycle are carried out by the Insured to ensure full working order.
- d. Liability arising out of any activity relating to scuba diving or any other "extreme sport" including but not limited to bungee jumping, parasailing or hang gliding.

- e. Player to player liability arising out of any sporting activity.
- f. Liability arising out of the use of any trampoline unless there is a notice alongside the trampoline stating that use of the trampoline is at the risk of the user and the Insured accepts no liability for any accident or injury as a result of the use of the trampoline.
- g. Liability arising out of any hunting activity.
- h. Liability arising directly or indirectly out of any Injury and/or Damage involving Lion, Cheetah, Hippo, Buffalo or Elephant.

6. Animals

Liability greater than R5,000,000 in respect of death, bodily injury, illness, or loss or damage caused by, or in connection with, or arising from, any animal other than domestic dogs or cats attached to the insured's household and belonging to the insured or guests dogs or cats whilst at the insured's premises unless stated to the contrary on the schedule of the policy.

7. Farms & game

Liability arising out of any commercial farming activity or from the ownership or possession of any "game" or wild animals whether such game or wild animals are owned or kept for commercial purposes or not unless stated to the contrary on the schedule of the policy.

Game extension

Notwithstanding the terms of clause 7 of Sub-section A – Exclusions, this section of the policy extends to provide liability cover in terms of "game", the property of the insured or for which they are responsible.

For the purposes of this endorsement, "Game" shall mean giraffe, zebra, warthog, wildebeest, antelope of all species, monkeys, baboons, llama, caracals, jackal, servals, porcupines, honey badgers, anteaters, bush pig and the like.

Spread of fire extension

This section of the policy will indemnify the insured in respect of any claim for which the insured is legally liable arising from the provisions of the National Veld and Forest Fire Act 101 of 1998 for an amount not exceeding R500,000 unless stated to the contrary on the schedule.

PROVIDED that the insured shall:

- a. maintain a fire break around the perimeter of his/her property
- b. keep basic firefighting equipment available and in proper working order at all times and have it regularly checked
- c. have the contact details of the local firefighting unit prominently displayed at the establishment at all time
- d. ensure that staff and employees have basic training in fire safety
- e. ensure that staff and guests adhere strictly to fire safety rules
- f. advise the relevant authorities of his/her intention to burn fire breaks

Additional excess of R2,500 in respect of Spread of Fire

Weddings extension

This section of the policy extends to cover the insured's liability arising from the organising and hosting of weddings and wedding receptions provided that such weddings and wedding receptions do not accommodate more than 150 people unless stated to the contrary on the schedule of the policy.

It is also understood that where the insured hosts such weddings and/or wedding receptions that these should be declared to the insurers as soon as possible but no later than the following policy anniversary date and the appropriate additional premium paid.

If the hosting and organising of weddings is not declared to the insurers on the anniversary date of the policy this extension shall no longer apply.

Additional activities extension

Notwithstanding exclusions 5 Other activities (a) through (h) this section of the policy extends to cover any liability arising out of any activity not ordinarily offered by the type of establishment as described in the schedule of this policy and which has been specifically disclosed to the Underwriters in writing and is reflected in the schedule.

Adventure activities extension (if stated in the schedule to be included)

The indemnity provided herein extends to indemnify the Insured against all sums for which the Insured may become legally liable as a result of the participation in and conducting of the adventure activities listed in the schedule provided that

- i. each participant has personally and individually signed a disclaimer (such disclaimer to be explained in detail to such individual) absolving the Insured from any liability as a result of such activities
- ii. the Company's limit of indemnity shall not exceed the amount stated in the schedule
- iii. the Insured shall be responsible for the first amount payable stated in the schedule

Sub-section B – Pollution liability

Indemnity

The Insured is indemnified by this Sub-section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring in its entirety during the period of insurance and arising out of Pollution, but only to the extent that the Insured can demonstrate that

1. such pollution was the direct result of a sudden, specific and identifiable event occurring during the period of insurance, since inception or the last anniversary date.
2. the Insured had taken all reasonable precautions to prevent loss by Pollution.

Exclusions

This Sub-section is subject to the exclusions of Sub-section A, and also does not cover:

1. Premises owned
Liability for damage to premises presently or at any time previously owned or tenanted by the insured.
2. Land occupied
Liability for damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

Sub-section C – Employer's liability indemnity

The Insured is indemnified by this Sub-section in accordance with the Operative Clause, but only for Injury to any person

1. under a contract of employment or apprenticeship with the insured or
2. engaged by the Insured under a contract constituting the provision of labour only.

Where such Injury arises out of or in the course of the execution of such contract and occurs during the period of insurance.

Exclusions

This Sub-section is subject to the exclusions of Sub-section A, and also does not cover

1. liability for claims for which the Insured is liable under any workers compensation act or unemployment compensation scheme.
2. claims or liability for claims arising out of asbestosis or silicosis or other fibrosis of the lungs or any other illness or disease related to infection of the respiratory system following continuous or continual inhalation or ingestion or any substance or other illness or disease sustained by an employee which arises out of his her employment.

3. claims or liability for claims arising from any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV-III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.
4. any liability for wrongful dismissal arising directly or indirectly out of any unfair labour practice within the meaning of the Labour Relations Act Number 28 of 1956 or as amended.

Sub-section D – Errors and omissions

The insurers will pay to or on behalf of the insured all sums up to the limit stated in the schedule, which the insured shall become legally liable to pay by way of compensation as a result of a claim or claims first made against the insured and notified to the company during the Period of Insurance arising out of any act, advice, error or omission committed, or alleged to have been committed, subsequent to the effective date by or on behalf of the Insured in connection with the Insured's business as specified in the Schedule.

For the purposes of this Sub-section, the term "claim or claims" shall mean any

1. writ, summons, application or other legal or arbitral proceedings, cross-claim or counterclaim issued against or served upon the Insured.
2. written or verbal demand alleging liability communicated to the insured under any circumstances and by whatever means.

Sub-section D – Exclusions

This insurance shall not apply to

1. a. any claims or claims first made against the insured prior to the inception of this policy
b. any fact, situation or circumstance of which the insured had become aware prior to the inception of this policy, which a reasonable person in the insured's position would have considered may give rise to a claim or claims under this or similar or like policies.
2. any claim or claims arising out from any actual act, error or omission or conduct by or on behalf of the insured prior to the effective date of this policy.
3. any claim which is based on or is attributable to any failure or omission on the part of the insured to effect or maintain insurance.
4. any claim arising out of delays in the performance of services or the supply of products.
5. any claim arising out of any form of industrial action, whether such action is taken by the Insured's employees or by others.
6. any claim for the failure to perform to the conditions of any contract.
7. any claim for which cover is provided for elsewhere in this insurance.

Section exclusions – Personal liability

In addition to the Section Exclusions and the Sub-section Exclusions, the indemnity granted to the owner of the establishment specified in the schedule under "Indemnity to others" does not cover liability.

1. Own employment
arising out of and in the course of the owner's employment, business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration, other than in respect of the establishment stated in the Schedule.
2. Own property
arising out of the ownership or possession or use or occupation of any land, buildings or structures; or handling of any firearms or airguns or any animals (other than dogs and cats).
3. Dishonest acts
arising out of any dishonest, fraudulent or malicious act of the owner.

4. Sexual molestation
arising out of any acts of physical assault, corporal punishment, physical or sexual abuse, or sexual exploitation by the owner.
5. Participant sports
arising out of any liability to a fellow participant in any contact sport.

Liability section exclusions

In addition to the Exclusions specified under General exceptions, conditions and provisions of this Policy, and the Sub-section A Exclusions, this Section does not cover:

1. Deliberate acts
Liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the insured's technical or administrative management of the need to take all reasonable precautions to prevent injury or damage.
2. Contractual liability
Liability assumed by the insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee.
3. Fines, penalties and punitive damages
Liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.
4. Damage to products
Liability for damage to any product or part thereof.
5. Product guarantee
Liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement.
6. Recall
Liability arising directly or indirectly out of the recall of any product or part thereof.
7. Aviation products
Liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft.
8. Asbestos
 - a. Liability directly or indirectly caused by or alleged to have been caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or asbestos containing products.
 - b. Any obligation to defend any claim or suit against the insured alleging liability resulting from (a) above not to the company's liability for defence costs arising there from.
9. Terrorism
Notwithstanding any provision to the contrary in this policy or any endorsement thereto it is agreed that this Section of the policy excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious,

ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the insurer alleges that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this Section of the policy the burden of proving the contrary shall be upon the Insured.

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

10. Internet cyber liability

Any claim, loss, liability or costs and expenses incurred directly or indirectly in connection with any operations involving the internet, intranet and extranet.

- a. Notwithstanding the above, it is hereby understood and agreed that the indemnity provided by this section shall apply to cover the liability of the company arising from the following:
 - i. Negligent act, error, omission and/or negligent misrepresentation and/or negligent misstatement.
 - ii. Defamation, malicious falsehood (including slander of title and slander of goods) unintentional false attribution of authorship or passing off.
 - iii. Unintentional infringement of intellectual property rights (including copyright, trademark, service mark, moral rights, patent rights, registered design) breach of confidence or infringement of any rights of privacy.
 - iv. Unintentional misuse of any information, which is either confidential or subject to statutory restrictions on its use.
- b. The Policy does not cover liability arising out of the loss, damage, disclosure, inaccessibility, incorrect rendering, duplication or detrimental change to any Data or of any consequence therefrom, unless as a direct consequence of Damage to tangible property.

Data shall mean any machine readable information including ready for use programs or electronic data, irrespective of the way it is used and rendered including but not limited to text or digital media.

Liability section conditions

In addition to the Conditions specified under General exceptions, conditions and provisions, this Section is subject to:

1. Self-insured excess

The insurers shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Section, including Defence Costs, which exceeds R1,000. The insured shall retain this Self-Insured Excess for its own account and shall not insure it elsewhere.

2. Subrogation

The insurers shall become subrogated to all rights of recourse and remedies of the insured, before as well as after any payment by the insurers to the extent of such payment and the Insured shall take all reasonable steps to preserve such rights and remedies.

Notwithstanding the above, if any payment is made or may be made under this Section and the insurers is thereupon subrogated to the insured's rights of recovery in relation thereto, the insurers agree not to exercise any such rights against any director or employee of the insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

The insured shall give all such assistance in the exercise of rights of recovery as the insurers may reasonably require.

3. Relinquishment

The insurers may at any time pay to the insured in connection with any claim or series of claims under this Section, the amount of the Limit of Liability remaining under this Section or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid.

Upon such payment being made, the insurers shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However, if insurers exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Section then the Insurers will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Section bears to the total amount which in the opinion of the insurers at the time of relinquishment will be necessary to dispose of the claim.

4. Timing of injury and damage

Where it is not otherwise possible to ascertain the timing of injury or damage, then for the purpose of determining the indemnity granted by this Section

- a. injury will be deemed to have occurred when the claimant first consulted a qualified medical practitioner regarding such Injury, whether or not it was correctly diagnosed at that time. If no such consultation took place, then the Injury will be deemed to have occurred when the insured first received written notice of the Injury.
- b. damage will be deemed to have occurred when the claimant first became aware of such damage, even if the cause was unknown.

5. Service of suit

It is hereby agreed that

- a. this insurance shall be governed by the law of the Republic of South Africa whose Courts shall have jurisdiction in any dispute arising hereunder; and
- b. any summons, notice or process to be served upon the company for the purpose of instituting any legal proceedings against them in connection with this section of the policy may be served upon:

Bryte Insurance Company Limited
15 Marshall Street, Ferreirasdorp,
Johannesburg

Extended passenger liability section

1. Operative clause

- a. The company will indemnify the Insured in the event of an accident occurring during the Period of Insurance stated on the schedule caused by or through or in connection with any vehicle specified on the motor section schedule of this policy against the Insured's legal liability to pay damages and claimants' costs in connection therewith in respect of injury to any persons carried in or upon or entering or getting onto or alighting from any vehicle but excluding
 - i. 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. any claim arising out of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.
- b. For the purpose of determining the indemnity granted:
 - i. "injury" means death or bodily injury.
 - ii. "vehicle" means any motor vehicle owned hired leased or used by the Insured.

2. Indemnity to others

The indemnity granted shall extend at the Insured's option and subject to Insurer's consent which consent shall not be unreasonably withheld to any person who is driving or using a Vehicle on the Insured's order or with the Insured's permission provided that

- a. such person shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.
- 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 of any amount not recoverable thereunder.

3. Definitions

Costs & expenses

Shall mean those Costs and Expenses incurred

- a. by the Insured with the consent of the company which consent shall not be unreasonably withheld
 - i. in the defence or settlement of any claim under this Policy.
 - ii. in the representation at any Inquest, Accident Inquiry in respect of Injury which may form the subject of indemnity by this Policy and/or defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy.
- b. for such emergency medical treatment as may appear necessary in respect of Injury which may form the subject of indemnity by this Policy.

4. Limits of indemnity

Insurer's total liability to pay damages and claimants' costs in connection therewith and Costs and Expenses shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising from one cause in connection with any one Vehicle.

5. Exclusions

This Policy does not cover liability

- a. arising out of any circumstances compulsorily insurable by legislation governing the use of any vehicle.
- b. whilst the Vehicle is being used for racing speed or other contests rallies or trials.
- c. for claims if the persons carried exceeds the Vehicles carrying capacity for which it is constructed or licensed to carry.
- d. whilst the Vehicle is being used other than in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi or Mozambique.
- e. 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;

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 Exclusion 5.4 above or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or if a licence is not required by law or while such driver is learning to drive and is complying with the laws relating to learners.

- f. whilst the vehicle is being used in a condition which does not comply with the provisions and regulations of the National Road Traffic Act 93 of 1996, the National Road Traffic Regulations 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the use of motor vehicles on a public roadway in South Africa or any similar legislation which applies to the countries specified as the territorial limits in the schedule.
- g. for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.
- h.
 - i. for 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. for any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

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

Conditions

1. The Insured shall not without the consent in writing of the Insurer make any admission offer promise or payment in connection with any claim against the Insured or circumstance or other matter or thing which may give rise to a claim under this Policy. The company shall be entitled but not obliged to take over and conduct in the name of the insured the settlement or defence of any claim or to 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 and the insured shall make available such information and afford access to such records as the company may require.
2. The insured shall give notice to the company as soon as reasonably practicable of any material variation in any of the facts existing at the date of the proposal.

3. The company may at any time pay to the insured the Limit of Indemnity (after deduction of any sums already paid) or any lesser amount for which a claim or series of claims under this Section of the Policy can be settled and upon which payment the Insurer shall be under no further liability in respect of such claim or series of claims.
4. Any claim made against the Insured which is the subject of insurance by any other policy shall not form the subject of indemnity by this Policy and this Policy shall not be drawn into contribution with such other insurance.

Hazardous goods warranty

The company shall not be liable for any accident, injury, loss, damage or liability while the vehicle is being used for the carriage of hazardous or dangerous goods unless in compliance with the SABS standard specifications incorporated in chapter VIII of the National Road Traffic Act 93/1996 covering Dangerous Goods or similar legislation in other territories or in the absence of such legislation the United Nations regulations pertaining to the transportation of Hazardous Goods shall apply.

Business interruption section

Defined events

1. 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
 - a. perils a to h of the contents section of this policy but in respect of perils described by Perils Covered (g) of the Contents section the following shall apply:
 - i. Cover shall commence seven days after the date of loss or seven days after the date on which the claim has been reported whichever is the later.
 - ii. Cover shall cease 30 days after the date on which the loss occurred.
 - b. the building section of this policy.
 - c. any other material damage insurance covering the interest of the insured but only in respect of perils insured under the building 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.

Specific exclusion

1. Cover for Business Interruption following theft does not apply to "Contents excluding Theft" section nor "Theft" section of this policy.

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 5 and 6, with due diligence do or concur in doing and permit to be done all things which may reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss.

In the event of a claim being made under this section the insured shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the company may in writing allow, at their own expense deliver to the company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom.

No claim under this section shall be payable unless the terms of this specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the company forthwith.

Item 1 – Revenue

The insurance under this item is limited to

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

The amount payable as indemnity hereunder shall be

1. in respect of loss of revenue

the amount by which the revenue during the indemnity period shall, in consequence of the Damage, fall short of the standard revenue;

2. in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the

indemnity period in consequence of the Damage, but not exceeding the amount of loss of revenue thereby avoided;

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

Item 2 – 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 3 – Gross rentals

The insurance under this item is limited to

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

and the amount payable as indemnity hereunder shall be

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;

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 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 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 revenue where the maximum indemnity period exceeds 12 months.

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.

Revenue

The annual amount of 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 annual amount of money paid or payable to the insured by tenants or guests in respect of rental of the premises and for services rendered.

Standard revenue/Standard gross rentals: The revenue/gross rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the indemnity period to which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the 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 reasonable practicable the result which, but for the Damage, would have been obtained during the relative period after the Damage.

Annual revenue/Annual gross rentals: The revenue / gross rentals during that period in the 12 months immediately before the date of the Damage.

Note: If the Damage occurs before the completion of the 1st year's Trading of the business at the premises, the value of the above terms shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of Damage.

Memo

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

Extensions and clauses

1. Accountants clause

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

2. 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.

3. Prevention of access

Property within a 50 km radius of the insured's premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the insured therein shall be damaged or not.

4. Public telecommunications

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunication facilities to the premises of the insured shall be deemed to have resulted from Damage (as within defined)

This extension does not cover loss resulting from damage directly or indirectly caused by

- a. a fault on any part of the premises belonging to the insured.
- b. a decision by any authority to legally withhold the telecommunication facility from the insured unless such decision is directly attributable to Damage to property of such authority.
- c. any event described in General exception 1 and 2 but cover provided under the Malicious damage extension in the underlying policy is not excluded.

If the failure of the facility is due to its mechanical or electrical or electronic breakdown, there shall be no liability under this extension unless the interruption of or interference with the business of the insured extends beyond 24 hours.

5. Public utilities

Loss as insured resulting from interruption or interference with the business in consequence of total or partial failure of the public supply of water, gas or electricity to the premises of the insured or public sewerage facilities/services from the premises of the insured shall be deemed to have resulted from Damage (as within defined)

This section does not cover loss resulting from damage directly or indirectly caused by

1. drought.
2. pollution of water.

3. shortage of fuel or water.
4. a fault on any part of the installation belonging to the premises.
5. the exercise of an authority empowered by law to supply water, gas or electricity or provide sewerage facilities/services of its power to withhold or restrict such supply or facility/service unless such withholding or restriction is directly attributable to Damage to property of such authority.
6. any event described in General exception 1 and 2 but cover provided by the Malicious damage extension in the underlying material damage section of this policy is not excluded.

In respect of interruption of or interference with the business arising from mechanical or electrical or electronic breakdown, there shall be no liability under this extension for interruption of or interference with the business unless such interruption or interference extends beyond 24 hours from commencement thereof.

6. Other events

1. Loss directly resulting from interruption of or interference with the business in consequence of
 - a. violent crime, murder, rape or suicide occurring at the premises stated in the schedule
 - b. food or drink poisoning at the premises stated in the schedule
 - c. closure of the premises stated in the schedule due to vermin, pests, or defective sanitary arrangements
 - d. shark attack or wild animal attack within 1km of the premises stated in the schedule
 - e. bomb threat or oil spill to beaches, rivers or waterways within 1km of the premises.

All covers (a to e) are limited to a 3-month indemnity period or a maximum of R250,000 whichever in the greater.

2. Loss directly resulting from the interruption of or interference with the business resulting from the cancellation of a public sporting or cultural event within 5 kilometres of the premises stated in the schedule. In the event of such loss the insured is required to provide such proof as may be required by the company to substantiate that such loss was caused as a result of the cancelled event. The insured will be responsible for the first R500 of any such loss. The company's maximum indemnity of R100,000 will apply per event or R250,000 per twelve-month period.
3. Loss directly resulting from the interruption of or interference with the business resulting from staff stayaways, legal or against the employer's contract. The company shall not be liable for any loss incurred in the first two days of such stayaway and the maximum indemnity of R50,000 per event.
4. Loss directly resulting from interruption of or interference with the business following the death or hospitalisation resulting from an accident of a "key" member of the business being a spouse, partner or manager. In every case the company's liability will be limited to a maximum of 30 days from the death or first hospitalisation including the recuperation period. The company's maximum indemnity of R100,000 will apply per event or R250,000 per twelve-month period.
5. Loss directly resulting from Interruption of or interference with the business following the failure of any equipment at the premises necessary in the operation of the establishment but excluding the first R1,000 of any loss. Cover shall commence when the failure of such equipment is reported. The insured shall take all reasonable steps to minimise such loss. The company's maximum indemnity of R50,000 will apply per event.
6. Loss directly resulting from interruption of or interference with the business following the hospitalisation and recuperation period as a result of illness of a "key" member of the business being a spouse, partner or manager. The company will not be responsible for the first seven days of such loss but where the period of hospitalisation and recuperation exceeds seven days the company shall be liable for the full period but in every case limited to 21 (twenty one) days from date of first hospitalisation. The company will not be liable for the first 24 hours in the event of each and every claim. The company's maximum indemnity of R100,000 will apply per event or R250,000 per twelve month period.

7. Loss directly resulting from the cancellation of
- a. accommodation defined as bed and breakfast, by a guest by any reason over which the guest has no control and which specifically prevents the insured from being able to fulfil the accommodation booking. In respect of any event giving rise to such claim the insured must produce satisfactory proof that no alternate arrangement could have been made.
 - b. other facility and/or activity offered at the premises. If stated in the schedule to apply and the specific facility and/or activity noted.

The insured will be responsible for the first R500 of any such loss. In every case the company's liability will be limited to a maximum of 30 days or R100,000 per event or R250,000 per twelve-month period.

8. Loss directly resulting from interruption of or interference with the business by any event giving rise to abnormal noise at any neighbouring premises within 250 metres of the premises insured by this policy following building operations except where the insured was aware of the building operations having commenced or being due to commence at the time of accepting the reservation the subject of the claim at such neighbouring premises. This extension does not apply to road works noise. In every case the company's liability will be limited to a maximum of 30 days or R100,000 per event or R250,000 per twelve-month period.
9. Loss directly resulting from interruption of or interference with the business as a result of the infestation of the premises by bees, wasps or hornets. In every case the company's liability will be limited to a maximum of 30 days or R100,000 per event or R250,000 per twelve-month period.
10. Loss directly resulting from the interruption or interference with the business as a result of any inappropriate behaviour by a member of the insured's staff. It is a condition precedent to liability that the inappropriate behaviour which leads to such loss shall result in the fair dismissal of the staff member concerned. The company's maximum indemnity of R50,000 will apply per event.
11. Loss directly resulting from the cancellation of reservation by a guest in the event that their trip is curtailed (either shortened or altered) due to:
- a. The unexpected death, injury or illness of any of the travelling party residing at the insured's establishment or the unexpected death, injury or illness of a close business associate or family member.
 - b. The guest's home or the home of any of the travelling party temporarily residing at the insured's establishment is badly damaged by fire, storm or flood.

In respect of any event giving rise to such claim the insured must produce satisfactory proof that no alternate arrangement could have been made. The insured will be responsible for the first R500 of any such loss. In every case the company's liability will be limited to a maximum of 30 days or R100,000 per event or R250,000 per twelve-month period.

7. Accidental Damage Extension

The following defined event is added:

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

1. the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this defined event.
2. the company shall not pay more than the sum insured stated in the schedule of any Accidental Damage extension.

8. Inflation Protector (monthly policies only)

The sum insured under this section will be automatically increased to be commensurate with the trend in the rates of inflation and acquisition unless stated to the contrary in writing by the insured. The policy will be endorsed with the new sum insured at the annual anniversary date of the policy and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that sums insured represent the full value of the property insured at all times.

9. Failure of Auxiliary utilities

Loss as insured resulting from interruption or interference with the business in consequence of total or partial failure of any Auxiliary unit not the property of any public utility for the supply of water, gas or electricity to the premises of the insured shall be deemed to have resulted from Damage (as within defined).

This section does not cover loss resulting from damage directly or indirectly caused by

1. drought.
2. pollution of water.
3. shortage of fuel or water.
4. a fault on any part of the installation belonging to the premises.
5. any event described in General exception 1 and 2 but cover provided by the Malicious damage extension in the underlying material damage section of this policy is not excluded.

In respect of interruption of or interference with the business arising from mechanical or electrical or electronic breakdown, there shall be no liability under this extension for interruption of or interference with the business unless such interruption or interference extends beyond 24 hours from commencement thereof.

10. Malicious Damage Extension

The following defined event is added:

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

Special conditions, clauses and warranties applicable (only applied if stated in the schedule)

Removal of inflation protector

Extensions and clauses, Inflation protector under this section of the policy wording is deleted.

Money section

Defined events

Loss of or damage to money (as defined) occurring from the premises stated in the schedule or in transit to and from any banking institution in the Republic of South Africa provided 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 this policy.

Definitions

Money shall mean cash, bank and currency notes 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.

Business hours as described in terms of "Limits" in this section of the policy shall be the hours between 08h00 and 20h30 daily unless agreed to the contrary by endorsement.

Limits

1. During normal business hours (as defined) per situation as stated on the schedule
2. Outside business hours in an approved safe:
 - Safe category limits
 - SABS no grading R5,000
 - SABS Category I grading R10,000
 - SABS Category II grading R20,000
 - SABS Category II HAD grading D3 R40,000
 - SABS Category II ADM grading R100,000
 - SABS Category II ADM grading D3 R125,000
 - SABS Category III grading R175,000
 - SABS Category IV grading R350,000
 - SABS Category V grading R500,000
3. Outside business hours not in a safe R1,500
4. While in the residence of any employee of the insured R1,500
5. In the custody of any partner, director, or employee while away from the premises on a business trip R1,500

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 shall not exceed R2,000 or the amount stated in the schedule 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 costs 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 unauthorised person may be in possession of a duplicate of such key provided that

- a. the company's liability shall not exceed R2,000 in respect of any one event.
- b. the company shall not be liable for the first R200 of each and every event.

3. 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.

Specific exceptions

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

1. arising from dishonesty of any principal, partner, director or person or persons in the employ of the insured not discovered within 14 working days of the occurrence thereof.
2. arising from shortage due to error or omission.
3. arising from the use of keys to any safe or strong room unless the keys
 - a. are obtained by violence or threats of violence to any person.
 - b. are used by the key holder or some other person with the collusion of the key holderand 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 strong room.
4. in an unlocked safe or strong room whilst the portion of the premises containing such safe or strong room is unattended but this exception will not apply if it can be shown to the satisfaction of the company that the key holder to the safe or strong room deliberately left it unlocked with the intention of allowing the money to be stolen.
5. not contained in a locked safe or strong room whilst the portion of the premises containing such money is unattended but this exception will not apply if it can be shown to the satisfaction of the company that the person(s) responsible for the money deliberately left it outside the safe or strong room with the intention of allowing it to be stolen.
6. 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 it being stolen.
7. 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 metres of it in a position from which the vehicle is clearly visible. This exception shall not apply following an accident involving such vehicle rendering the said person incapacitated.

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

Memoranda

1. Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director or person in the employ of 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

- a. 2 percent of the applicable limit under defined events plus
- b. a further amount of 10 percent of the net amount payable after deduction of the 2 percent 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 any fidelity insurance in operation for the insured in respect of the insured's Bed and Breakfast operation.
3. Money (as defined) in transit between the insured premises stated on the schedule of the policy and any banking institution shall be direct and uninterrupted.

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 hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the 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 the reasonable cost of transport to the permanent address of the insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Mozambique or Malawi provided that

1. the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage, but shall not exceed the reasonable market value of such 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 market value of such vehicle 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 of any expenditure (or less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by 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, audio and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.

Exceptions to sub-section A

The company shall not be liable to pay for

1. 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.
2. damage to tyres by application of brakes or by road punctures, cuts or bursts but if any part of the car is damaged and in addition the tyres, the entire claim including the tyres will be treated as a claim. The normal excess will apply and betterment will apply to the tyres that have been damaged.
3. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.
4. detention, confiscation or requisition by customs or other officials or authorities.
5. Costs exceeding R1,000 in respect of towing and/or storage costs at a supplier not within the Company's motor claims supply chain.

Sub-section B – Liability to third parties

Defined events

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which the insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of

1. death of or bodily injury to any person, 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.
2. damage to property other than 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 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 thereunder.
3. indemnify the insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under 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 of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

Exceptions to sub-section B

The company shall not be liable under this sub-section in respect of

1. so much of any compensation or claim as within the scope of any compulsory motor vehicle insurance enactment.

This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected.

2. 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 1,500kg)

3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.
4. liability to any fare paying passenger in the insured's vehicle who is not temporarily resident at the establishment insured by this policy.

Limits of indemnity

Unless otherwise stated, the liability of the company under this sub-section in respect of any one occurrence shall not exceed R2,000,000.

Sub-section C – Medical emergency treatment Costs

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 immediate medical treatment costs incurred and lead to hospitalisation of the each person as a result of such injury up to R3,000 per injured occupant but not exceeding R25,000 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 immediate medical treatment costs includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given

| Defined vehicle but only if it is insured | Specified part of vehicle in under sub-section A of this section which the injury must occur |
|--|--|
| Any private type motor car or motorised caravan | Anywhere inside the vehicle |
| Any other type of insured vehicle other than a bus | Within 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 any one 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. (motor cycles (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 excluding any parts or accessories not permanently fitted thereto, any such vehicle being owned by or hired or leased to the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

Extensions

1. Passenger liability extension

The limit of indemnity for any one occurrence shall not exceed R2,000,000.

Where the Description of Use of the insured vehicle is in terms of Description of Use para 2, this extension will not apply to any passenger carried for reward.

This policy excludes liability to any fare paying passenger in the insured's vehicle who is not temporarily resident as a guest at the establishment insured by this policy unless stated to the contrary in the schedule.

2. Unauthorised passenger liability extension

The indemnity under sub-section B, notwithstanding exception 2 thereto extends to cover the insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed R2,000,000.

3. Parking facilities and movement of third party vehicles extension

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.

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.

4. Windscreen extension

The provisions of this section relating to First Amount Payable shall not apply to any payment for damage to windscreen glass, side or rear glass and headlights or driving lights forming part of any vehicle provided that

- a. no other damage has been caused to the vehicle giving rise to a claim under the policy.
- b. the insured shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

5. Waiver of subrogation rights

For the purposes of this section, the company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

6. 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.

7. 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.

8. Riot and strike extension

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

- a. civil commotion, labour disturbances, riot, strike or lockout;
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

provided that this extension does not cover

- a. loss or damage occurring in the Republic of South Africa and Namibia.
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- e. loss or damage related to or caused by any occurrence referred to in General exception 1(a) (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.

9. Loss of locks and keys extension

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 and including upliftment costs following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that

- i. the Company's liability shall not exceed R20,000

The provisions of this Section relating to first amount payable and No Claim Discount shall not apply to this extension.

10. Fire extinguishing charges extension

Any costs (not exceeding R7,500) 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.

11. Credit shortfall extension

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less

- 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 such 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 stated on the schedule 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 percent from the 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.

12. Contingent liability extension (not applicable to description of use para 2)

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).
- 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 only 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 travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension.
 - iv. if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy.
 - v. the terms exceptions and conditions of the policy shall otherwise apply.

13. Car hire following theft or accident extension

(Applicable to a motor vehicle specified in the schedule and described in terms of Definition 2(a) and 2(b) and insured comprehensively)

Following theft or accident of such motor vehicle the company will pay car hire charges not exceeding the amount stated on the schedule, excluding the cost of fuel or lubricants.

The period of hire shall commence not later than 21 days following the theft of the vehicle or accident and shall terminate on the day following repossession of the motor vehicle by the insured after the repairs necessary as a result of the theft or accident have been effected or the day following payment of the claim in respect of the motor vehicle, whichever is the soonest.

The maximum hire period in terms of this extension shall not exceed 30 days in total with a maximum amount per day as stated on the schedule.

Standard Car hire given is for a Group B vehicle unless otherwise stated in the schedule.

14. Reinstatement extension

Should the vehicle have travelled less than 30,000 km and be within the first year of registration (as new) and such motor vehicle is

- a. stolen and not recovered;
- b. damaged to such an extent that the estimated costs of repairs exceeds 70% of the listed price, the basis upon which the amount payable is calculated shall be the current cost of a new motor vehicle of the same or nearest similar model, subject to the sum insured/limit of liability stated on the schedule not being exceeded.

15. No Blame extension (Not applicable to any vehicle over R500,000)

In the event of any incident giving rise to any claim in terms of this section of the policy and resulting in accidental damage to the insured vehicle following collision where there is no doubt that the insured was not to blame for the damage as a result of such collisions, the First Amount Payable is waived and the No Claim Discount will not be affected. If however subsequent information is presented through any means to indicate that the initial decision regarding blame was not correct, this extension shall not apply and the First Amount Payable will then become payable by the insured and the No Claim Discount amended.

16. Emergency accommodation costs

In the event of any incident giving rise to a claim in terms of this section of the policy and resulting in accidental damage to the insured vehicle or the theft of the insured vehicle resulting in an overnight stop at a location in excess of 300 kilometers from the insured's premises, the company will pay the reasonable cost of emergency accommodation for the insured and the insured's family up to an amount not exceeding R3,000.

17. Unspecified Personal Accident (if stated in the schedule to apply)

If any passenger in the insured vehicle is injured or dies in a motor accident, the fault of the driver of the insured vehicle, the company will pay the percentage of compensation stated in the table below per insured event. The company will not pay more than the limit stated in the "UNSPECIFIED PERSONAL ACCIDENT" of the motor section of the policy in respect of any one person and no more than the limit stated on the schedule in respect of any one event irrespective of the number of passengers injured or killed.

In the event of Compensation being due under more than one of the benefits referred to hereunder as a consequence of any one accident to any one insured person the maximum amount payable hereunder shall not exceed 100% in total under Permanent Disability benefits.

The following percentages shall be payable in the event of Bodily injury resulting in:

| | |
|--|-------------|
| Death | 100% |
| Permanent Total Disability | 100% |
| Permanent and total loss of or use of speech | 100% |
| hearing in both ears | 100% |
| one ear | 25% |
| any limb | 100% |
| by physical separation at or above wrist or ankle of one or more limbs, and shall include total and irrecoverable loss of use of hand, arm of leg | 100% |
| one or both eyes | 100% |
| sight of one or both eyes | 100% |
| four fingers of either hand thumb, either hand | 70% |
| both phalanges | 30% |
| one phalanx | 15% |
| index finger, either hand | |
| three phalanges | 10% |
| two phalanges | 6% |
| one phalanx | 5% |
| any other finger, either hand three phalanges | 6% |
| two phalanges | 4% |
| one phalanx | 2% |
| toes | |
| all on one foot | 30% |

For Permanent Disability not specified herein a percentage which in the opinion of the company is consistent with the above insofar as possible.

Specific exceptions to this extension

- a. This extension does not apply to any person under 15 or over 70 years of age.
- b. The company may insist that any injured person submit to a medical examination and undergo any treatment specified. We will not pay compensation for a death claim until we have received a post mortem report.
- c. The company will not pay any compensation if the injury, death or disability is caused by
 - i. an existing physical defect or other infirmity of such person.
 - ii. the influence of alcohol or while the concentration of alcohol in your or the passenger's blood is over the statutory limit, or drugs or narcotics 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).
- d. The Company will not pay in respect of 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.

Memorandum

1. War clause

In respect of sub-sections B and C only, General exception 1 is deleted and replaced by the following:

This section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Description of use clause

1. Use for social domestic and pleasure purposes and use for the business or occupation of the insured excluding Racing speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.
2. Use for social domestic and pleasure purposes, use for the business or occupation of the insured or for the use of other business excluding Racing speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.
3. Use for social domestic and pleasure purposes only excluding racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade.

The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

No claim discount

In the event of no claim being made or arising under this policy during a period specified below immediately preceding the anniversary of this policy, the premium for the period to the following anniversary of the policy will be subject to the No Claim Discount as follows:

The preceding year 10%

The preceding two consecutive years 20%

The preceding three consecutive years 30% (only applicable to BnB CLUB Blue status members)

Otherwise than above NIL

In the event of any claim being paid in terms of this section of this policy, the premium for this section will be amended in terms of the NO CLAIM DISCOUNT table from the month following payment of the claim. If more than one vehicle is described in the schedule of this policy, the No Claim Discount shall be applied as if a separate policy had been issued in respect of each such vehicle.

Optional limitations (if stated in the schedule to be applicable)

Third party only limitation

Sub-sections A and C are cancelled

Third party, fire and theft only limitation

The liability of the company under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, sub-section C, is 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, Mozambique, Eswatini, Zimbabwe and Malawi, but the insurers will indemnify the insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit.
 - 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 the insured) 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 the insured) 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 any licensing laws is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.
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.
3. The company shall not be liable for any accident, injury, loss, damage or liability while the vehicle is being used for the carriage of hazardous or dangerous goods unless in compliance with the SABS standard specifications incorporated in chapter VIII of the National Road Traffic Act 93/1996 covering Dangerous Goods or similar legislation in other territories or in the absence of such legislation the United Nations regulations pertaining to the transportation of Hazardous Goods shall apply.
4. The company shall not be liable for any accident, injury, death, damage, loss (including consequential loss) or any liability of whatsoever nature while the Insured vehicle is in or on that part of an airside. Airside is deemed to be any area of the airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Specific condition

If, during the currency of this section, any driver's licence in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if the insured or their authorised driver shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured has knowledge of such fact.

Accounts receivable

Defined events

Loss or damage as a result of accident or misfortune (hereinafter termed Damage) to: the insured's books of account as a B&B or guesthouse establishment

or

other business books or records

at

the premises stated in the schedule

the residence of any director, partner or employee

the premises of any accountant of the insured,

in consequence whereof the insured is unable to trace the outstanding debit balances in whole or in part due to it provided that the liability of the company shall not exceed the sums insured stated on the schedule and the basis of indemnity will be as set out in the specification that forms part of this section of the policy.

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 insured premises, provided the insured shall advise the company 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.

Sum Insured – as stated on the schedule of this section of the policy.

First amount payable by the insured in the event of a claim – as stated on the schedule of this section of the policy.

Specific exceptions

The company will not pay for

1. loss resulting from loss or damage to the books of account or other business books or records caused by
 - a. wear and tear or gradual deterioration or moths or vermin.
 - b. detention, seizure or confiscation caused by any lawfully constituted authority.
 - c. electrical or electronic or magnetic injury, disturbances or erasure unless the insured maintains duplicate records, in which case the insured will be responsible for the first R500 of each and every loss.
2. loss caused by fraud or dishonesty of any principal, director, partner or employee of the insured.

Specification

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

1. the difference between
 - a. the outstanding debit balances and
 - b. the total amounts received or traced in respect thereof
2. additional expenditure incurred in tracing and establishing customers' debit balances after the Damage
Provided that;
 - i. the total amount claimable shall not exceed the sum insured stated on the schedule.
 - ii. If the sum insured under this item is less than the outstanding balances, the amount payable shall be proportionally reduced.

Definitions

Outstanding debit balances

The total declared in the statement last produced and adjusted for

1. bad debts.
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to customers' accounts in the period between the date to which the last statement relates and the date of Damage.
3. any abnormal condition of trade which had or could have had a material effect on the business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which have been obtained at the date of Damage had the Damage not occurred.

Clauses and memoranda

1. Accountants clause

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

2. Transit extension

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 stated in the schedule or residence of any director, partner, employee or accountant of the insured.

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 other than gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments 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 12 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;
 - ii.
 - 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 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 employee shall not exceed the sum insured stated opposite his name in the schedule or, if he is unnamed, the sum insured stated opposite the position held by him in the business as stated in the schedule;
 - iii. renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of the company beyond the sum insured stated in the schedule. If the period of insurance is less than 12 months the company's liability is limited to the sum stated in the schedule during any 12-month period of insurance calculated from inception or renewal;
 - iv. the term "dishonest personal financial gain" shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.
3. The amount claimed under this section may not exceed R30,000 in a 12 month period (unless stated otherwise in the schedule)

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
 - 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;
 - b. any consequential losses of any kind following losses referred to under defined events.
- 2. This section does not cover any company or other legal entity acquired during the period of insurance.
- 3. 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 methods 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 suretyship, insurance, reinsurance, security or indemnity taken or effected by the company or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the company and the insured to the extent of his coinsurance in terms of item (b) of the compulsory first amount payable clause.

Clauses and extensions accountants clause

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

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.

This section will also apply to defined events as insured herein which occurred up to 12 months prior to inception of this section but not more than 24 months prior to discovery, provided the events are discovered

within the shorter period of 12 months of the termination of the employment of the employee concerned or within 12 months of the expiry of this section.

Superseded insurances extension (if stated in the schedule to be included)

This section will apply to defined events insured herein which occurred during the currency of any insurance superseded by this section and specified in the schedule provided that:

1. this extension is restricted to losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the defined events;
2. the defined events are discovered within the shorter period of 12 months of the termination of the employment of the employee concerned or within 12 months of the expiry of this section;
3. the amount payable under this extension shall not exceed the amount insured by this section or the amount insured by the superseded insurance whichever is the lesser;
4. in the event of the defined events involving one employee or any number of employees occurring during both the currency of this section and that of the superseded policy, the maximum amount payable shall not exceed the amount insured by this section at the time of discovery of the defined events;
5. this extension will not apply to defined events which occurred more than the number of years stated in the schedule before inception of this section;
6. 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. a policy declared to the company at inception or renewal or at the time a claim is submitted;
- c. a fidelity pension fund policy which is not in excess of this section;
- d. this policy;

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

Compulsory first amount payable

The amount payable under this section in respect of a defined event involving one employee or any number of employees acting in collusion shall be reduced by:

- a. 2% of the aggregate of the sum insured under this section and the declared insurance or R60,000 whichever is the lesser plus
- b. a further amount of 10% of the nett amount payable after deduction of the amount specified in (a) above.

Both amounts shall be borne in full by 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 than 12 months after being committed but not more than 24 months thereafter | If policy has been extended to cover that part of losses discovered more than 24 months after being committed but not more than 36 months thereafter |
| Compulsory | | |
| Paragraph (a) | From 2% to 4% | From 2% to 5% |
| Paragraph (b) | From 10% to 15% | From 10% to 20% |
| Computer Losses | From 20% to 30% | From 20% to 35% |

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

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:

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

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 unreasonably withheld) for the recovery or attempted recovery from the employee in respect of whose dishonest or fraudulent acts the claim is made, of that part of the loss which exceeds the sum insured hereunder. All amounts recovered by the insured in excess of the said part of the loss shall be for the benefit of the company and the insured to the extent of 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 1(a) of the defined events (which limits cover to that part of losses discovered within 24 months) and proviso 6 of the superseded insurance extension clause (if applicable) are deleted
2. if any defined event is discovered more than 12 months after it was committed, the percentages contained in the undernoted first amount payable clauses are increased as follows:

| First amount payable clause | First amount payable increased to percentage shown below if losses discovered more than 12 months after being committed |
|-----------------------------|---|
| Compulsory | |
| Paragraph (a) | From 2% to 3% |
| 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 case the first amount payable applicable for that period will 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 or legislation of the Republic of South Africa require such action to be taken.
2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this section.
3. General exceptions 1 and 2 and general condition 9 do not apply to this section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.

Personal accident section

Section 1 – Personal accident insurance

Operative clause

The company will pay in respect of the insured person stated in the schedule of the policy sustaining accidental bodily injury during the period of Insurance. The company will pay to the insured according to the Schedule of Compensation after the total claim shall be substantiated under this section of the policy.

Provided always that

1. a. compensation under this section shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one accident, and
b. no weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by the company. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same accident.
2. the total sum payable under this Section in respect of any one or more accidents shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Compensation,
3. if Item 1 of the Schedule is not covered, then no claim shall be payable, other than for weekly compensation, in respect of any accident which would have given rise to a claim under Item 1 had that item been covered.
4. if Item 1 of the Schedule is covered and an accident causes the death of the Insured Person within twelve months following the date of the accident and prior to the definite settlement of the compensation for disablement provided for under Item 2 of the Schedule, there shall be paid only the compensation provided for in the case of death.
5. compensation shall only be payable under items of the Schedule if
 - a. under Item 1, death occurs within twelve months of the date of the accident.
 - b. under Item 2, loss occurs within twelve months of the date of the accident.
6. under Item 3, notwithstanding the Sum Insured stated in the Schedule, any Compensation payable shall not exceed the average total net income, after deductions of all taxes, of the Insured Person.

Definitions

1. Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the insured person is travelling.
2. Bodily Injury means identifiable physical injury which is caused by an Accident.
3. Permanent Total Disablement means disablement as listed in the Schedule of Compensation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
4. Temporary Total Disablement means the insured is wholly and continually prevented from performing all major normal duties pertaining to his usual business.
5. Loss of a Limb means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
6. Air Travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
7. Words in the masculine gender shall include the feminine.

Personal accident section exclusions

In addition to the Exclusions specified under General exceptions, conditions and provisions this Section does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
2. radioactive contamination
3. the Insured Person engaging in or taking part in
 - a. naval, military or air force service or operations.
 - b. winter sports (other than skating or curling)
 - i. at any winter sports resort, or
 - ii. anywhere outside.
 - c. skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race.
 - d. driving or riding on motor cycles or motor scooters over 125cc. unless stated in the schedule to the contrary.
4. the Insured person engaging in air travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
5. suicide or attempted suicide or intentional self-injury or the Assured being in a state of insanity.
6. any illness.
7. deliberate exposure to exceptional danger (except in an attempt to save human life), or the insured person's own criminal act, or the insured person being under the influence of alcohol or drugs.
8. any loss, damage, cost or expense directly or indirectly arising out of, contributed to by, or resulting from any infectious epidemic/pandemic (if classified either way by the appropriate national or international body/agency) which leads to:
 - i. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and/or
 - ii. any travel advisory or warning being issued by a national or international body or agency and in respect of (i) or (ii) any fear or threat thereof (whether actual or perceived) if the company alleges that by reason of this exclusion, any loss is not covered by this Policy the burden of proving the contrary rests upon the Insured.
9. any loss, damage, cost or expense directly or indirectly arising out of any professional sport.

Personal accident section conditions

In addition to the Conditions specified under General exceptions, conditions and provisions the following specific conditions shall apply to this section:

1. If the insured person shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Section without first notifying the company and obtaining their written agreement to the amendment of this Section (subject to the payment of such additional premium as the company may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any accident arising therefrom.
2. If the consequences of an accident shall be aggravated by any condition or physical disability of the insured person which existed before the accident occurred, the amount of any compensation payable under this Section in respect of the consequences of the accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
3. Subject always to General Condition 6 of this policy notice must be given to the company as soon as reasonably practicable of any accident which causes or may cause disablement within the meaning of

this Section, and the insured person must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to company as soon as practicable in the event of the death of the insured person resulting or alleged to result from an accident.

It is a condition precedent to company's liability to pay compensation to the insured person or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the company and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of the insured person.

4. Any fraud, concealment, or deliberate mis-statement either in the proposal on which this Section is based or in relation to any other matter affecting this Section or in connection with the making of any claim hereunder shall render this Section null and void and all claims hereunder shall be forfeit.

Schedule of compensation

In the event of Compensation being due under more than one of the benefits referred to hereunder as a consequence of any one accident to any one insured person the maximum amount payable hereunder shall not exceed 100% in total under Permanent Disability benefits.

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

| | |
|--|------|
| Death | 100% |
| Permanent Total Disability | 100% |
| Permanent and total loss of or use of speech | 100% |
| hearing in both ears | 100% |
| one ear | 25% |
| any limb | 100% |
| by physical separation at or above wrist or ankle of one or more limbs, and shall include total and irrecoverable loss of use of hand, arm or leg | 100% |
| one or both eyes | 100% |
| sight of one or both eyes | 100% |
| four fingers of either hand thumb, either hand | 70% |
| both phalanges | 30% |
| one phalanx | 15% |
| index finger, either hand three | 10% |
| two phalanges | 6% |
| one phalanx | 5% |
| any other finger, either hand three phalanges | 6% |
| two phalanges | 4% |
| one phalanx | 2% |
| toes | |
| all on one foot | 30% |
| great, both phalanges | 5% |
| great, one phalanx | 3% |
| other than great, if more than one toe lost, each | 2% |
| metacarpals or | |
| metatarsals first or | 3% |
| third, fourth or fifth (additional) | 2% |

For Permanent Disability not specified herein a percentage which in the opinion of the company is consistent with the above insofar as possible.

Motor personal accident (if stated in the schedule to apply)

If any passenger named on the schedule in the insured vehicle is injured or dies in a motor accident, the company will pay the percentage of compensation stated in the table below per insured event. The company will not pay more than the limit stated in the "MOTOR PERSONAL ACCIDENT" of the PERSONAL ACCIDENT section of the policy.

Schedule of compensation

In the event of Compensation being due under more than one of the benefits referred to hereunder as a consequence of any one accident to any one insured person the maximum amount payable hereunder shall not exceed 100% in total under Permanent Disability benefits.

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

| | |
|--|------|
| Death | 100% |
| Permanent Total Disability | 100% |
| Permanent and total loss of or use of speech | 100% |
| hearing in both ears | 100% |
| one ear | 25% |
| any limb | 100% |
| by physical separation at or above wrist or ankle of one or more limbs, and shall include total and irrecoverable loss of use of hand, arm or leg | 100% |
| one or both eyes | 100% |
| sight of one or both eyes | 100% |
| four fingers of either hand thumb, either hand | 70% |
| both phalanges | 30% |
| one phalanx | 15% |
| index finger, either hand three phalanges | 10% |
| two phalanges | 6% |
| one phalanx | 5% |
| any other finger, either hand three phalanges | 6% |
| two phalanges | 4% |
| one phalanx | 2% |
| toes | |
| all on one foot | 30% |
| great, both phalanges | 5% |
| great, one phalanx | 3% |
| other than great, if more than one toe lost, each | 2% |
| metacarpals or metatarsals | |
| first or second (additional) | 3% |
| third, fourth or fifth (additional) | 2% |

For Permanent Disability not specified herein a percentage which in the opinion of the company is consistent with the above insofar as possible.

Specific exceptions to this extension

- a. This extension does not apply to any person under 15 or over 70 years of age.
- b. The company may insist that any injured person submit to a medical examination and undergo any treatment specified. We will not pay compensation for a death claim until we have received a post mortem report.
- c. The company will not pay any compensation if the injury, death or disability is caused by
 - i. an existing physical defect or other infirmity of such person.
 - ii. the influence of alcohol or while the concentration of alcohol in your or the passenger's blood is over the statutory limit, or drugs or narcotics 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).
- d. The Company will not pay in respect of 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.

Section 2 - Medical emergency treatment costs

The company will pay the insured persons stated in the Schedule, to the extent and in the manner herein provided, that if an insured person sustains accidental bodily injury (as defined) during the period of this section, all the immediate medical treatment costs necessarily incurred and lead to hospitalisation of the insured person.

Definitions

1. **Bodily Injury** means identifiable physical injury which is caused by an Accident.
2. **Accident** means a sudden, unexpected, unusual, specific event, including a Traumatic Experience, which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the insured person is travelling.
3. **Air Travel** means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from following a flight.
4. **Immediate Medical Treatment** means a medical practitioner's treatment, consultations and prescribed medication in respect of treatment commencing within 24 hours of the time and date of the bodily injury.
5. **Medical Emergency Treatment costs** means all reasonable and unexpected costs incurred by the insured person for injury that requires immediate medical treatment at a hospital as a result of an accident. The insured person has to be admitted to a hospital for medical treatment for injury that in a medical practitioner's opinion is an emergency and requires hospital admission.
6. **Words in the masculine gender** shall include the feminine.

General provisions

In addition to the Provisions specified under General exceptions, conditions and provisions, this Section is subject to:

1. The compensation specified for Total or Partial Disablement shall cease as soon as the bodily Injury causing the incapacity has healed insofar as it is reasonably possible but shall in any event not be payable for more than the 26 weeks, unless otherwise specifically reduced within this Section.
2. Any compensation payable by the Insurers for any period of Total or Partial Disability arising out of Bodily Injury shall be reduced by an amount equal to the compensation received or receivable by or on behalf of the insured person under the compensation for any legislation for the same or a lesser period.
3. Any amount payable for Total Disability of an Insured Person may be reduced to an amount representing the actual loss of net revenue to the business as a direct result of such Total Disability.

Where amounts recoverable from company are delayed pending finalisation of any claim, payments on account will be made to the Insured or the Insured's legal representative at the Insured's option, on receipt by the company of certification by a physician appointed by the company.

Pleasurecraft section

Specific definitions

1. Vessel means the vessel named in the schedule comprising the hull, superstructure, fittings, electrical machinery, engines, inboard motors, dinghies, gear and equipment (not electronic equipment) such as would normally be sold with the vessel as one unit.

Outboard motors, tenders, launching dollies / trolleys and trailers and any radios, echo-sounders and similar type navigation and/or navigational and/or electronic equipment, any covers and safety equipment are not included unless separately declared and valued in the schedule or by endorsement.

2. Complete vessel means the hull, superstructure, fittings, machinery, engines, motors, dinghy, gear and any radar and equipment as would normally be sold as one unit.
3. Private residence means the insureds' permanent home including all land within its boundaries.
4. Replacement value of the vessel means the
 - a. new replacement cost where the vessel is less than 4 years in age.
 - b. reasonable market value where the vessel is older than 4 years.
5. In commission means the period when the vessel is available for immediate use.
6. Semi-rigid vessel means a vessel using pontoons, made of rubber or other material, which are inflated under pressure with a rigid hull.

Sub-section 1 - Loss of or damage to the vessel

Indemnity to the insured

1. The company will by payment or at its choice by repair or replacement indemnify the insured in respect of damage caused by a defined event. Repair or replacement shall be as close to the original specification as possible but the company shall not be expected to achieve an exact restoration.
2. The company's maximum liability is the sum insured stated in the schedule or the replacement value of the vessel at the time of such loss or damage, whichever is the lower.
3. If the sum insured on the vessel is less than her replacement value at the time of damage the insured will be considered as being their own insurer for the difference and will bear a rateable proportion of the loss.

Defined events

Damage to the vessel caused by external accidental means, including

1. perils of the seas, rivers, lakes or other navigable waters.
2. fire.
3. jettison.
4. piracy.
5. collision with dock or harbour equipment or installation, land conveyance, aircraft and other aerial devices or articles dropped from them.
6. earthquake.
7. lightning.
8. accidents in loading discharging or moving stores, gear, equipment or machinery.
9. explosion.
10. theft of
 - a. the vessel.

- b. the outboard motor provided it is securely locked to the vessel by an anti-theft device in addition to its normal method of attachment.
 - c. machinery including outboard motors gear or equipment following upon forcible and violent entry into or exit from the vessel or place of storage or repair.
 - d. the trailer whilst parked without the vessel.
11. loss of or damage to the vessel excluding electrical equipment, batteries and connections, motors and connections (but not strut shaft or propeller), caused by
 - a. latent defects in hull or machinery.
 - b. breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the broken shaft or boiler).
 - c. the negligence of any person whatsoever but excluding the cost of repairing any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.
 12. the cost of sighting the bottom after a grounding if reasonably incurred for that purpose even if no damage be found.
 13. loss of or damage to personal effects in the event of the vessel being stranded, sunk, burned or in a collision.

Specific exceptions to sub-section 1

The company will not be liable for

1. theft of the complete vessel whilst left unattended at any time unless the vessel is
 - a. within the walled and securely locked confines of the insureds' residence, or at a recognised place of repair or service, and theft is accompanied by visible forcible and violent entry or exit, unless the company has agreed in writing to the contrary.
 - b. at a recognised marina.
2. any costs and expenses incurred as a result of
 - a. wear and tear.
 - b. depreciation.
 - c. deterioration from use.
 - d. electrical or mechanical or electronic breakdown which shall include breakdown caused by the intake of foreign matter into the cooling system.
 - e. loss of use of any description.
3. loss of or damage to sails or protective covers split by the wind or blown away while set unless caused by damage to the spars or by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water.
4. sails, masts, spars, standing or running rigging whilst the vessel is racing unless caused by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water.
5. the cost of replacing or repairing any part condemned solely because of a fault in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.
6. damage to:
 - a. personal effects, consumable stores, fishing gear, scuba and/or diving gear;
 - b. moorings;
 - c. any other equipment not specified in the schedule.
7. theft of the complete vessel from a boat dealer's premises if left there for sale.
8. the vessel's dinghy not permanently marked with the name of the vessel.

9. damage caused
 - a. by the vessel being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore or river bank.
 - b. while the vessel is being used otherwise than in accordance with the description of use.
10. water-skis, ropes and all similar sporting equipment whilst being used or left unattended during use.
11. damage to outboard motors caused by dropping off or falling overboard unless the motors are bolted or chained to a permanent fixture in the hull.

Sub-section 2 - Liability

The company will indemnify the insured

1. for any damages including costs and expenses that the insured become legally liable to pay arising from the use of the vessel in respect of
 - a. injury.
 - b. damage.
 - c. the cost of any actual or attempted raising removal or destruction of the wreck of the craft or any neglect or failure to do so.
2. for any legal costs incurred with its written consent for representation at any coroner's inquest or fatal accident enquiry or for contesting liability or taking proceedings.
3. for all accidental damage caused by any person (other than a person operating or employed by the operator of a shipyard, marina, repair yard, slip way, yacht club, sales agency or similar organisation) navigating or in charge of the vessel with the insureds' permission provided that
 - a. indemnity will not apply to claims by any member of the same household as that person.
 - b. such person is not entitled to indemnity under any other policy.
 - c. such person will observe fulfil and be subject to the terms conditions and exceptions of this policy in the insureds' place.

Specific exceptions to sub-section 2

The company will not indemnify the insured in respect of

1. injury to
 - a. fare-paying passengers carried in or upon entering or getting on to or alighting from the vessel.
 - b. any member of the insureds' family normally resident with the insured.
 - c. any person in the insureds' employ arising from that employment.
 - d. any person who is engaged in water-skiing aquaplaning or another sport or activity while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore.
2. any liability, cost or expense arising in respect of punitive or exemplary damages however caused.
3. any liability, cost or expense arising out of seepage or pollution unless such seepage or pollution is sudden and unforeseen.

Sub-section 3 - General

Description of use

Vessel used solely for private domestic and pleasure purposes excluding -

hiring or carriage of passengers for hire or fare-paying passengers, racing speed or other contests rallies or trials.

Limits of indemnity

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

Sub-section 2 - Liability

Unless otherwise stated, the liability of the company under this sub-section in respect of any one occurrence on all vessels shall not exceed R2,000,000.

Sub-section 3 – General

First amounts payable

The insured will be responsible for the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance. This table must be read in conjunction with the relevant clauses in this section.

1. Basic Per schedule
2. Additional
 - a. Use of the vessel on the sea R250
 - b. Voluntary per schedule
3. Optional Extensions
 - a. Submerged objects cover 10% of claim

Cruising range

1. Inland waters only situated anywhere within the Republic of South Africa (including Durban harbour and Knysna lagoon), Namibia and Zimbabwe.
2. As above, including coastal waters subject to a maximum of 80 kilometres from the coastline.

Clauses

1. Replacement of gear and equipment

The company may make deductions on account of new material replacing old following loss of or damage to sails, masts, spars, standing and running rigging, protective covers, batteries and outboard motors. No settlement will however exceed the values declared in the schedule.

2. Pollution

Where the vessel is damaged by a defined event and subsequently becomes a pollution hazard or threat of a pollution hazard, the company will pay for any loss or damage to the vessel caused by any government authority acting to prevent or minimise such pollution hazard or threat thereof.

3. Medical Emergency Treatment Costs

If the insured sustains injury as a result of the vessel sinking or being in collision with any external object other than water the company will pay the immediate medical emergency treatment costs in connection with such injury incurred and lead to hospitalisation of each person. In respect of each person injured limited to R3,000 per person but not exceeding R25,000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

4. Duties as owner

The insured, the insureds' servants, the insureds' agents and all users of the vessel will

- a. take all reasonable steps to maintain the vessel, outboard motors, trailers and other insured property in a proper state of repair, seaworthiness and roadworthiness.
- b. exercise all due care and diligence in the crewing of the vessel.
- c. do everything reasonably possible to minimise or avert loss or damage. The company will pay for all charges and expenses reasonably and necessarily incurred by the insured in complying with this clause, provided this does not increase its maximum liability.

5. Surveys

When the age of the vessel exceeds 10 years the company will require to see a copy of an up-to-date independent professional survey report. The survey will be undertaken while the vessel is out of the water and at the insureds' own expense. The company may request subsequent survey reports at its discretion.

6. Launching through surf

When the vessel is being launched through the surf it will be fitted with at least two motors in workable and readily usable condition.

7. Breach of law and regulation

The insured will not use the vessel, nor will the insured allow or cause it to be used, in contravention of any law or regulation promulgated by any authority, including but not limited to Department of Transport regulations in terms of the Merchant Shipping Act 1951 as amended, in so far as they relate to pleasurecraft.

8. Repairs and tenders

The company will have the right to nominate the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of the vessel. Any additional expenses arising from compliance with its requirements will be refunded to the insured.

9. Constructive total loss

In ascertaining whether the vessel is a constructive total loss the replacement value will be taken as the repaired value and the damage or break-up value of the vessel or wreck will not be taken into account. No claim for constructive total loss based on the costs of recovery and/or repair of the vessel will be recoverable unless such loss would exceed the replacement value.

10. Unrepaired damage

In no case will the company be liable for unrepaired damage along with a subsequent total loss.

Optional extensions

1. Road or rail transit

Loss of or damage to the vessel including loading and unloading while being transported by road or rail within the territorial limits provided that the vessel is conveyed on a purpose-built, properly constructed roadworthy trailer and is adequately and properly secured to the trailer. The company will not pay for scratching, bruising and or denting and the cost of subsequent repairs or refinishing. This extension includes road accident damage to the trailer whilst being towed with or without the vessel.

2. Racing risk (sailing vessel)

The company will indemnify the insured in respect of loss of or damage to sails, masts, spars, standing and running rigging whilst racing; but its liability will be two-thirds of the costs of repair or replacement up to a maximum of two-thirds of the sum insured specified in the schedule.

3. Submerged objects cover

This section includes loss of or damage to rudder, propeller, strut, shaft, motor, electrical machinery or batteries and their connections caused by a collision with a submerged object.

The company will not indemnify the insured in respect of loss of or damage caused by

- a. the vessel racing or participating in speed tests or any trials.
- b. the intake of foreign matter into the cooling system of the machinery, engines or motor.

Burial costs section

The Insured person having applied for this Section, the Insurer agrees to pay the compensation assured under this section in accordance with and subject to the terms, conditions, provisos and exceptions as described in this section.

The policy schedule and any endorsements thereto and the policy wording, as amended from time to time shall be the basis of the contract and shall be read together and any word or expression to which a specific meaning has been given shall always bear that meaning. In the event of any conflict between the provisions of this section of the policy and any other documents aforementioned, the provisions of this section of the policy shall prevail.

The following people are covered

1. "Member"

A person who has applied to participate in this section of the policy and has been accepted in accordance with the eligibility conditions stated in the policy and benefit schedule.

2. "Spouse"

A person married to the Member by civil law, common law or tribal custom.

3. "Child"

Includes the following in relation to the Member and named on the proposal:

- a. A child of the Member by birth.
- b. A child stillborn following 28 weeks of pregnancy, while this section of the policy is in force.
- c. A stepchild.
- d. An illegitimate child and an adopted child. Providing that documentary proof satisfactory to the insurer of the relationship and identity is submitted in respect of illegitimate or adopted children.
- e. All unmarried children of the Member up to and including the age of 21 last birthday (or 24 next birthday if the child is at a registered educational institution and is still classified as a dependant) are included.
- f. Mentally retarded and permanently totally disabled children are included until their death or the Member's membership ceases, whichever event occurs first.

Definitions

1. Dependant

The spouse or child of the Member who is named on the schedule.

2. Assured person

The Member, his spouse and children who are named in the proposal form.

3. Accidental death

The death of the Assured Person as a result of bodily injury caused by or resulting from accidental, violent, external, visible, fortuitous and unforeseen means which is the sole and direct cause of the death of the Assured Person.

Exclusions

The insurers shall not be liable for any claim arising from

1. the death of the member or spouse who are under 65 years of age which death is not as a result of an accident during the first 4 (four) months following the date of commencement of cover. Once a premium has not been paid for a specific month, the four month waiting period shall once again come into effect.
2. the death of the member or spouse who is over 65 years of age which death is not as a result of an accident during the first 6 (six) months following the date of commencement of cover. Once a premium has not been paid for a specific month, the six month waiting period shall once again come into effect.

3. directly or indirectly as a result of suicide within the first 24 months of the date of commencement of cover.
4. directly or indirectly as a result of tuberculosis and cancer within the first 12 months of the date of commencement of cover.
5. directly or indirectly as a result of aids (HIV) within the first 24 months of the date of commencement of cover. The exclusions 1 to 4 will not apply in the event of a claim arising from accidental death other than accidental death as a result of
 - a. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, military or usurped power.
 - b. participation in labour disturbances, riot, strike or lockout or related to any taxi war.
 - c. directly or indirectly as a result of suicide or intentional self-inflicted injury.
 - d. the effects of radioactivity, or nuclear explosion.
 - e. involvement in criminal activities.
 - f. as a result of alcohol, drugs or narcotics.

General

1. Words referring to the masculine gender shall include the feminine and neuter genders and those indicating the singular shall include the plural and vice-versa, unless stated to the contrary.
2. This section of the policy, the proposal and the schedule shall be read together as one contract and any word or expression to which a specific meaning has attached in any part of this section or of the schedule shall bear such specific meaning wherever it may appear.
3. A period of 30 days of grace is allowed for the premium. During this time all benefits will remain in force. If any event occurs during the period of grace which results in a claim, the unpaid premium will be deducted from any payment made in respect of a claim.
4. This section of the policy is not assignable nor may it be pledged as security in any manner. Compensation will be paid only to the Assured Person or to the Assured Person's personal legal representative whose receipt shall effectually discharge the Insurers.
5. This section of the policy does not impose any restrictions in respect of residence or travel unless otherwise stated herein.
6. In the event of liability being rejected in respect of any claim and an action or suit not being commenced within 12 (twelve) months after the date of such rejection, all benefits under this section of the policy in respect of such claim shall be forfeited.
7. The death of an Assured Person shall be reported to the insurers within a period of 6 (six) months of the date of death. If for any reason whatsoever, notice following the death of the Assured Person under this section is not given within the stipulated period of 6 (six) months, all benefits under this section of the policy shall be forfeited and the claim shall become prescribed.
8. In the event of a claim the following documentation is required by the insurers:
 - a. A certified copy of the identity document of the main member.
 - b. A certified copy of the identity document of the deceased.
 - c. A certified copy of the death certificate of the deceased.
 - d. In the case of a legitimate biological child, a certified copy of the member's or spouse's identity document and marriage certificate and the child's birth certificate.
 - e. In the case of a stepchild, a certified copy of the relevant marriage certificate and the child's birth certificate.
 - f. In the case of an illegitimate or adopted child, a copy of the adoption certificate, an affidavit and any other documentary proof satisfactory to the insurers.
 - g. In the case of "unnatural" death, a police report will be required by the insurers.

- h. In the case of “natural” death, a form BI 1663 will be required by the insurers.
- i. Any additional information as may be required by the insurers.

Guests' medical evacuation section

The company will insure the guest of the insured in terms of the conditions and exclusions as detailed in this policy and Schedule of Insurance. Payment is limited to the amount appropriate to the benefit shown on the Schedule of Insurance. The company has the option to either arrange direct settlement with the service provider or reimburse the insured or the guest when providing indemnity.

Section 1 - Emergency medical and related expenses

If the insured's guest requires emergency medical treatment as a result of accidental bodily injury, illness or disease, the company will pay the Reasonable and Customary In Hospital Medical Expenses incurred.

1. Related expenses.

2. Medical transportation, repatriation and evacuation

If the insured's guest requires medical transportation as determined, agreed and arranged by the Assistance Company, the company will pay for that transfer to a medical facility to obtain necessary treatment and / or repatriation to the guest's Country of Residence.

3. Burial, cremation or return of mortal remains In the event of the death of the guest, the company will pay the reasonable costs in respect of funeral, burial or cremation expenses in South Africa or the reasonable costs of returning their body or ashes to their Country of Residence.

Exclusions

The company will not pay for any claim arising from

1. pregnancy or childbirth from the 1st day of the 26th week of pregnancy.

2. treatment of any condition of which the guest's medical advisor/s are aware would arise during their stay and / or journey or where a medical advisor has advised against travel.

3. investigatory treatment that is not specified by a medical practitioner appointed by the company as immediately necessary.

4. expenses the company is prohibited by law from paying in terms of any current legislation.

Conditions

1. Indemnity is provided whilst the guest is residing with the insured or whilst travelling in a motor vehicle in the course of the insured's business.

2. The insured and/or the guest must obtain the prior authorisation of the company or the Assistance Company before incurring any expenses over R2,000. Failure to do so will result in the liability from an incident being limited to R2,000.

3. Should the Assistance Company determine that the guest is capable of being repatriated to their Country of Residence and they choose not to be repatriated then all expenses from that date onwards, will be for the account of the guest.

4. In the event of any transport or repatriation arranged by the company, the company reserves the right to utilise the guests original travel tickets and any refund from unused tickets belongs to the company.

Section 2 - Emergency services

1. Medical Referral - The Assistance Company will endeavour to arrange for medical attention and hospitalisation if necessary.

2. Medical Monitoring - The Assistance Company will endeavour to provide continued medical monitoring of the guest's condition if necessary.

3. Emergency Medicine - If special medicines are unobtainable locally, the Assistance Company will endeavour to assist with obtaining and despatching these medicines.

4. Evacuation - When medical facilities are not available locally, the Assistance Company will endeavour to arrange emergency evacuation under constant medical supervision by whatever means necessary to the nearest facility capable of providing the required care.
5. Repatriation - In the event of the guest's repatriation to their home, the Assistance Company will endeavour to make all necessary arrangements.
6. Return of Mortal Remains - In the event of death, the Assistance Company will endeavour to assist in obtaining clearances and arrangements for the return of the remains.
7. Transmission of Urgent Messages - The Assistance Company will endeavour to transmit urgent messages on behalf of the guest in the event of a medical or travel problem.
8. Embassy Referral - The Assistance Company will endeavour to provide relevant details of diplomatic representatives wherever possible.
9. Emergency Travel and Accommodation Arrangements - The Assistance Company will endeavour to provide all reasonable, possible and practical assistance in arranging for emergency alternative accommodation and onward or return transportation if necessary.

General exclusions applying to the entire policy

The company will not pay for any claim arising from

1. any motor vehicle accident where the driver does not hold a current legal driver's licence.
2. any accident incurred more than 200kms from the insured business.
3. participation in motor cycling except as a driver or passenger of a motor cycle or quad bike with an engine capacity of 200cc or less, provided that the guest or the driver holds a current legal motor cycle driver's licence.
4. participation in underwater diving involving the use of any artificial breathing apparatus, unless the guest holds an open water diving certificate or is diving under the supervision of a qualified instructor.
5. participation in any hazardous or professional sport or activity including hunting, racing (other than on foot), any organised bodily contact sport, football, rugby, hang gliding, skydiving/parachuting, any game or sport of endurance, white water rapid rafting, ski jumping, guided glacier walking, mountaineering using ropes, crampons, ice axes or guides and potholing or where the guest is required to acclimatise to altitude.
6. consequential loss, loss of enjoyment or financial loss or expense not specifically covered in this policy.
7. psychiatric, psychological or emotional illness of any kind, deliberate self-injury, insanity, depression, stress, the effect of excessive use of alcohol or drugs or any similar syndrome.
8. human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.
9. flying or air travel of any kind other than
 - a. on a flight arranged by the Assistance Company or
 - b. flying as a passenger in any fully licensed passenger carrying aircraft (but not as a member of the crew) and not for the purpose of undertaking any trade or technical operation therein.
10. any child born.
11. any Reasonable and Customary in Hospital Medical Expenses incurred by legal residents of South Africa.
12. manual work in connection with a business or a trade.
13. any unlawful act committed by the insured and/or by the guest not being honest and frank with all answers, statements and submissions made in connection with any claim or the purchase of this policy.
14. wilful exposure to or active participation in war, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or any foreseeable act of any person acting on behalf of or in connection with any organization with activities towards the overthrow by force of any Government (whether with legal authority or not) or any foreseeable act of terrorism or violence.

15. loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or other loss directly or indirectly caused by or contributed to or arising from ionising radiation or contamination by radio activity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
16. or in any way caused or contributed to by an act of war or terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
17. any person, including the guest being over the age of 80 years.
18. engaging in or taking part in armed forces service or operations.
19. deliberate exposure to exceptional danger (except in an attempt to save human life).

General conditions to the section

It is a condition precedent to liability that:

1. The guest must be healthy and fit to travel.
2. The guest is not insured when travelling against medical advice or when travelling with the intention of obtaining medical treatment abroad.
3. Claims must be notified promptly and submitted no later than 60 days after the incident date. The costs of submitting claims and obtaining supporting documentation as the company may require shall be borne by the insured.
4. The maximum liability shall not exceed the relevant Limit of Liability specified in the Schedule of Insurance.
5. The insured and/or the guest must observe all of the policy conditions insofar as they relate to anything to be done by the insured or the guest.
6. The company may at its expense and in the name of the insured and/or the guest, pursue any actions available to obtain a claim recovery and the insured and/or the guest must provide the company with relevant details of any other applicable insurance or cover.
7. Whilst this policy operates on a first response basis, if any claim under this policy is covered by any other policy or policies of insurance or credit card insurance or statutory insurance or medical aid scheme or medical insurance, the cover provided by this policy will be deemed to be in excess of the cover already provided by any of the aforementioned policies.
8. The company reserves the right to commence or take legal proceedings in the name of the insured or the guest for the settlement or defence of any claim or to prosecute any other party to recover compensation (including legal costs) in respect of any cover provided by this insurance. Any amount recovered shall belong to the company.
9. In all cases the monetary limits shown in the policy are deemed to be South African Rand.
10. This policy excludes all persons to whom a terminal prognosis has been given.
11. The insured and/or the guest must reimburse the company within 30 days of receiving a written request to defray any expense for which the company is not responsible.
12. This insurance shall be governed by the Laws of the Republic of South Africa whose Courts shall have sole jurisdiction in any dispute arising hereunder.
13. Any summons, notice or process to be served upon the company for the purpose of instituting any legal proceedings against the company in connection with this insurance must be served upon Bryte Insurance Company Limited, 15 Marshall Street, Ferreirasdorp, Johannesburg.
14. The insured is situated in South Africa.
15. Prior to the issue of the policy the company reserve the right to increase the excess, charge an additional amount or decline cover at its discretion.
16. Cover cannot be granted for a period in excess of 12 months.

Definitions

For the purpose of this policy the following definitions apply:

Assistance Company - Shall mean the Company whom the company has authorised to assist, coordinate and negotiate claims.

Country of Residence - The insured's place of usual domicile.

Guest - Means the registered person residing with the insured.

Reasonable and Customary In Hospital Medical Expenses - means the charges which

1. are medically required for treatment of a covered illness or injury.
2. do not exceed the charges normally levied for similar treatment, supplies or medical services in the locality where the expenses are incurred.
3. do not exceed the charges for treatment that would have been made if no insurance existed.

Tax & CPA legal costs section

POLICY COVER

In exchange for the receipt of the Premium as stated in the Schedule, we agree to indemnify you against Professional Fees incurred during the Period of Insurance up to the limits as specified in the Schedule, subject to the terms and conditions contained in this Policy. We undertake to act on your behalf, or to appoint a Service Provider to act on your behalf:

1. in defence of an official SARS Tax Audit and related Disputes whereby it is evident that additional tax charges may be imposed by SARS against you in respect of such a Tax Audit, but excluding any matter specifically excluded in this Policy, and
2. in the defence of any civil action brought against you in the course of your business operation arising from an alleged contravention of the Consumer Protection Act, 2008(Act 68 of 2008), limited to the specific CPA Statutes as herein defined.

The services that we or our appointed Service Providers will render in terms of this Policy, within the limits as specified in this Policy and the Schedule, will include the following:

- We will cover you against the Professional Fees of Service Providers Incurred by you in respect of a SARS Tax Audit and related Disputes, and a CPA Statutes civil action as defined in this Policy,
- Cover is extended to include the Professional Fees of Service Providers Incurred by you in respect of preparation and your representation at mediation hearings and, provided that we have consented, an appeal against a decision following such a hearing,
- Where it is, in our sole opinion essential to promote an appropriate remedy, cover will be extended to include legal representation by a practising attorney in the objection and appeal process, including arguing the matter before a competent Court,

provided that you sign a mandate and complete any documentation as may be required by the Service Provider to act for and on your behalf in any representation, and provided that these services fall within the Indemnity Limits. Subject to the completion of the documentation and the acceptance of the mandate as specified above, you will benefit from professional legal privilege between you and the Service Provider who is a practising attorney, which protects all communications between you and the practicing attorney from being disclosed to any third party without your express permission.

DEFINITIONS

The words explained below will have the same meaning where they appear within this Policy, Schedule and endorsements.

Any one claim

All claims consequent to the same original cause or case shall be regarded as one claim, including a SARS Tax Audit into any subsequent period's tax returns where a previous year's return is still subject to an open enquiry.

CPA

The Consumer Protection Act (Act68 of 2008)

CPA statutes

- o Section 11 and Section12 relating to the consumer's right to privacy.
- o Section 17 relating to a consumer's right to cancel a reservation.
- o Section 19 relating to the transfer of a guest to another location due to overbooking.
- o Section 22 relating to the consumer's right to information in plain and understandable language.
- o Section 24 relating to incomplete product labelling and trade descriptions.

- o Section 26 relating to inaccurate or incomplete sales records.
- o Section 27 relating to the non-disclosure of intermediaries.
- o Section 29 relating to the consumer's right to fair and responsible marketing.
- o Section 33 relating to catalogue marketing.
- o Section 34 relating to dispute surrounding trade coupons and similar promotions.
- o Section 41 relating to misleading or deceptive representations.
- o Section 47 relating to dispute over over-selling and over-booking.
- o Section 48 relating to dispute surrounding unfair, unreasonable or unjust contract terms
- o Section 49 relating to dispute around the manner in which the consumer is given notice for certain terms and conditions.
- o Section 50 relating to dispute surrounding written consumer agreements.
- o Section 51 relating to dispute surrounding prohibited transactions, agreements, terms or conditions.
- o Section 54 relating to a consumer's rights to demand quality service.
- o Section 55 relating to the consumer's right to fair value, good quality and safety.
- o Section 58 relating to the consumer's right to receiving warning concerning risks.
- o Section 64 relating to dispute surrounding prepaid services and access to service facilities.
- o Section 65 relating to dispute surrounding the safeguarding of consumer's property.

Disputes

Where you are aggrieved by an assessment or not satisfied with a decision taken by SARS or CPA statutory authority following the completion of a SARS Tax Audit and CPA civil action as defined in this Policy, and if the decision is subject to objection and appeal, and you have a right to dispute the assessment or decision as determined by the relevant legislation and the rules (the Alternative Dispute Resolution rules).

Excess

The first amount of any claim borne by you in respect of Any One Claim. The Excess applicable to this Policy is stated in the Schedule.

Incurred

Costs or expenses actually suffered by you relating specifically to Professional Fees invoiced against you by an approved Service Provider, whether or not you have settled such invoice/s, and which have been approved by us at the commencement of a Claim.

Insured event

The issuance of an official notification to you or any person acting on your behalf of a SARS Tax Audit, or civil action in terms of the CPA Statutes.

Limit of indemnity

The maximum amount payable by us for claims made by you during the Period of Insurance and for Any One Claim. This amount is stated in the Schedule.

Material non disclosure

Any fact, circumstance or state of affairs that is at any time within your or any person acting on your behalf's knowledge, or should have reasonably been in your or any person acting on your behalf's knowledge, which you have failed to disclose to us on or prior to the Inception Date or during the Period of Insurance, that viewed objectively should reasonably have been fully disclosed to us, and which would have influenced our decision regarding the Premium, the Excess, the Limit of Indemnity and/or our decision to insure you in respect of this Policy.

Professional fees

Any fees, expenses and other disbursements approved by us and reasonably Incurred in respect of work undertaken on your behalf by the Service Provider in connection with any matter falling within the terms and conditions of this Policy, and not exceeding the Limit of Indemnity.

SARS

The South African Revenue Services.

Service provider

An accountant, tax practitioner, specialist, attorney or other appropriately qualified person or firm as nominated and as approved by us, who is appointed by us to represent you in accordance with the terms of this Policy.

Tax audit

An official audit conducted by SARS, where SARS have notified you in writing that they are about to commence a tax audit of your tax return in accordance with the Tax Administrations Act of No 28 of 2011, excluding any requests for routine information, supporting documentations and verification type audits, but including further request for explanations from SARS beyond such requests for routine information, supporting documentations and verification type audits.

Territorial limits

The Republic of South Africa. Only clients resident in the Republic of South Africa who submit tax returns to SARS are covered.

We / Us / Our

Tax Risk Underwriting Managers (Pty) Ltd and Bryte Insurance Company Limited. Tax Risk Underwriting Managers is an underwriting manager in terms of the Short-Term Insurance Act 53 of 1998, acting on behalf of, and as mandated by a binder agreement with Bryte Insurance Company Limited, a registered insurer in terms of the Short-term Insurance Act 53 of 1998 and an authorised financial services provider.

You / Your

The policyholder, who is the natural or juristic person named in the Schedule, to whom this Policy has been issued, who is eligible for cover in terms of the provisions of this Policy, and who is entitled to claim against this Policy.

POLICY EXCLUSIONS

We will not be liable for:

- any activity involving a statutory authority or agency gathering information or data that is not part of an official Tax Audit or CPA Statutes civil action;
- claims made, brought, or commenced outside the Territorial Limits;
- any Professional Fees Incurred before our written acceptance of a claim;
- any Insured Event which occurred prior to the Inception Date of this Policy, or if you or anyone acting on your behalf know about, or ought to have known about any circumstance which was likely to give rise to a claim before the Inception Date of this Policy;
- any claim notified to us outside of the Period of Insurance or Claims Notification Period;
- Professional Fees in the defence of criminal prosecution, fraud or tax evasion;
- any fraudulent claim;
- any claim in respect of an enquiry or a SARS Tax Audit pursuant to customs and excise, and exchange control legislation;
- any Tax Audit claim if your tax returns for the period in question were not prepared by either yourself or a

registered tax practitioner as determined by the Tax Administrations Act of No 28 of 2011;

- any claim where you have not kept proper accounting or records which you are required to keep;
- any claim arising from an enquiry into your tax return or an amendment to your tax return that was not submitted within the statutory time limits, unless an extension to the statutory time limits was provided to you by SARS in writing;
- any enquiry as a result of an error made due to a deliberate act by you or anyone acting on your behalf, or where you refuse any reasonable request by us or a statutory authority for rectification of the situation;
- any claim arising from your refusal or failure to comply with any lawful request made by any statutory body. This exclusion will not apply if you refuse or fail to comply with the competent advice of us or our Service Provider as part of a claim under this Policy;
- any event which is a verification audit or routine inspection by SARS, and costs in respect of the preparation, rectification and presentation of your routine SARS tax returns, including supporting documentations, routine enquiries and the preparation and submission of supplementary information as requested by SARS from time to time;
- costs involved in agreeing to the value of land and assets when determining Capital Gains Tax liabilities;
- any claim in respect of fees of a practising advocate-at-law, unless appointed by us, to determine prospects of success;
- any taxes, fines, interest, court costs or any other duties or penalties imposed on you or anyone acting on your behalf by any statutory authority;
- any event involving a Tax Avoidance Scheme, tax evasion, fraud, dishonesty or any criminal, malicious or fraudulent conduct or omission, or any willful breach of statute committed by you or anyone acting on your behalf;
- Any claim arising from a Material Non-Disclosure, including but not limited to as envisaged in Section 99 of the Tax Administration Act no. 28 of 2011.

CONDITIONS OF COVER

1. Eligibility for cover

Your annual turnover or income during the tax year immediately preceding the Inception Date of this Policy must be of less or equal to the amount as specified in the Schedule to be eligible for cover under this Policy. If your annual turnover or income is more than the amount specified in the Schedule, then we shall have the right to reduce your claim under this Policy in proportion to the Premium you have paid vis-a-vis the Premium you should have paid.

2. Compliance with the acts

The Insured must be compliant in accordance with the Tax Administrations Act and the Consumer Protection Act to best of their knowledge and must comply with the Acts prior to the inception of the Policy.

3. Minimising claims or proceedings

We may restrict the amount claimed if you have not:

- taken all reasonable steps to prevent SARS from issuing you with a letter of findings, or avoiding civil action in terms of CPA Statutes, which steps shall include complying with and adhering to all laws, regulations, rules and by-laws which are material to the risk;
- taken all reasonable steps to minimise the cost and effect of a claim;
- observed the requirement to maintain records as required under the any Act administered by the Commissioner of the SARS, the CPA and the Companies Act where applicable;
- given our Service Provider full co-operation, including a full and truthful account of your affairs and all relevant documentary or other evidence;
- complied with or implemented the instructions or measures advised by us or our Service Provider in relation to any claim;

4. Offers of settlement

During the normal course of a claim in terms of this Policy, we or our appointed Service Provider may negotiate on your behalf to achieve what we deem to be a reasonable and fair offer of settlement. Where you reject an offer of settlement in respect of an Insured Event, which we deem to be fair and reasonable, we reserve the right to remove or restrict any further payment of Professional Fees.

5. Insurable interest

We acknowledge that you have an insurable interest in respect of claims made against the Policy. We, in any event agree to waive the right to dispute your insurable interest at our sole discretion and without prejudice to our rights in terms of this Tax Risk Insurance and CPA Protection Policy.

CLAIMS CONDITIONS

1. Our consent

Professional Fees will only be covered under this Policy if incurred with our prior consent, and the appropriate mandate has been signed between you and the Service Provider where required. We will give consent in writing or by telephone provided that there are reasonable grounds for your representation and provided that we are satisfied that there are reasonable prospects of you achieving a satisfactory outcome, and that it is reasonable to incur Professional Fees.

The professional opinion of the Service Provider will be taken into account in determining the prospects of achieving a satisfactory outcome. If we are not satisfied that there are reasonable prospects of achieving a satisfactory outcome, our consent will not be given. If you proceed without consent and are unsuccessful, Professional Fees will not be covered. If you proceed and are successful then we may indemnify you as if consent had been given subject to the terms and conditions of this Policy.

We will withdraw consent at any time if facts become known which mean that a particular claim would not have been accepted under the terms and conditions of this Policy

2. Duty to notify within the claims notification period

We must be advised in writing, immediately or at least within the Claims Notification Period when you or any person acting on behalf become aware of any cause, want or circumstance which has or is likely to give rise to a claim under this Policy. Failure to notify us during the Period of Insurance and within the Claims Notification Period may lead to the claim not being accepted. Where notification occurs outside of the Claims Notification Period, we will have the right to decline the claim on the basis of late notification. You must advise us of any claim prior to Incurring any Professional Fees and during the Period of Insurance and within the Claims Notification Period.

3. Maximum hourly charge out rates

The Service Provider's Professional Fees payable in terms of this Policy shall be limited to the Rand value or the number of hours as noted on the Schedule, whichever is the lesser. We have the right to negotiate with the Service Provider and agree the hourly rate charged by the Service Provider. The Rand value of the benefits in terms of the Policy shall be calculated at the usual rates charged by the Service Provider, irrespective of the hourly rates negotiated and agreed between us and the Service Provider.

Cyber funds protect

This Policy is a formal agreement between You and Phishield UMA (PTY) Ltd (hereinafter referred to as 'We/Us') who have a written mandate to act on behalf of Bryte Insurance Company Limited, the underwriter.

All documentation associated with regards to this Policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or the cover explanation shall bear specific meaning wherever it may appear.

1 Description and scope of cover

We will indemnify You and Your Business against a Loss of Funds Event from Your Account and Your Business Account that occurs during the Period of Cover. The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

2 Definitions

In this Agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings. Words in singular include the plural and words in plural include the singular.

2.1 By "Access Device" we mean:

Any device used to control and/or restrict access to Your Account or Your Business Account to initiate a Funds Transfer for personal or business purposes.

2.2 By "Account" we mean:

An account held with a Financial Institution, in Your name or the name of Your Business and established for personal or business use, which You or Your Business transact with electronically via an Access Device. Business transactions are covered under the business cover limit and the personal transactions are covered under the personal cover limit.

2.3 By "Cover Limit" we mean:

The maximum amount payable per Event as reflected on the Policy Schedule. Business transactions are covered under the business cover limit and the personal transactions are covered under the personal cover limit.

2.4 By "Cyber Extortion Event" we mean:

The unlawful monetary demand made by an individual or organisation threatening to disrupt computer systems belonging to You or Your Business; corrupt, damage, destroy, disclose or withhold data stored by You or Your Business, compromise Your social media accounts or Your Business's website; or hinder access to Your or Your Business computer systems by electronic means.

Cover is limited to 10 (ten) percent of the Cover Limit reflected on the Policy Schedule.

2.5 By "Employee" we mean:

Any person and or entity acting directly and or indirectly for and on behalf of Your Business. This includes but is not limited to agents, employees, officers, members, independent contractors, volunteers or any other persons associated with Your Business.

2.6 By "Event" we mean:

The period from the initial Funds Transfer until the date that Event is reported to the Financial Institution. All Funds Transfers attributable to one originating source or cause are considered to be one Event.

2.7 By "Financial Institution" we mean:

A legally recognised and regulated juristic entity which provides Funds Transfer services to You or Your Business.

2.8 By “Fund Transfer” we mean:

2.8.1 A debit from Your Account as a direct result of an electronic transfer of funds for a personal transaction. A Funds Transfer excludes payments made in cash and payments made by any person who You know or are familiar with and who You have authorised to make use of the Access Device. For goods and/or services advertised via classified advertisements, cover is limited to 30 (thirty) percent of the cover limit reflected on the Policy Schedule.

2.8.2 A debit from Your Business Account as a direct result of an electronic transfer of funds for a business-related transaction. A Funds Transfer excludes payments made in cash.

Business transactions are excluded for goods / services via online classifieds.

Personal transactions by persons the policyholder knows, is familiar with or who has been given authorisation to use the Access Device are excluded.

2.9 By “Inception Date” we mean:

The date, as reflected on the Policy Schedule, on which the Policy is effective.

2.10 By “Insurer” we mean:

Bryte Insurance Company Limited, the underwriter.

2.11 By “Internet Security Software” we mean:

A comprehensive paid for internet security software subscription that provides cyber security and protection for the Access Device/s utilised by Your Business. We must be able to verify the validity and authenticity of the license, held in the name of Your Business, and all updates must be installed at the date of Event. Free or trial versions of any internet security software are not permitted. Your Business may be required to submit the proof of purchase of the Internet Security Software in order to validate a claim.

2.12 By “Loss of Funds” we mean:

The actual monetary amount of the Funds Transfer from Your Account or Your Business Account as a result of the fraudulent conduct of a third party, without collaboration from You, Your Business, Employees or any person You are familiar with and/or authorised to make use of the Access Device, which is irrecoverable from a Financial Institution or Your Payee. This includes a Loss of Funds as a result of a Cyber Extortion Event. The Funds Transfer must have occurred during the Period of Cover and You or Your Business must first have sought reimbursement from the Financial Institution that holds the Account from which the funds were transferred.

2.13 By “Period of Cover” we mean:

The period of time between the inception date reflected in the Policy Schedule and the effective date of termination, expiration or cancellation of this Policy.

2.14 By “Policy” we mean:

This document, accompanying Policy Schedule, proposal form and any other information You or Your Business have provided to Us.

2.15 By “Policy Schedule” we mean:

The document which specifies Your name or name of Your Business, identity number, the Cover Limit, Premium payable and the Period of Cover.

2.16 By “Premium” we mean:

The amount payable by You on a monthly or annual basis in consideration of the insurance coverage.

2.17 By “We /Us/Our” we mean:

Phishield UMA (Pty) Ltd, the administrator.

2.18 By “You” or Your Business we mean:

The policyholder under the personal cover is not a juristic person. The juristic person specified as the policyholder in the Policy Schedule. This includes, but is not limited to partnerships, companies, close corporations, sole proprietors, trusts and associations.

2.19 By “Your Payee” we mean:

The third party to whom the Funds Transfer has been effected to.

3. Special conditions of cover only applicable to the business cover

The insurance cover is conditional upon the following:

- 3.1 All Access Devices must be protected by Internet Security Software on date of the Funds Transfer.
- 3.2 The payment of the Premium by Your Business or on behalf of Your Business and the receipt thereof by or on behalf of Us.

4. Specific exclusions

This Policy shall not apply to any losses arising directly or indirectly in the event of the following:

- 4.1 Fraudulent and/or dishonoured cheques deposited into Your Account or Your Business Account;
- 4.2 Any Loss of Funds from trust accounts regulated by the Legal Practice Act 28 of 2014;
- 4.3 Any Loss of Funds from trust accounts regulated by the Property Practitioners Act 22 of 2019;
- 4.4 Funds Transfers as a result of errors, omissions and/or negligence by You/Your Business and/or a Financial Institution;
- 4.5 Non-delivery of goods and/or services by a third party;
- 4.6 Goods and/or services delivered to Your Payee or not received by Your Business;
- 4.7 Any dishonest, criminal, malicious or fraudulent acts by an Employee or any person acting in concert with You/Your Business or acts You/Your Business participated in, directed, or had prior knowledge of;
- 4.8 Any direct or indirect consequential loss or damage suffered by You/ Your Business or a third party;
- 4.9 Any Funds Transfer deducted and/or reversed from Your Account or Business Account by a Financial Institution;
- 4.10 All Fund Transfers between Your Business and its subsidiary businesses and/or businesses owned and/or controlled by the director, shareholders and/or management team;
- 4.11 Any Loss of Funds from cryptocurrency accounts and/or any unregulated Investment funds/ schemes;
- 4.12 Any Loss of Funds due to unlicensed software use, computer viruses or similar destructive media;
- 4.13 Any Loss of Funds in which a member of Your immediate family living in the same household or joint account holder participated in, directly and/or indirectly, and/or had prior knowledge of.

5. General exclusion: Fraud

- 5.1 We do not pay for fraud, dishonesty, misrepresentation, or wilful acts.
- 5.2 We do not pay for claims that are based on or are a result of fraud. This means if any part of Your claim is fraudulent the entire claim will not be paid.
- 5.3 Fraud means giving misleading or incorrect facts. For example:
 - 5.3.1 If you or anyone acting on your behalf deliberately exaggerates the amount or size of a claim; or
 - 5.3.2 If documents and information to support a claim, whether created by You or on your behalf, are not true or are fraudulent.
 - 5.3.3 We do not pay for any claims for events that You/Your Business, or any person colluding with it, bring about deliberately so that You/Your Business can make a claim. Colluding means to act together to achieve a dishonest or fraudulent outcome.

- 5.4 If any claim under this policy be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if any accident, loss, destruction, damage or liability be occasioned by the willful act or with the connivance of the Insured, all benefits under the claim shall be forfeited and the policy will be cancelled.

6. General conditions and provisions

- 6.1 Misrepresentation or non-disclosure of any material information on any documentation associated to this Policy shall render the Policy voidable.
- 6.2 Where You/Your Business have concurrent cover for an Event as defined in this Policy, We will only be liable for the rateable portion of the amount payable in respect of a claim event.
- 6.3 Unless otherwise agreed to in writing, only one juristic person per Policy will be covered and all Accounts must be held in the name of Your Business or Your name.
- 6.4 Multiple Funds Transfers shall be deemed to be one Event if they are as a result of a common cause of loss and the Cover Limit will not apply to each individual Funds Transfer.
- 6.5 All claims will be paid in South African Rands only into the nominated bank account of an Account held in Your name or in the name of Your Business.
- 6.6 Any costs to report or investigate any Event will be for Your account or Your Business's Account.
- 6.7 Nothing in this Policy shall give any rights to any persons or parties and any indemnity provided shall not give any rights of claim to any persons or parties.
- 6.8 This Policy is subject to the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction. If the Cover Limit is increased at any time, the new Cover Limit will only be applied to Funds Transfers that are effected after the date of the increase request.
- 6.9 This Policy is not transferable to another person or party.

7. Claims

On the occurrence of an Event, You shall, at Your own expense:

- a. Immediately (within 24 hours of becoming aware of the Loss of Funds) notify the Financial Institution from which the Funds Transfer was effected, or transferred to, to avoid a further Loss of Funds occurring;
- b. Within 90 days of the Event, lodge an intent to claim via the Intermediary or directly with Us at claims@phishield.com;
- c. Take all reasonable and practical steps to discover the guilty party and to recover the Loss of Funds;
- d. Where statutorily required, report the fraudulent activity to the police and/or authorities;
- e. In order for Us to assess and process the claim, We require the following:
 - i. Fully completed Phishield Claim Form which includes a detailed description of the Event;
 - ii. A statement of Account from the Financial Institution reflecting the Funds Transfer;
 - iii. A letter from the Financial Institution stating that they will not reimburse the Loss of Funds incurred;
 - iv. Identity document and proof of residence and/or company reg docs or related documentation to verify the identity of Your Business;
 - v. Any other documentation We may require in order to process the claim such as, but not limited to, sworn declarations in connection with the Event, communications between You and relevant third parties, case numbers etc.;
 - vi. Copy of the Policy Schedule;
- f. Any claim submitted will expire after 24 months from the Event unless the claim is the subject of pending legal action.

- g. Following a claim event, We reserve the right to take over and conduct any legal proceedings in Your name or the name of Your Business against any third party responsible for the Loss of Funds, including prosecution of any guilty party. We shall have full discretion in the conduct of proceedings and in the settlement of any claim. You/Your Business may be called upon to render all assistance with regards to any legal proceedings. Should You/Your Business fail to render assistance when called upon to do so, You/Your Business shall immediately become liable to repay Us all amounts paid in respect of the claim;
- h. You/Your Business may not make any admission, statement, offer, promise, payment or indemnity in connection with a claim without Our written consent;
- i. You/Your Business shall do and permit to be done all such things as may be necessary or reasonably required by Us for the purpose of enforcing any rights to which We shall be, or would become subrogated upon Your indemnification whether such things will be required before or after such indemnification;
- j. If any claim under this Policy is in any respect fraudulent, dishonest, inflated or if any fraudulent means or devices are used by You/Your Business or anyone acting on Your behalf, knowledge or consent to obtain any benefit from this Policy, the benefit afforded in respect of any such claim shall be forfeited;
- k. You/Your Business will need to let us know if You have insurance cover with another provider that covers the same Event. We will not cover any Loss of Funds covered by a third party;
- l. You/Your Business must inform Us of any possible prosecution, legal proceedings or claim that could be lodged against You/Your Business as a result of the incident for which have already claimed for.

8. General exceptions

Notwithstanding any provision of this Policy which would otherwise override a general exception, We do not pay for any direct or indirect losses as a result of the following:

- a. Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any related activity;
- b. War, invasion, act of a foreign enemy, hostilities, civil war or warlike operations. This includes losses related to war, whether or not a fund has been established under the War Damage Insurance and Compensation Act No 85 of 1976 or any similar law in any country to which this Policy applies;
- c. Any loss of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism which includes, without limitation, the use of violence or force or the threat to bring about political aim, social change, economic change as well as any protest against any state or government, provincial, local or tribal authority. Acts of terrorism include acts committed for political, religious, personal or ideological reasons.

9. Cancellation of the policy

- a. You may cancel the Policy at any time by giving 30 days' written notice.
- b. We may cancel the Policy at any time by giving 30 days' written notice.
- c. The cancellation period may be varied by mutual agreement.
- d. No refund of premiums will be payable in the event that the Policy is cancelled and there has been no claims paid.
- e. Should the premium not be received for two consecutive months, the Policy will automatically be cancelled.
- f. Should the premium not be received due to the debit authorisation being cancelled by You the Policy will be automatically cancelled.

10. Amendment of policy terms and conditions

We may make changes to the terms and conditions of this Policy as and when We deem it necessary to do so. When We do, We will give You 31 days' written notice to Your nominated email address.

11. Territorial limits

There are no territorial limits for this Policy i.e. You/Your Business are covered anywhere in the world, subject to relevant local legislation and regulatory requirements. Your domicilium address must be within the borders of the Republic of South Africa.

Honesty is always the best policy

Always provide Us and the authorities with true and complete information. This applies to any other party that may act on Your behalf. We act on the information provided by You, therefore any information which is misleading, incorrect or false will prejudice the validity of all claims or may make this Policy null and void (You will no longer be entitled to any benefit and any premiums paid will be forfeited).

Sharing of information

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and to obtain material information regarding assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest of all current and potential policyholders. The sharing of information includes, but is not limited to information sharing via the information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By the Insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agents.

You also similarly give consent to the sharing of information in regard to past insurance policies and claims that you have made. You also acknowledge that information by yourself or your representative may be verified against any legally recognised sources or databases.

By insuring or renewing your insurance, you hereby not only consent to such information sharing but also waive any rights of confidentiality with regard to underwriting or claim information that you have provided or that has been provided by another person on your behalf.

In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurer's participating in the Data Sharing System.

Hospitality assist

Hospitality assist contact numbers

0800 55 66 77

0861 976 656

Defined events

Breakdown or damage to the property insured being

1. Electrical items being:
 - a. Lightning strike on wiring only
 - b. Faulty lights and light fittings
 - c. Faulty plugs
 - d. Faulty circuits
 - e. Replacement of burnt connections and plug points
 - f. Power failures
 - g. Distribution boards
 - h. Earth leakage relays
 - i. General house wiring
 - j. Main cables
 - k. Connections to all electrical motors and points
 - l. Light switches
 - m. Geyser connections, thermostats and elements
2. Plumbing items being:
 - a. Water leaks
 - b. Tap washers
 - c. Toilet leaks
 - d. Toilet rubbers
 - e. Geyser valves and overflow
 - f. Burst pipes
 - g. Blocked baths, toilets, traps, sinks and drains
 - h. Shower outlets
 - i. Reseating of taps
 - j. Water connections
3. Household motors (if stated in the schedule to apply) being:
 - a. Pool motors
 - b. Jacuzzi motors
 - c. Electric gate motors
 - d. Electric garage door motors
 - e. Cold room motors

- f. Intercoms
 - g. Generators
4. Appliances being:
- a. Microwaves
 - b. Tumble driers
 - c. Stoves
 - d. Fridges
 - e. Freezers
 - f. Washing Machines
 - g. Dishwashers
5. Electronics being:
- a. TV sets
 - b. VCR players and the like
 - c. Hi-Fi sets
 - d. DVD players

belonging to the insured and used at the premises stated on the schedule of this policy.

Territorial limits

For the purposes of this section territorial limits means within the Republic of South Africa.

Exceptions

The company will not be liable for:

1. Loss or damage caused by fire, lightning, storm, water, malicious or accidental damage, theft or any risks covered in terms of any other section of this policy.
2. Compensation for consequential damage of any nature.
3. The first amount payable and the amount of the claim in excess of the insured limit, as stated on the schedule in respect of each and every event which gives rise to a claim, which amount shall be payable by the insured to the Service Provider on completion of the repair.
4. Repair or replacement of any breakdown to items or any part thereof covered by the manufacturers / installer's warranty / guarantee or the National Home Builders Registration Council's Warranty Scheme.
5. Upgrading of infrastructure.
6. Damage occurring in connection with or resulting from aesthetic defects such as cracks, scratches or dents insofar as they do not adversely affect the normal operation of the Insured Property.
7. Breakdown of items or parts recalled or to be recalled by the manufacturer/installer.
8. Damages which may be caused, either directly or indirectly repairers/sub-contractors to any items/property in the home in the course and scope of repairing the damage/loss.

Electrical exclusions

The company will not be liable for:

1. Changing or replacement of light bulbs.
2. Repair or replacement of specialized lighting and light fittings (For example: neon lights, low voltage lights, transformers, spots and the like).
3. Repair or replacement of intercom and mircom systems unless specified on the schedule.
4. Repair or replacement of under floor heating.

5. Any damage whatsoever as a result of power surge from the power supplier.
6. Compliance Certificates and any items required to be attended to in order to comply with an Electrical Certificate of Compliance.
7. Loss of neutral causing power surge.
8. Refitting or replacement of tiles and paving.
9. Underground electrical fault detection.
10. Municipal power failures.

Plumbing exclusions

The company will not be liable for:

1. Blockage due to cement, collapsed pipes, extensive tree roots, or other foreign objects, which cannot be opened by standard drain equipment.
2. Replacement or re-routing of pipes.
3. Specialised or imported sanitary ware.
4. Replacement of taps.
5. Cleaning septic tanks and French drains.
6. Refitting or replacement of tiles and paving.
7. Water fault/leak detection.
8. Burst geyser(s), including any consequential losses, whether directly or indirectly unless stated to the contrary in this policy or any damage/loss to geyser(s) (valves, thermostats or overflow) that are covered by any other insurance/warranty scheme/maintenance plan.

Household motor exclusions

The company will not be liable for:

1. Remote controls and receivers unless agreed by the company.
2. Cleaning, repair or replacement of filters.
3. Booster pumps.
4. Mechanical Cover, such as gear boxes and bearings.

Appliance and electronics exclusions

The company will not be liable for:

1. Replacement of entire appliance instead of repairing
2. Repair or replacement of faulty parts of appliances where the appliance
 - a. was not in good working order at the commencement date of this insurance.
 - b. was mishandled or used other than in compliance with the manufacturers specifications.
 - c. breaks down as a result of misuse or items not being operated in accordance with the manufacturers / installer's design intentions.
 - d. where the parts are no longer available or the item is irreparable.
3. Repair the external framework, external wiring, the cabinet or non-functional cosmetic part of the appliance.
4. Changing or replacement of light bulbs.
5. Repair or replacement of TV antennas or Ariel devices.
6. All remote controls and receivers.

7. Cleaning, repair or replacement of glass shelving/tops or auxiliary items for example icemakers.
8. Routine cleaning of video heads and CD and DVD Pick-up eyes.
9. Appliances used for hire and/or industrial appliances.
10. Gas refill for fridges and freezers.
11. Appliances in excess of eight (8) years of age or if parts are no longer available.

Auto assist

1. Assistance with mechanical and electrical breakdown or a towing service to the nearest place of repair or safe keeping.
2. Jump Start Service.
3. Tyre change Service.
4. Running out fuel - 10 litres is supplied in the event of the vehicle running out of fuel.
5. Keys locked in the vehicle.

First amount payable (applicable to electrical/plumbing and appliance)

The insured will be responsible for the amounts stated in the schedule in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance.

COUPON POLICY FOR SPECIAL RISKS INSURANCE

The policy

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of SASRIA Limited (hereinafter called SASRIA) and subject to the insurers policy being current and valid at the effective date as stated in the Schedule, SASRIA will by payment or at its option by reinstatement or repair indemnify the Insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:-

- i. 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;
- 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 purposes of inspiring fear in the public, or any section thereof;
- iii. any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. 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) or (iv) above.

Note:

In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and/or Motor) issued by or on behalf of SASRIA, the aggregate liability of SASRIA under all such insurances shall be limited to the sum of R500 million (five hundred million Rand), during a calendar year where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:

Any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973).

In the case of One Insureds other than Companies, SASRIA reserves the right to determine who the One Insured is for this purpose.

PROVIDED FURTHER that this insurance does not cover:

- a. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenant able;
- b. loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- c. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

d. Nuclear/chemical/biological terrorism exclusion

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss (es) in anyway caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of providing the contrary shall be upon the Insured.

Special conditions

1. It is a condition precedent to any liability that at the time of the happening of any occurrence giving rise to a loss in terms of this Coupon Policy there shall be in force the Nominated Insurer's Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's Policy, other than:
 - a. Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi); and
 - b. the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
 - c. any excess, deductible or similar payment to be met by the Insured in terms of the Nominated Insurer's Policy;

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

Memorandum

The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Nominated Insurer's Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Nominated Insurer's Policy mutatismutandis.

3. If the property covered in terms of the attached Schedule shall at the commencement of any destruction or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his 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 consideration.
4. Any adjustment of Premium Clause or Condition in the Nominated Insurer's Policy shall not be applicable to this Coupon Policy.
5. No alteration of this Coupon Policy is valid unless signed by a Director of SASRIA.
6. Any Reinstatement Value Conditions in the Nominated Insurer's Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
7. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

Reg. No. 1979/0000287/06

POLICY FOR CONSEQUENTIAL LOSS(STANDING CHARGES/WORKING EXPENSE ONLY) FOR SPECIAL RISKS INSURANCE

The policy

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of SASRIA Limited (hereinafter called SASRIA)SASRIA agrees (subject to the conditions

contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder)that if any buildings or other property or any part thereof used by the Insured at the premises for the purpose of the business be destroyed or damaged by:

- i. 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;
- 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 riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. 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) or (iv) above.

Note:

In this Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lock outs; (destruction or damage so caused being hereinafter termed "Damage") at any time before 24h00 of the last day of the Period of Insurance and the business carried on by the Insured at the premises be in

consequence thereof interrupted or interfered with then SASRIA will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

PROVIDED that:

at the time of the happening of the Damage there shall be in force an insurance issued by SASRIA covering the interest of the Insured in the property at the premises against such Damage and that payments shall have been made or liability admitted therefore under such insurance;

The liability of SASRIA shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby.

It is further provided that notwithstanding anything to the contrary, where one Insured is insured by one or more current or valid insurance (other than Contract Works and or Construction Plant and or Motor) issued by or on behalf of SASRIA the aggregate liability of SASRIA under all such insurances shall be limited to the sum of R500 million (five hundred million Rand), during a calendar year where the property insured is in the republic of South Africa.

For this purpose ONE INSURED shall mean:

Any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973.) In the case of One Insureds other than Companies, SASRIA reserves the right to determine who the One Insured is for this purpose.

Exceptions

This policy does not cover:

1. Loss resulting from Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
2. Loss resulting from 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 (Act No. 85 of 1976) or; any similar Act operative in any of the Republics to which this Policy applies.
3. Any loss resulting from Damage sustained or incurred outside the Republic of South Africa
4. Any loss resulting from Damage related to or caused by:
 - i. War, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - ii. Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - iii. The act of any lawfully established authority in controlling, preventing, suppressing, or in anyway dealing with any occurrence referred to in clauses (i) and (ii) above.
5. Any damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss 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 exclusion only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include Damage directly or indirectly caused or contributed to by or arising from nuclear weapons material.

6. Nuclear/chemical/biological terrorism exclusion

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss (es) in anyway caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

If it is alleged that by reason of this exclusion any loss (es) is not covered by this Coupon / Policy the burden of providing the contrary shall be upon the insured.

Conditions

1. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.
2. This policy shall be avoided if:
 - a. the business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - b. the Insured's interest ceases otherwise than by death at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by a Director of SASRIA.
3. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof in writing to the nominated Insurer and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Policy shall, not later than thirty days after the expiry of the Indemnity Period, or within such further time as SASRIA may in writing allow, at his own expense

deliver to the Nominated Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances covering the Damage or any part of it or Consequential Loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish to the Nominated Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Nominated Insurer for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to SASRIA forthwith.

4. If the claim be in any respect fraudulent, if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage be occasioned by the willful act or with the connivance of the Insured, all benefit under this Policy shall be forfeited.
5. Any claimant under this Policy shall at the request and at the expense of SASRIA do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by SASRIA for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which SASRIA shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by SASRIA.
6.
 - a. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as SASRIA may determine.
 - b. Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration, the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against SASRIA under this Policy.
7. The Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.
8. This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
9. This Policy shall not be valid unless countersigned by the Nominated Insurer.

SASRIA Limited

Reg. No. 1979/000287/06

MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS

In respect of property as defined

THE POLICY

Definitions

1. Wherever the term "SASRIA" is used it shall refer to SASRIA Limited

Wherever the word "property" is used it shall be deemed to mean any motor vehicle or vehicle, trailer, implement or machine of any description for specific operational purposes with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

WHEREAS the Insured has paid the premium stated in the Schedule to this Policy (which Schedule shall form an integral part of this Policy) to SASRIA as consideration for the insurance hereinafter contained for loss or damage occurring during the Period of Insurance stated in the Schedule of this Policy.

NOW this Policy declares subject to the terms, exceptions and conditions contained herein that SASRIA will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:-

- i. any act (whether on behalf of any organisation, body, 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;
- 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 riot, strike or public disorder, or any act of activity which is calculated or directed to bring about riot, strike or public disorder;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. 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) or (iv) above.

Note: In this Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

SASRIA may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of the property insured in the Schedule of this Policy subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of SASRIA in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or SASRIA under or in connection with this Policy or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the Insured for any reason the liability of SASRIA shall be met by the payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage SASRIA will pay the reasonable cost of protection and removal to the nearest repairers. SASRIA will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa.

Exceptions

This Policy does not cover:

1. Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the Insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. 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 any War Damage Insurance and Compensation legislation.
4. Any loss or damage related to or caused by:-
 - i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - ii. Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - iii. 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) or (ii) above.
5. Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss directly or indirectly caused by or contributed to by or arising from ionising 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.

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

7. Nuclear/chemical/biological terrorism exclusion

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in anyway caused or contributed to by any act of terrorism involving the use or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

If it is alleged that by reason of this exclusion any loss (es) is not covered by this Coupon/Policy the burden of proving the contrary rests with the Insured.

Conditions

1. Claims procedure

On the happening of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the NOMINATED INSURER. The Insured shall give to SASRIA all such proofs and information in connection with the claim as may reasonably be required.

2. Subrogation

The Insured shall at the request and at the expense of SASRIA do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by SASRIA for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which SASRIA shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under the Policy, whether such acts or things shall be or become necessary or required before or after the indemnification by SASRIA.

3. Contribution

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage SASRIA shall not be liable to pay or contribute more than its rateable share of any loss or damage.

4. Precautions

The Insured shall take all reasonable steps to safeguard against loss or damage to the Property described in the Schedule to this Policy.

5. Transfer

Nothing contained in this Policy shall give any rights against SASRIA to any person other than the Insured. SASRIA shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

6. Arbitration

- a. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference may be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa and at such place as SASRIA may determine.
- b. Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against SASRIA under this Policy.

7. Limitation

In no case whatsoever shall SASRIA be liable under this Policy after the expiration of 12 months from the happening of the event unless the claim is then the subject of Arbitration or Court proceedings already instituted.

8. Average

If the property insured hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

9. Total loss of property

If any motor Vehicle or other Vehicle described in the definition of "property" above be treated as a total loss by SASRIA then all cover under this Policy shall terminate for such motor vehicle or vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

10. Premium

Notwithstanding that the Period of Insurance stated in the Schedule to this Policy may be less than 12 months the minimum premium payable by the Insured shall be the full annual premium.

11. Validity

This Policy shall not be valid unless countersigned by the Nominated Insurer.

12. Alteration of use of property insured

SASRIA shall not be liable for any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

13. Territorial limitation

The cover is restricted to property within the Republic of South Africa.

14. Cancellation

This Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

15. Fraud

If this claim be in any respect fraudulent and if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy and if any destruction or damage be occasioned by the wilful act and with any connivance of the Insured, all benefit under this Policy shall be forfeited.

16. Misrepresentation

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

17. Reporting claims to authorities

All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

Notice supplied in addition to the Statutory Notice supplied with this Policy

Insurance policies are legal contracts entered into between the Insurance Company (we/us) and the Insured(you/your). The Intermediary (broker) used by you, as your agent and in terms of the Financial Advisers and Intermediary Services Act(FAIS), is obliged to bring to your attention all aspects of the insurance policy that affect the coverage purchased, both the positive and negative aspects.

Definitions

To assist all concerned, and in particular you, we have produced/reproduced various definitions utilised by us that could affect you in your understanding of the cover provided by this Policy in the General Definitions Section of the Policy.

These definitions are not a comprehensive list of all those used in this Policy, but we believe that they are of such a nature that we should bring them to your specific attention.

There are other definitions used in this Policy but we are confident that the broker is fully aware of definitions used in the South African Business insurance market upon which this Policy has been based.

These definitions do not necessarily appear in this Policy in the same order as they are listed.

Should you require any additional information, or explanation, as to the application of these definitions, or any aspect of this Policy, it is recommended that you contact the broker that arranged this Policy on your behalf.

However, we are always available to assist you should the need arise.



Contact

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