



# Body Corporate Policy Document



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## General

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### **General exceptions, conditions and provisions**

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the insured and receipt thereof by or on behalf of the company, the company specified in the schedule agrees to indemnify or compensate the insured by payment or, at the option of the company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

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

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

## General Exceptions

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### 1. War, riot and terrorism

- a. This policy does not cover loss of or damage to property related to or caused by
  - i. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing.
  - ii. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - iii.
    - A. mutiny, 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 or
    - B. insurrection, rebellion or revolution.
  - iv. any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
  - v. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.
  - vi. any attempt to perform any act referred to in clause (iv) or (v) above.
  - vii. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 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. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

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

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

## 2. 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.

## 3. 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, or
- ii. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or 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 horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

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

### Special extension to General exception 3

Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General exception. The special perils that are not excluded for the purpose of this special extension are damage caused by

- a. storm, wind, water, hail or snow excluding damage to property
  - i. arising from its undergoing any process necessarily involving the use or application of water.
  - ii. caused by tidal wave originating from earthquake or volcanic eruption.
  - iii. in the underground workings of any mine.
  - iv. in the open (other than buildings structures and plant designed to exist or operate in the open).
  - v. in any structure not completely roofed.
  - vi. being retaining walls
- b. aircraft and other aerial devices or articles dropped therefrom.
- c. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

This Special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General exception and this Special extension.

This Special extension shall not apply to any Public Liability indemnity.

#### 4. Asbestos

##### **Applicable to the Buildings, Liability and Employer's Liability sections.**

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

any 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.

## General Conditions

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

### 1. **Misrepresentation, misdescription and non-disclosure**

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or 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, an insurance exists with any other insurers covering the insured against the defined events, the company shall be liable to make good only a rateable proportion of the amount payable by or to the insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

### 3. a. **Cancellation**

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

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

The premium is due in advance and, if it is not received by the company 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. Due date will be the first day of every calendar month where premium is payable monthly, and the first day of

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

### 4. **Adjustment of premium**

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

### 5. **Prevention of loss**

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

### 6. **Claims**

- a. On the happening of any event which may result in a claim under this policy the insured shall, at their own expense
  - i. give notice thereof to the company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured.



- ii. as soon as practicable after the event inform the police of any claim involving theft or (if required by the company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property.
  - iii. as soon as practicable after the event submit to the company full details in writing of any claim.
  - iv. give the company such proof, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.
- b. No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as the company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the insured's legal liability to a third party.
- c. No claim shall be payable unless the insured claims payment by serving legal process on the company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- d. If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.

## 7. Company's rights after an event

- a. On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person 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 evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not.
  - ii. take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- b. The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- c. In respect of any section of this policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the company shall thereafter not be under further liability in respect of such event.

**8. Fraud**

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

**9. Reinstatement of cover after loss (not applicable to any section where it is stated to be not applicable)**

In consideration of sums insured not being reduced where appropriate by the amount of any loss, the insured shall pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

**10. Breach of conditions**

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

**11. No rights to other persons**

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

**12. Collective insurances**

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

“give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of claim or

any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.” and General condition 7 is substituted by the following:

## General Provisions

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

### 1. Claims preparation costs

The insurance by each section of this policy is extended to include costs and expenses 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 is R10 000, 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 in the schedule for the applicable defined event.

### 4. Members

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

### 5. Liability under more than one section

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

### 6. Meaning of words

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

### 7. Premium payment

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

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

### 8. Holding covered

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

### 9. 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.

## 10. Security firms

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

The company shall not raise as a defence to any valid claim submitted under any section or 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.

## 11. Sharing of Information

In order to combat insurance fraud and evaluate and properly underwrite risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information.

Information sharing will contribute significantly to limiting insurance fraud and to assess risks fairly, thus protecting the interests of all policyholders. This provision permits the company to store the insured information in the shared database and to verify any underwriting information against legally recognised sources of databases. The insured's right to privacy is a fundamental right that is included in the South African constitution. This right can, however, be restricted in certain circumstances. The circumstances include cases where both parties revealing the information and the parties who are privy to it have a legal interest in that information. This means that in terms of South African law, the company may reveal and / or receive information if the company intend using it to prevent fraud and to underwrite risks fairly.

## The Insured's Authorisation

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

On the insured's behalf and on behalf of any person the insured represents herein, the insured hereby waives any right to privacy with regard to any underwriting and claims information (including credit information) that the insured provides or that is provided by another person on the insured's behalf in respect of any insurance policy or claim made or lodged by the insured.

The insured acknowledges that the insurance information provided by the insured may be stored in the shared database and used as set out above as well as for any decision pertaining to the continuance of the insured's policy or the meeting of any claim the insured may submit. The insured consents to such information being disclosed to any other insurance company or its agents. The insured acknowledges that the information may be verified against legally recognised sources or databases.

## DEFINITIONS

### 1. Act

The Sectional Titles Act No. 95 of 1986 as amended or replaced from time to time.

### 2. Business

The duties of a Body Corporate in terms of the Act and the registered rules agreed by them.

### 3. Body Corporate

The controlling body of the building's described in the schedule.

### 4. Owner

All registered owners of a Unit including the spouse and children and other persons normally residing with him/her.

### 5. Scheme

The Sectional Titles Development Scheme.

**6. Section**

A section as shown on the sectional plan bearing the number as stated in the schedule.

**7. Common Property**

That part of the property insured which does not form part of a section and described in the Sectional Plan stated in the schedule.

**8. Unit**

The section designated on the Sectional Plan including its undivided share in the common property apportioned to it in accordance with its participation quota.

**9. Participation Quota in the Common Property**

The participation quota of a section or of the owner of a section shall be that proportion designated in the Sectional Plan and/or Rules of the Controlling Body.

**10. Trustees**

The elected trustees of the Body Corporate.

**11. Employee**

Any employee of the Body Corporate but excluding any Managing Agents.

**12. The Insured**

The insured shall include all owners and mortgagees of registered mortgage bonds over the units in the scheme for their respective rights and interests.

**13. Buildings**

Shall be deemed to include all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule) and sporting and recreational, structures, swimming pool machinery, borehole motors, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts and fences, and tarred or paved roads, driveways, parking areas or paths.

**14. Contents**

Shall be deemed to be all moveable property excluding

1. property more specifically insured
2. motor vehicles trailers caravans ride on lawnmowers watercraft (other than canoes) aircraft and their accessories other than models
3. domestic and other animals
4. trade goods of any description intended for resale other than goods .
5. precious metals and stones, jewellery
6. Medals, stamp and coin collections

## BODY CORPORATE SECTION

### Sections:

1. Loss or damage to the buildings as provided for in section 1.
2. Accidental damage to Public supply connections as provided for in section 2.
3. Loss of rent as provided for in section 3.
4. Accidental damage as provided for in section 4.
5. Office contents as provided for in section 5.
6. Legal liabilities as provided for in section 6.
7. Trustee's indemnities as provided for in section 7.
8. Employers' liabilities as provided for in section 8.
9. All Risks as provided for in section 9.
10. Money as provided for in section 10.
11. Fidelity as provided for in section 11.
12. Machinery breakdown as provided for in section 12.
13. Glass as provided for in section 13.

### Provided that

No amount shall be payable in terms of sections 1 to 5, 9, 12 and 13 except in the event of actual physical loss of or damage to the insured property, notwithstanding that the insured property may have been deemed to have been destroyed in terms of Section 48 of the Act, as amended or replaced from time to time, and the provisions of that section shall not apply in regard to the application or interpretation of this policy.

# Section 1

## Buildings

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### Defined Events

Loss of or damage to the buildings situated as stated in the schedule by:

1. fire, lightning, thunderbolt, subterranean fire, explosion.
2. storm, wind, water, hail or snow other than,
  - a. that arising from its undergoing any process necessarily involving the use or application of water,
  - b. wear and tear or gradual deterioration,
  - c. loss or damage
    - i. to retaining walls; other than where a certificate is issued by a professional engineer certifying construction of the retaining walls to be in accordance with building laws and regulations.
    - ii. caused by or aggravated by
      - A. subsidence or landslip
      - B. the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage.
3. earthquake.
4. aircraft and other aerial devices or articles dropped there from.
5. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles.
6. bursting or overflowing of water tanks apparatus or pipes including damage to such apparatus or pipes.
7. sudden and unforeseen escape of oil from any fixed oil-fired heating installation forming part of the building.
8. theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from the building. If any building or part of the building insured becomes unoccupied for 30 consecutive days, this defined event is suspended as regards the unoccupied building or part of the building, unless the insured, before the occurrence of loss or damage, obtains the written agreement of the company to continue this peril. During the period of the initial un-occupancy of 30 consecutive days the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable.
9. accidental breakage or collapse of radio or television aerials, satellite dishes, aerial fittings or masts.
10. accidental damage to or breakage of glass or sanitaryware such as fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas, stoves, mirror glass, fixed wash-basins, pedestals, sinks, lavatory pans, splashbacks and cisterns (excluding denting, chipping, scratching, cracking or other disfiguration not affecting the operation of the item).
11. damage to boundary walls, garden walls, gates, posts, fences and electric fences by theft or any attempt thereat.
12. costs and expenses necessarily incurred by the insured in complying with any legal requirements to upgrade or replace undamaged portions of any automatic sprinkler system, or automatic drencher, gas or foam installation following damage by an insured peril provided that the total amount recoverable shall not exceed the sum insured. This peril will only be operative if the insured can produce evidence of a current ASIB certificate at the time of the loss.

## **Specific Condition**

### **Average**

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition. This condition shall apply to the individual units excluding the owners interest in the land and not to the property as a whole.

### **Replacement by Similar Styles and Materials**

Where a Building has architectural features and structural materials of a particular ornamental, antique or historical character, or the materials are not readily available the company shall be permitted to calculate the cost of repairing, replacing or rebuilding the building by reference to cost of repairing, replacing or rebuilding a similar type of building of current design and materials and of a reasonably equivalent utility and capacity.

### **Energy Performance and Sustainable Buildings**

The insurance under includes:

1. additional cost incurred to reinstate the damaged property to a standard above the minimum required under the prevailing National Building Regulations (SANS 10400 Part XA) or other regulations under any Act of parliament or bye-laws of any public authority, carried out in order to obtain the Green Star SA Certification issued by the Green Building Council of South Africa .
2. the reasonable additional cost arising from the use of alternative materials or sources of materials in accordance with the principles of the National Building Regulation on Environmental and Sustainability standards.

Provided always that:

- a. The total amount recoverable under this clause shall not exceed 10% of the sum insured on the property affected
- b. the company will not be liable for any undamaged portions of the Property Insured
- c. the company will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of the works funded by the application of this clause
- d. the company will not be liable for the cost incurred in complying with National Building Regulations or any other regulations under or framed in pursuance of any Act of parliament of bye-laws of any public authority under which notice has been served upon the Insured prior to the happening of the damage
- e. if the liability of the company is reduced by the application of average, the liability of the company under this clause will be reduced in like manner

### **Flood Resilience and Flood Protection**

In the event of damage to the insured property by flood, the insurance in respect of such property includes the additional costs of reinstatement incurred with the prior written agreement of the company in:

1. utilisation of materials with improved water resilience
2. the relocation within the same building of replacement landlords' fixtures and fittings insured under this policy to an area of reduced exposure to damage by water arising from flood.
3. utilisation of flood protection products and methods including specialist consultant fees,
4. preventing escape of flood waters from drains or normal water courses and sewers
5. preventing inundation of water from adjacent ground for the purposes of providing protection against future damage. Provided that the company's liability shall not exceed R50 000



## **Fire Extinguishing Charges**

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section, provided the insured is legally liable for such costs and the property insured was in danger from the fire.

## **Cost of Demolition and Clearing and Erection of Hoardings**

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

The company will not pay for any costs or expenses,

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

## **Architects and Other Professional Fees**

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

## **Capital Additions**

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

## **Municipal Plans Scrutiny Fee**

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

## **Public Authorities Requirements**

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

1. the amount recoverable under this clause shall not include
  - a. the cost incurred in complying with any of the aforesaid regulations.
    - i. in respect of damage occurring prior to granting of this clause.
    - ii. in respect of damage not insured by this section.
    - iii. under which notice has been served upon the insured prior to the happening of the damage.
    - iv. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged.

- b. the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen.
  - c. the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the company under this clause not being thereby increased.
  3. if the liability of the company under any item of this policy apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then the liability of the company under this clause in respect of any such item shall be reduced in like proportion.
  4. the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

### **Reinstatement Value Conditions**

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

provided that,

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

### **Floor Space Ratio**

1. Where a building is destroyed or damaged and the relevant statutory authority permits reinstatement only to a reduced floor space ratio index, the company will pay the insured the difference between:
  - a. the actual cost of reinstatement to comply with the reduced floor space ratio index; and
  - b. the cost of reinstatement had the reduced floor space ratio index not applied.

The company may, at its option, allow you to purchase land on which to replace the building to the extent of the reduction in the floor space ratio.

2. The company will only pay for the floor space ratio benefit described above when the Limit of Liability is not otherwise exhausted.

## Specific Exclusions

In addition to the general exclusions applying to all sections of the policy the company will not pay for:

1. consequential loss of any kind other than as specifically covered in Section 1;
2. any legal liability of any kind except the insured's legal liability as described under the extensions Removal of Debris and Personal Property Under Control of Body Corporate;
3. damage to any:
  - a. animals;
  - b. awnings and blinds made of textile or fabric more than ten (10) years old caused by wind, rainwater or hail;
  - c. Building or other insured property which are vacated and undergoing demolition;
  - d. Building or other insured property which is in the course of construction, erection, alteration or addition where the total contract value of such work exceeds R100 000;
  - e. docks, wharves and piers not forming part of any building;
  - f. Money;
  - g. pathways, driveways and tennis court surfaces caused by wind, rainwater or hail;
  - h. personal property in open air unless it is part of the Common Area Contents designed to function without the protection of walls or a roof;
  - i. pool and spa covers caused by wind, rainwater or hail;
  - j. retaining walls caused by wind, rainwater or hail;
  - k. swimming pools, spas or surrounds caused by movement of their foundations or structure;
4. damage arising directly or indirectly out of or in any way connected with:
  - a. change in texture or finish;
  - b. creeping, heaving or vibration;
  - c. demolition ordered by any lawful authority due to the insured's or any agent of the insured failure to obtain necessary building, construction or development consents or permits;
  - d. erosion, subsidence, landslide, mudslide, or any other earth movement or collapse unless the damage arises out of an earthquake or seismological disturbance, explosion or physical impact by Aircraft;
  - e. error or omission in design, plan or specification or failure of design;
  - f. faulty materials or faulty workmanship;
  - g. hydrostatic pressure, changes in the water table, accidental breakage, chipping or lifting of swimming pools, spas and their surrounds including tiles and pavers;
  - h. incorrect siting of any building;
  - i. inherent vice or latent defect;
  - j. kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereof;
  - k. lack of maintenance or any other failure to keep any Insured Property in good repair;
  - l. mechanical, hydraulic, electrical or electronic breakdown except to the extent covered by extension Damage to Domestic Electric Motors;
  - m. mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature;
  - n. normal settling, seepage, shrinkage or expansion in Buildings or foundations, walls, pavements, roads and other structural improvements;
  - o. removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair;

- p. roots of trees or other plants;
  - q. spontaneous combustion, fermentation or heating or any process involving the direct application of heat except that this exclusion will be limited to the item or items immediately affected and will not extend to other Damaged Insured Property as a result of such combustion, fermentation or heating process;
  - r. smoke or smut from industrial operations;
  - s. the actions of birds, vermin, moths, termites or other pests; or
- wear and tear, corrosion, rust or oxidation, fading, chipping, scratching or marring, gradual deterioration or developing flaws, concrete or brick 'cancer', normal upkeep or making good.

## **Clauses and Extensions**

### **Claims For Damaged Common Area Contents**

1. In respect of a claim for Damaged Common Area Contents, the company will at its option pay the reasonable cost of repairing or replacing the item of Common Area Contents to a condition, which is substantially the same as when new, but not better or more extensive than when new.
2. The maximum that the company will pay in respect of any one loss or series of losses arising out of one event relating to:
  - a. Common Area Contents that are not in open air is the Limit of Liability specified in the Schedule against Common Area Contents;
  - b. Common Area Contents that are in open air or In Transit is R5 000.
3. When Damage occurs to an item of Common Areas Contents which:
  - a. is part of a set, the company will only pay for the reasonable cost of repairing or replacing the item itself as a proportion of the reasonable cost of repairing or replacing the whole set, notwithstanding that the set is less valuable by reason of it being incomplete;
  - b. is a wall, floor or ceiling covering (including carpets, blinds and curtains), the company will only pay for the cost of repairing or replacing such item in the room, hall or passage in which the Damage occurred.

### **Intercom Systems**

This Section is extended to cover the theft of sim cards from any intercom system provided that the liability of the company shall only attach upon receipt of a statement detailing charges levied to unauthorised telephone numbers. The liability of the company shall not exceed R5 000 from any one event or R10 000 in any one annual period of insurance.

### **Storage of Unit Owners Contents**

Costs of removing, storing and returning undamaged Unit Owner's Contents necessarily and reasonably incurred as a result of damage to Insured property occurring during the period of insurance caused by an event not excluded under this Section 1 that renders a Unit uninhabitable.

The company will pay this additional benefit up to a maximum of R20 000 while the subject Unit is incapable of housing the undamaged Unit Owners Contents.

The amount that the company will pay in respect of such costs is reduced by any amount payable under any other insurance policy benefiting a Unit Owner in respect of those costs.

## **Damage to Domestic Electric Motors**

Subject to the limit stated in the schedule the company will pay costs necessarily and reasonably incurred by the insured in repairing or replacing an electric motor within an electrical machine used for domestic purposes comprising part of insured property which has burnt out during the Period of insurance by electric current.

The company will not pay for:

1. motors covered by any form of warranty;
2. motors with an output greater than five (5) kilowatts (5kW);
3. motors more than ten(10) years old;
4. other parts of any electrical machine;
5. non-electrical components such as bearings, seals and solenoids;
6. lighting filaments or heating elements;
7. fuses or protective devices;
8. electrical contacts or switches at which sparking or arcing occurs during ordinary operation;
9. costs of flushing or recharging with refrigerant; or
10. any additional costs arising from loss of use of the machine.

The company will not pay any benefit under this extension if cover has been selected under Section 11 (Machinery Breakdown) of this Policy.

## **Domestic Pets**

Costs of temporary boarding of a Unit Owner's domestic pet normally kept at the situation necessarily and reasonably incurred as a result of damage to Insured Property occurring during the period of insurance caused by an event not excluded under Section 1 that renders the affected Unit uninhabitable.

The maximum amount that the company will pay for under this extension is R1 000 for each affected Unit subject to a limit of R10 000 for any one loss or series of losses arising out of one event.

## **Locating Source of Leak**

Costs necessarily and reasonably incurred by the insured in:

1. locating the source of leaking, bursting, discharging, or overflowing of tanks, apparatus or pipes used to carry water or oil (including damage to other property necessary to effect the repair or replacement) and repairing or replacing the defective part or parts of such tanks, apparatus or pipes up to a limit of R5 000 per event;
2. cleaning up any pollution damage to land at the Situation, as a direct result of leakage described under this extension, up to a limit of R5 000.

provided that the leaking, bursting, discharging or overflow occurs during the period of insurance and is caused by an event not excluded by the Policy.

## **Maintenance Fees**

Maintenance fees and levies required to be paid to the insured by a Unit Owner for the period during which the Unit has become uninhabitable as a result of Damage occurring during the Period of insurance and covered under Section 1.

The maximum that the company will pay for under this extension is R1 000 per Unit subject to a limit of R10 000 for any one loss or series of losses arising out of one event.

The company reserves its right of subrogation to recover the outstanding maintenance fees from the relevant Unit Owner or Owners.

## **Personal Property Under Control of Body Corporate**

The personal property of others that is lost, destroyed or damaged from any cause not excluded by this section while in the insured's physical or legal control.

For the purposes of this additional benefit, "others" means any person not insured under this Policy, including persons employed by the insured.

The maximum that the company will pay for under this extension is R10 000 for any one loss or series of losses arising out of one event.

## **Rewriting of Records**

Costs necessarily and reasonably incurred by the insured in preparing and/or rewriting the records of the Body Corporate which have been damaged during the Period of insurance from an event not excluded by this section:

1. at the Situation;
2. while in the safe keeping of a duly appointed Body Corporate Manager; or
3. at a bank for safekeeping.

The maximum that the company will pay for under this extension is R5 000 in any one annual Period of insurance.

## **Storage of Common Area Contents**

Costs of removing, storing and returning undamaged Common Area Contents necessarily and reasonably incurred as a result of damage to insured property occurring during the period of insurance caused by an event not excluded under Section 1 that renders the subject Common Area incapable of housing the undamaged Common Area Contents.

The company will pay under this extension while the subject Common Area is incapable of housing the undamaged Common Area Contents, provided that the maximum amount the company will pay under this extension is R10 000 any one loss or series of losses arising out of one event.

## **Certificate of Title**

The company will pay up to R5 000 per Certificate, subject to a limit of R20 000 for any one loss or series of losses arising out of one event, to replace the Certificate of Title documents for Unit Owners if they are destroyed or Damaged as a result of Damage covered by this Section 1.

## **Removal of water from basement**

The company will pay up to R2 000 for the necessary and immediate removal of water from the basement of the building directly caused by a storm event covered by this section. The company will not pay if the water inundation is caused by any excluded peril.

## **Unit Owners' fixtures**

The company will pay up to R1 000 per Unit, subject to a limit of R10 000 for any one loss or series of losses arising out of one event, for damage to Unit Owners fixtures permanently attached to or fixed to the insured building arising from damage covered under Section 1 but the company will only pay in excess of the cover provided under any Unit Owner's home or contents insurance policy covering Unit Owners' fixtures.

## **Subsidence and landslip extension (if stated in the schedule to be included)**

Damage caused by subsidence or landslip provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1 percent of the sum insured on the property or R500 whichever is the greater.

This extension does not cover;

1. damage to drains, water course, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.

2. damage caused by or attributable to
  - a. faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises.
  - b. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - c. excavation on or under land other than excavations in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

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

### **Limited Subsidence and Landslip**

The company shall indemnify the insured for damage to the insured property caused by subsidence and landslip. The insured shall bear the first portion of each and every claim up to an amount calculated at one percent of the sum insured of the property insured minimum R5000 whichever is the greater.

This extension does not cover;

1. loss or damage to drains, water courses, boundary walls, screen and retaining walls, garden walls, gate posts, gates and fences, driveways, paving, swimming pools, tennis courts;
2. damage caused by or attributable to;
  - a. the contraction and/or expansion of soil due to the moisture content of such soil as experienced in clay and/or similar soil types;
  - b. faulty design or construction of or removal or weakening of support to any insured building situated at the premises;
  - c. workmen engaged in making any structural alterations, additions or repairs to any insured building situated at the premises;
  - d. excavation on (surface) or under land (subterranean) other than excavation in the course of mining operations
3. consequential loss of any kind whatsoever except loss of rent when/if specifically insured.

In any action suit or other proceedings 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.

### **Damage to Landscaped Gardens**

The company will indemnify the insured for the replacement of landscaped trees, plants or shrubs on the premises following loss of or damage by fire, fire fighting operations, explosion, impact by vehicles, aircraft or other aerial devices or articles dropped there from, limited to R10,000 per event.

### **Escalation**

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

At each renewal date, the insured shall notify the company of the sums to be insured for the forthcoming period of insurance and the percentage increase required for such period, In default thereof, the provisions of this clause shall cease to apply.

The additional premium for this extension shall be 50 percent of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.



## Home modifications

Should the owner become permanently disabled following a defined event, which gives rise to a claim admitted by the company, that results in the owner being permanently dependant on a wheelchair the company will pay an amount not exceeding R20 000 for alterations to the owners property to facilitate the use of such wheelchair.

## Leakage

The company will indemnify the insured up to a maximum of R20 000 for any one loss or series of losses arising out of one event for damage caused by discharge or leakage from fire extinguishing installations.

## Locks and Keys

The company will indemnify the insured for the cost of replacing locks, keys and access devices of the insured premises following a loss for which the company has admitted liability under Defined event 8, limited to R10,000 for any one loss or series of losses arising out of one event.

## Loss of Water

The Company will indemnify the insured against charges raised by a local authority for water lost through leakage from pipes in any unit or on the common property, where the insured is responsible to pay the charge for such water, provided that

1. the consumption reading must be at least 50% more than the average of the previous four readings.
2. the insured takes 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

1. the cost of repairs to leaking pipes.
2. more than two separate incidents in any period of twelve months.
3. loss of water
  - a. as a result of leaking taps, water heating apparatus or toilet systems.
  - b. from swimming pool structures or inlet or outlet pipes.
  - c. whilst property is unoccupied for a period in excess of 30 days.
  - d. as a result of the deliberate act of the Insured or any person acting on his behalf. Provided that the liability of the company shall not exceed R10 000.

## Maintenance and Cleaning Equipment

This policy is extended to include cover as defined in Defined events 1 to 5 and 8 in respect of equipment owned by the insured for maintaining and cleaning the premises, subject to a limit of R10 000 for any one loss or series of losses arising out of one event.

## Malicious Damage

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

1. contents which are,
  - a. stolen,
  - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured,
2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured,



3. immovable property owned or occupied by the insured occasioned by or through or in consequence of,
  - a. the removal or partial removal or any attempt thereof of,
  - b. the demolition or partial demolition or any attempt thereof of,  
the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover,
    - i. loss or damage related to or caused by fire or explosion,
    - 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) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrences.

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

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

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

### **Medical, Trauma and Bereavement Costs**

If any watchman, caretaker, building supervisor or gardener in the permanent employment of the insured for the purposes of safe-guarding or maintaining the property described in the schedule is the victim

of unlawful physical assault while in the course and scope of his/her employment, the Company will indemnify the insured on behalf of such employee or employee's estate

1. up to R10 000 in respect of medical costs and expenses, including ambulance and hospital fees,
2. up to R1 000 in respect of psychological counselling necessitated by such unlawful physical assault,
3. up to R5000 in respect of bereavement expenses following the death of the employee directly caused by the unlawful physical assault and occurring within three months of such unlawful assault  
provided that,
  - a. any medical costs and expenses recoverable or received in terms of any Workmen's Compensation Enactment shall be deducted from the indemnity provided under (1) above,
  - b. the Company's maximum liability under this section shall be R 10 000.

### **Removal of Trees**

The company will indemnify the insured for the cost of removing trees when they have fallen upon and caused damage to the insured property, limited to R10,000 per event.

### **Swimming Pool/Borehole Pump Extension**

Indemnity is extended to cover swimming pool and jacuzzi machinery or borehole pumps in domestic use damaged by any cause other than wear and tear or depreciation. The company will, at its option, repair or replace the damaged equipment or pay to the insured the value thereof limited to R10 000 per claim.

## **Theft of Landlord's Exterior Fixtures and Fittings**

Theft of exterior landlord's fixtures and fittings removed by forcible and violent means from the building, limited to the amount stated in the schedule. If any building or part of the building insured becomes unoccupied for 30 consecutive days, this defined event 8 is suspended as regards the unoccupied building or part of the building, unless the insured, before the occurrence of loss or damage, obtains the written agreement of the company to continue this peril. During the period of the initial un-occupancy of 30 consecutive days the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable.

## **Watchmen**

The company will indemnify the insured for the costs reasonably incurred in employing watchmen following an event which gives rise to a claim for which liability is admitted by the company, limited to R10 000 per event.

## **Mortgagee**

1. The interest of any mortgagee(s) in the insurance under this section shall not be prejudiced by
  - a. any act or neglect of the Body Corporate or any of the owners of units as defined in the Sectional Titles Act No. 95 of 1986, or
  - b. by any misrepresentation or non-disclosure by the Body Corporate or any of the owners of the units at the time when the insurance is effected or renewed during the currency thereof, or
  - c. by the alienation of the property, or
  - d. by the occupation thereof for purposes more hazardous than are permitted by the policy, provided that,
    - i. such act, neglect, misrepresentation, non-disclosure, alienation or occupation shall have been effected without the knowledge or privy of the mortgagee(s) and
    - ii. the mortgagee(s) shall notify the company of the happening or existence of such act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as same shall come to his or her knowledge,
    - iii. the mortgagee(s) shall, on reasonable demand, pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such Increased hazard may be, or shall have been, assumed by the company during the continuance of the insurance, and
    - iv. any compensation payable in terms of this section shall be payable direct to the mortgagee(s) of the particular unit in the order of preference of their bonds up to the value allocated to the particular unit in this policy or the aggregate of the amounts due by the unit owner to the mortgagees under their mortgage bonds, whichever is the lesser.
2. All and any amounts becoming payable by the company shall, unless otherwise resolved or ordered in terms of Section 48 of the Sectional Titles Act to be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 48 of the Sectional Titles Act that such damage should not be reinstated, the proceeds of any claim applicable to the unit shall be made in the first place to the mortgagee(s) of the particular unit up to the value allocated to the particular unit in this policy or the aggregate of the amounts due by the unit owner to the mortgagee(s) under their mortgage bonds, whichever is the lesser.
3. The Condition of Average Clause incorporated within the policy applies to the individual units (excluding the owner's interest in the land) and not to the Scheme as a whole.

## **Railway and Other Subrogation**

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

## **Temporary Removal**

Except in so far as otherwise insured, landlords' fixtures and fittings are covered whilst temporarily removed to any other premises, including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi, provided that the amount payable under this clause shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

## **Tenants**

The insurance shall not be invalidated by an act or omission on the part of a tenant (other than the insured) provided that the Body Corporate or owners notifies the company as soon as such act or omission comes to their knowledge and pay on demand the appropriate additional premium.

## **Owners**

The insurance shall not be invalidated by any act or omission on the part of an owner of a unit except

1. if the act or omission was committed by all the owners in concert.
2. in respect of damage to a section belonging to the owner whose act or omission caused the damage.

Notwithstanding this exception the interest of the Body Corporate shall not be invalidated by any such act or omission of which they were not aware.

## **Power Surge**

The insurance under this section is extended to include damage to the landlord's fixtures and fittings forming part of buildings insured under this section caused by power surge.

Provided that;

1. the company's liability shall not exceed R10,000 in respect of any one event.
2. the company shall not be liable for the first 10% of claim with a minimum of R500.

## **Geysers and water pipes**

The company will indemnify the insured in respect of defined event 6 for bursting, leaking or overflowing of domestic heating installations or pipes including damage to such installations or pipes, the property of the insured, installed in and forming part of the buildings subject to a limit of R10 000.

Provided that the company shall not be liable for the first R500 of each and every event.

## **Mortgage Discharge Fees**

The company shall pay for Legal fees necessarily and reasonably incurred by Unit Owners, subject to a limit of R10 000 for any one loss or series of losses arising out of one event, to discharge their mortgage in the event that the building is completely destroyed, or in such a condition as to make it uneconomical to repair, replace or rebuild.

## Section 2

# Public Supply Connections

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### **Defined Events**

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

# Section 3

## Rent

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### Defined Events

#### 1. Loss of Rent Receivable from Tenants

Loss of rent as a result of the property insured being so damaged by a defined event specified in section 1 as to be rendered untenable but only for the period necessary for reinstatement and for an amount not exceeding 25 percent of the sum insured on the affected unit or section of the property. The basis of calculation shall be the rent receivable of the unit or section unfurnished or its equivalent in rental value.

#### 2. Owners Alternative Accommodation

In consequence of the property being so damaged by any of the Defined events specified in section 1 as to be rendered untenable, the company will indemnify the insured in respect of the reasonable cost of equivalent accommodation up to a limit of 25 percent of the sum insured on the affected unit. The indemnity period shall be limited to the period necessary for the reinstatement of the unit.

The insurance provided herein does not cover any loss which at the time of the happening of such loss is insured by or would but for the existence of this policy be insured by any other policy except in respect of any excess beyond the amount which would have been payable under the policy had this insurance not been effected.

### Memoranda

#### Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition. This condition shall apply to the individual units excluding the owners interest in the land and not to the property as a whole.

### Extensions

#### Prevention of Access

If property within a 10 km radius of the premises stated in the schedule is lost or damaged by a defined event in section 1 during the period of insurance and this prevents or hinders the use of or access to the property insured by this section, the company will pay any loss of rent the insured may incur as a result thereof up to an amount not exceeding 25 percent of the sum insured on the affected property. The loss of rent calculation will be based on the rent receivable (for an unfurnished unit) immediately preceding the damage.

#### Failure of Supply of Services By Public Utility

Loss of Rent for a Tenanted Unit or Temporary Accommodation Costs for an Owner Occupied Unit incurred by reason of the Unit becoming uninhabitable:

1. as a result of the failure of supply to the Unit of electricity, gas, water or sewerage services by a public utility; and
2. where the failure of supply resulted from damage to property belonging to or under the control of the public utility occurring during the Period of insurance by an event not excluded under Section 1.

The Company will pay Loss of Rent or Temporary Accommodation Costs in the circumstances described above only for the period that:

- a. commences 24 hours after the failure of supply occurs; and
- b. ends 30 days later or at the time the services are reinstated, whichever first occurs.

## **Public Authority Closure**

Loss of Rent for a Tenanted Unit or Temporary Accommodation Costs for an Owner Occupied Unit incurred as a result of the Unit not being able to be inhabited by reason of an order of a government authority made during the Period of insurance because of a murder or suicide occurring at the Situation.

The company will pay Loss of Rent or Temporary Accommodation Costs in the circumstances described above only for the period that:

1. commences at the time such government order becomes effective; and
2. ends 30 days later or at the time the order is revoked, whichever first occurs.

## Section 4

# Accidental Damage

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### Defined Events

Accidental physical loss of or damage to the insured property, as defined below, at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section (other than Section 9 – All Risks) listed in the index of this policy.

The amount payable for all damage arising out of one original cause or source shall not exceed the sum insured as stated in the schedule and notwithstanding General Condition 2, this section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

### Definition

#### Insured property

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

1. current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, unused MVA tokens, and other certificates, documents or instruments of a negotiable nature;
2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
3. property in transit by air, inland waterway or sea;
4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers;
5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives;
6. electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
7. property in the course of construction, erection or dismantling including materials or supplies related thereto;
8. property in the possession of customers under lease, rental, credit or suspensive sale agreements;
9. glass, china, earthenware, marble and other fragile or brittle objects; (unless stated in the schedule to be insured).

#### Specific Exceptions

The company shall not be liable for damage resulting from,

1. any Defined event excluded or circumstance precluded from any other insurance available from the company at inception hereof or for any first amount payable by the insured under such section, or for any reduction of amount payable under any claim due to the application of average.
2. more than the individual value of any item forming a pair, set or collection without regard to any special value such item may have as a part of such pair, set or collection.
3. detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process.

4. unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information.
5. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant.
6. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).
7. loss of or damage to property insured caused by
  - a. any fraudulent scheme, trick, device or false pretence practised on the insured (or any person having custody of the property insured) or fraud or the dishonesty of any principal or agent of the insured.
  - b. overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus.
  - c. breakdown, electrical, electronic and/or mechanical derangement.
  - d. altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon.
  - e. fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear.
  - f. domestic pets, termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
8. settlement or bedding down, ground heave, collapse or cracking of structures or the removal or weakening of support to any property insured.
9.
  - a. loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container.
  - b. loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes.
10. damage to irrigation equipment,
11. denting, chipping, scratching or cracking not affecting the operation of the item.

## **Clauses and Extensions**

### **Additional Costs**

In respect of property insured, the sum insured includes,

1. any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event, provided that such costs do not include,
  - a. anything for which notice had been served on the insured prior to the insured event,
  - b. anything connected with undamaged property or undamaged portions of property,
  - c. rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property,
2. fees for the examination of municipal or other plans,
3. costs necessarily incurred by the insured in the demolition, removal of debris and in providing, erecting and maintaining hoardings required during demolition and rebuilding,
4. the professional fees of architects, quantity surveyors and other consultants,
5. charges levied by any authorised fire brigade for their services,

but the company shall not be liable under (1), (2) or (4) unless the damaged property is replaced or reinstated without undue delay nor under (4) for any expenses in connection with the preparation of the insured's claim.



Further, the company shall not be liable under (3) for any costs or expenses,

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

## **Mortgagee**

1. The interest of any mortgagee(s) in the insurance under this section shall not be prejudiced by
  - a. any act or neglect of the Body Corporate or any of the owners of units as defined in the Sectional Titles Act No. 95 of 1986, or
  - b. by any misrepresentation or non-disclosure by the Body Corporate or any of the owners of the units at the time when the insurance is effected or renewed during the currency thereof, or
  - c. by the alienation of the property, or
  - d. by the occupation thereof for purposes more hazardous than are permitted by the policy, provided that,
    - i. such act, neglect, misrepresentation, non-disclosure, alienation or occupation shall have been effected without the knowledge or privy of the mortgagee(s) and
    - ii. the mortgagee(s) shall notify the company of the happening or existence of such act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as same shall come to his or her knowledge,
    - iii. the mortgagee(s) shall, on reasonable demand, pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or shall have been, assumed by the company during the continuance of the insurance, and
    - iv. any compensation payable in terms of this section shall be payable direct to the mortgagee(s) of the particular unit in the order of preference of their bonds up to the value allocated to the particular unit in this policy or the aggregate of the amounts due by the unit owner to the mortgagees under their mortgage bonds, whichever is the lesser.
2. All and any amounts becoming payable by the company shall, unless otherwise resolved or ordered in terms of Section 48 of the Sectional Titles Act to be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 48 of the Sectional Titles Act that such damage should not be reinstated, the proceeds of any claim applicable to the unit shall be made in the first place to the mortgagee(s) of the particular unit up to the value allocated to the particular unit in this policy or the aggregate of the amounts due by the unit owner to the mortgagee(s) under their mortgage bonds, whichever is the lesser.
3. The Condition of Average Clause incorporated within the policy applies to the individual units (excluding the owner's interest in the land) and not to the Scheme as a whole.

## **Tenants**

The insurance shall not be invalidated by an act or omission on the part of a tenant (other than the insured) provided that the Body Corporate or owners notifies the company as soon as such act or omission comes to their knowledge and pay on demand the appropriate additional premium.

## **Owners**

The insurance shall not be invalidated by any act or omission on the part of an owner of a unit except

1. if the act or omission was committed by all the owners in concert.
2. in respect of damage to a section belonging to the owner whose act or omission caused the damage.

Notwithstanding this exception the interest of the Body Corporate shall not be invalidated by any such act or omission of which they were not aware.

## **Memoranda**

### **Average**

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition. This condition shall apply to the individual units excluding the owners interest in the land and not to the property as a whole.

## Section 5

### Office Contents

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#### Defined Events

Loss of or damage to the contents of the office (including electronic data processing equipment), foyer, clubhouse, gatehouse, reception and laundry, belonging to the body corporate or for which the body corporate is responsible, situate as stated in the schedule by:

1. fire, lightning, thunderbolt, subterranean fire, explosion.
2. storm, wind, water, hail or snow excluding loss of or damage to property arising from its undergoing any process necessarily involving the use or application of water.
3. earthquake but excluding loss of or damage to property in the underground workings of any mine.
4. aircraft and other aerial devices or articles dropped there from.
5. impact by animals, trees, aerals, satellite dishes, or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.
6. accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

#### Limit of Liability

The liability of the company under this section shall not exceed the sum insured as stated in the schedule.

#### Average

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

#### Specific exception

This section does not cover

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms this section), stock-in-trade, samples, motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones.
3. the first 10 percent of the indemnifiable amount or R1,000 whichever is the greater if the loss or damage is due to lightning strikes.

#### Clauses and Extensions

##### Theft by forcible entry extension

This section of the policy is extended to include:

1. Theft accompanied by forcible and violent entry into or exit from the office, foyer, clubhouse, gatehouse, reception and laundry, or any attempt thereat or as a result of the theft (or any attempt thereat) following violence or threat of violence.

Provided that

- a. the company will not be liable under this section for theft or attempted theft by any member of the body corporate, trustee(s) or employee(s) of the body corporate.

- b. the amount payable will be reduced by the first amount payable shown in the schedule for this extension.
- c. the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

### **Malicious Damage**

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

1. contents, which are,
  - a. stolen,
  - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured,
2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured,
3. immovable property owned or occupied by the insured occasioned by or through or in consequence of,
  - a. the removal or partial removal or any attempt thereof,
  - b. 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,

  - i. loss or damage related to or caused by fire or explosion,
  - 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) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrences.

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

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

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

## Section 6

# Liability

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### Defined Events

Damages which the insured shall become legally liable as owner (but not as occupier) of the property to pay consequent upon death of or bodily injury to or illness of any person (hereinafter termed injury) or loss of or physical damage to tangible property (hereinafter termed damage) which occurred in the course of or in connection with the ownership of the insured property within the territorial limits and on or after the retroactive date shown in the schedule , and which results in a claim or claims first being made against the insured in writing during the period of insurance.

### Limit of Indemnity

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

### Specific Exceptions

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

1. injury or damage sustained by,
  - a. any trustee or member of the same household as the insured,
  - b. any person employed by the insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the insured,
  - c. any other person resulting from the ownership of or use by or on behalf of the insured of mechanically propelled vehicles (except pedal cycles and lawnmowers),
2. damage to property,
  - a.
    - i. belonging to the insured,
    - ii. in the custody or control of the insured or any employee of the insured,
  - b. caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
3. liability assumed by agreement, unless liability would have attached to the insured notwithstanding such agreement,
4.
  - a. liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence,
  - b. the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence,  
  
This exception shall not extend the policy to cover any liability, which would not have been insured under this policy in the absence of this exception,
5. fines, penalties, punitive, exemplary or vindictive damages,
6.
  - a. damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland,
  - b. costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in 6(a) above,

7. Liability consequent upon injury or damage
  - a. caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the insured.
  - b. caused by or through or in connection with the ownership, possession or use by or on behalf of the insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft, locomotive or rolling stock, provided that this exception shall not relieve the company of liability to indemnify the insured in respect of liability consequent upon injury or damage caused or arising beyond the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy.
  - c. caused by or through or in connection with
    - i. the refuelling of aircraft.
    - ii. the ownership, possession, maintenance, operation or use of aircraft or an airline.
    - iii. the ownership, hire or leasing of any airport, airstrip or helicopter pad.
8. liability consequent upon injury to any person employed by the insured under a contract of service or apprenticeship and arising from and in the course of such employment by the insured.
9. any claim arising from an event known to the insured
  - a. which is not reported to the company in terms of General condition 6.
  - b. prior to inception of this section.
10. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within the 48 month period (or extended period in respect of minors) as specified in Specific condition 2.
11. assault and/or battery (including sexual assault) or wrongful arrest and/or detention unless committed for the purpose of preventing or eliminating danger to persons or property.
12. the construction, erection, alteration, addition, renovation or demolition of any building by the insured or on the insured's behalf where the contract value of the work exceeds R2,500,000.
13. the conduct of any business or profession or the provision of any services by the insured other than as owner of Insured Property.
14. The insured shall be responsible for the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by the insured.
15. liability arising out of the deliberate, conscious or intentional disregard by the Insured, the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

## Memorandum

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

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

## Specific conditions

1. Any claim first made in writing against the insured as a result of a defined event reported in terms of General condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company.
2. In the event of cancellation or non-renewal of the policy
  - a. any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.
  - b. the insured may report an event in terms of General condition 6 to the company for up to 15 days after cancellation or non-renewal, provided
    - i. such event occurred during the period of insurance.
    - ii. any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 month period specified in 2(a) above.
3. Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured
  - a. on the date that the event was reported by the insured in terms of General condition 6 or
  - b. if the insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the insured.

## Extensions

### Additional Insured

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

1. in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured.
2. any partner or director or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance.
3. to the extent required by the conditions of any contract (and notwithstanding Specific exception 3), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the insured for the purpose of the business. provided that
  - a. the aggregate liability of the company is not increased beyond the limits of indemnity stated in the schedule.
  - b. any person or organisation to which this extension applies is not entitled to indemnity under any other policy.
  - c. the indemnity under 1,2 and 3 applies only in respect of liability for which the insured would have been entitled to indemnity if the claim had been made against the insured.

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

## **Car Parks**

Notwithstanding the provisions of Specific Exception 2 (a) (ii), the company will indemnify the insured in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and accessories, the property of tenants, customers, visitors or employees of the insured using parking facilities provided by the insured.

## **Cross Liabilities**

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

## **Emergency Medical Expenses**

The company will indemnify the insured for all reasonable expenses incurred by the insured for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the insured in terms of this section.

## **Employees and Visitor's Property**

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

## **Legal Defence Costs**

If the insured so requests, the company will indemnify any employee, partner, trustee or director of the insured against costs and expenses not exceeding R50 000 for any one event and R100 000 in any one (annual) period of insurance and incurred by and on behalf of such a person with the consent of the company in the defence of any criminal action brought against such person in the course of his occupation with the insured arising from an alleged contravention of the statutes as herein defined during the period of insurance, provided that,

1. in the case of an appeal, the company shall not indemnify such person unless a senior counsel approved by the company shall advise that such appeal should, in his opinion, succeed.
2. the company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon,
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 Electricity Act No. 40 of 1958 (as amended), and/or any other Act or Ordinance pertaining to the supply of electricity.

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

## **Security Firms**

Notwithstanding Specific exception 3, if in terms of a contract with a security firm engaged to protect the insured property the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this section includes such legal liability to the extent that indemnity would have been granted under this section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule.

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



## **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 limits of indemnity as stated shall not exceed R50 000 under each of (i) and (ii) and R100 000 in any one (annual) period of insurance.

# Section 7

## Trustees Indemnity

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### Defined Events

The company will indemnify

1. the Trustees for all sums that they shall become legally liable to pay for which they are not indemnified by the Body Corporate or
2. the Body Corporate for all sums they shall become legally liable to pay for which they grant indemnification to the Trustees as permitted or required by The Act, Regulations and Management Rules, which occurred on or after the retroactive date shown in the schedule in respect of any claim first being made against the Trustees and / or Body Corporate in writing during the period of insurance.

Provided that the company's limit of indemnity (including costs and expenses) shall not exceed the amount stated in the schedule for any one event and in any one (annual) period of insurance.

### Definitions

#### Claim

1. a written or verbal allegation of any Wrongful Act communicated to the Trustees and / or Body Corporate or
2. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against the Trustees and / or Body Corporate alleging any Wrongful Act or
3. a criminal proceeding commenced by summons or charge against the Trustees and / or Body Corporate alleging any Wrongful Act.

#### Costs and Expenses

Costs, charges and expenses incurred by the company or with their consent in the investigation, defence, monitoring or settlement of any claim.

#### Loss

The amount payable in respect of a claim made against the Trustee(s) and / or Body Corporate for a Wrongful Act and will include damages, judgments, settlements, orders for costs and Costs and Expenses.

#### Wrongful Act

Any error, misstatement, act or omission, neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by the Trustees or any matter claimed against the Trustees solely by reason of the Trustees serving on the Body Corporate as Office Bearers.

Where any such Wrongful Act results in more than one claim all such claims will jointly constitute one Loss and be deemed to have originated in the earliest policy year in which any of such Wrongful Acts is first reported to the company.

#### Specific Conditions

In addition to the general conditions

1. A Trustee must give written notice to the company of any Claim made against the Trustee within 21 days of receipt of the Claim.
2. The Trustee and the Body Corporate must give all reasonable assistance to and cooperate with the company in the defence of any Claim at the Trustee's and the Body Corporate's cost.
3. Neither the Trustee nor the Body Corporate should admit liability, settle any Claim, assume any obligation nor incur any Defence Costs without the company's prior written consent.

4. The company has the right to negotiate, defend or settle any Claim against the Trustee in the Trustee's name and will have full discretion in the conduct of any proceedings or in the settlement of any Claim.
5. If the company is liable under this section to provide indemnity for only part of a Loss because either:
  - a. a Claim includes matters both covered and not covered by this section; or
  - b. a Claim is made against a Trustee and other persons (including but not limited to the Body Corporate),
 then the Trustee and the company must use their best endeavours to agree a fair allocation of Loss (including in relation to Defence Costs) between Loss covered and loss not covered under this section having regard to:
  - i. the Trustee's relative legal exposure to liability in respect of matters covered and not covered by this section; and
  - ii. the Trustee's and the other person's relative legal exposure to liability in respect of the Claim.

Where the Trustee and the company are unable to agree upon a fair allocation of Loss, the company will be entitled to brief Senior Counsel (to be mutually agreed or, in default of agreement, to be selected by the then President of the local Bar Association or Council, or equivalent organisation in the relevant Territory) to provide an opinion binding on the Trustee and the company as to the fair allocation of Loss. The costs of obtaining this opinion will be paid by the company as part of the Defence Costs.

6. Any claim first made in writing against the insured as a result of a defined event reported in terms of General Condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company.
7. In the event of cancellation or non-renewal of the policy
  - a. any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.
  - b. the insured may report an event in terms of General Condition 6 to the company for up to 15 days after cancellation or non-renewal, provided that,
    - i. such event occurred during the period of insurance,
    - ii. any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48-month period specified in 7(a) above.
8. Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured, on the date that the event was reported by the insured in terms of General Condition 6, or if the insured was not aware of any event which could have given rise to a claim on the date that the first claim of the series was first made in writing against the insured.

### **Specific Exceptions**

The company will not indemnify the Trustees and / or Body Corporate in respect of,

1. any liability for the payment of VAT.
2. any remuneration for which the Body Corporate or trustee(s) is/are legally liable.
3. any indemnity claimed or claimable in terms of any other insurance or otherwise more specifically insured or excluded by any section of this policy.
4. loss or liability arising from circumstances which were known to the Trustees and / or Body Corporate or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a claim against the insured, prior to the inception of this policy.
5. claims for death, bodily injury, sickness, disease or damage to property.

6. loss or liability arising out of a publication or utterance of libel or slander or other defamatory or disparaging material.
7. any Trustee(s) gaining or having gained any personal profit or advantage to which they were not legally entitled or for which they may be held accountable to the Body Corporate or any individual member thereof.
8. any Trustee(s) committing any wrongful act(s) or omission knowing such action(s) to be criminal or illegal, fraudulent or dishonest or of malicious intent.
9. fines, penalties, punitive or exemplary, vindictive or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
10. monies or gratuity given to any Trustee(s) without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Management Rules of the Body Corporate or prescribed law.
11. a conflict of duty or interest of any Trustee(s).
12. any intentional exercise of the power of the Trustee(s) for the purpose other than the purpose for which such powers were conferred by the Management Rules of the Body Corporate.
13. any wrongful act made or in any way intimated before the inception date of the insurance.
14.
  - a. damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland.
  - b. costs and expenses of litigation recovered by any claimant from the Trustee(s) and / or Body Corporate which are not incurred in and recoverable in the area described in 14(a) above.
15. claim or circumstances of which the Body Corporate, or any Trustee against whom the Claim is made, was aware or ought reasonably to have been aware, prior to the period of insurance.
16. any profit or advantage gained by a Trustee where that Trustee was not legally entitled or for which the Trustee may be held accountable to the Body Corporate, Unit Owner or any other person or entity.
17. money or gratuity given to a Trustee without authorisation by the Body Corporate where such authorisation is necessary pursuant to the rules, by-laws or articles of the Body Corporate or as required by law.
18. any warranty or guarantee.
19. any trading or personal debt of a Trustee or the Body Corporate.
20. death, bodily injury, sickness or disease of any person, or damage to, or loss or of loss of use of, any tangible property.
21. breach of any obligation owed to any employee of a Trustee or the Body Corporate.
22. the effecting or maintenance of insurance, or any failure to effect or maintain insurance.
23. any intentional exercise of a power where the exercise of the power is for a purpose other than the purpose for which the power was conferred.

## Section 8

# Employers' Liability

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### Defined Events

Damages which the insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the insured, which occurred in the course of and in connection with such person's employment by the insured within the territorial limits and on or after the retro-active date shown in the schedule, and which results in a claim or claims first being made against the insured in writing during the period of insurance.

### Limit of Indemnity

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

### Territorial Limits

Anywhere in the world but not in connection with,

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

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

### Specific Exceptions

This section does not cover

1. liability assumed by the insured under any contract, undertaking or agreement where such liability would not have attached to the insured in the absence of such contract, undertaking or agreement.
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.
3. fines, penalties, punitive, exemplary or vindictive damages.
4.
  - a. damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland.
  - b. costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in (4) (i) above.
5. any claim arising from an event known to the insured
  - a. which is not reported to the company in terms of General Condition 6.
  - b. prior to inception of this section.
6. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within the 48-month period (or extended period in respect of minors) as specified in Specific Condition 2.

## Specific Conditions

1. Any claim first made in writing against the insured as a result of a defined event reported in terms of General Condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company.
2. In the event of cancellation or non-renewal of the policy
  - a. any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.
  - b. the insured may report an event in terms of General Condition 6 to the company for up to 15 days after cancellation or non-renewal, provided that,
    - i. such event occurred during the period of insurance,
    - ii. any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48-month period specified in 2(a)above.
3. Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured,
  - a. on the date that the event was reported by the insured in terms of General Condition 6, or
  - b. if the insured was not aware of any event which could have given rise to a claim on the date that the first claim of the series was first made in writing against the insured.

## Extensions

### Principals

Where a principal and the insured are liable for the same damages, and where any contract or agreement between a principal and the insured so requires, the company will, notwithstanding the aforementioned Specific Exception (1) above, indemnify the principal in like manner to the insured, but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from the negligence of the insured or the insured's employees,

provided that

1. in the event of a claim in terms of this extension, the insured shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in the company.
2. the principal shall, as though he were the insured, fulfil and be subject to the terms, exceptions and conditions (both general and specific)of this policy in so far as they can apply.
3. The liability of the company is not hereby increased.

### Legal Expenses Cover for Breach of Statute or Employment Practices

Subject to the exclusions and conditions below, the company will pay legal costs and disbursements for which any Trustee or employee of the Body Corporate may become liable to pay or incurs in defence or appeal in connection with proceedings that are first commenced against such person during the period of insurance and reported to the company during the period of insurance:

1. related to any alleged breach of any occupational health and safety legislation; or
2. arising out of a dispute with an employee, former employee or prospective employee of the Body Corporate concerning Employment Practices.

The maximum that the company will pay for this extension is R100,000 in any one annual period of insurance. For each and every claim made under this extension the insured must pay an Excess of R2,500.

### **Specific Conditions applicable to Legal Expense Cover for Breach of Statute or Employment Practices**

No legal costs and disbursements that may be covered by this extension must be incurred without first obtaining the company's prior written consent. If the company's prior written consent is not obtained, the Body Corporate's entitlement to cover under this extension may be forfeited.

The company shall not be obliged to pay any legal costs and disbursements under this extension unless it is satisfied that the Trustee or employee has good prospects of successfully defending or appealing the proceedings and that the legal costs and disbursements are both reasonable and necessary.

The company has the sole right to choose the legal representative to act on behalf of the Trustee or employee in the proceedings.

### **Specific Exclusions Applicable to Legal Expense Cover for Breach of Statute or Employment Practices**

In addition to the general exclusions of the policy and the specific exclusions applying to this section, the company will not pay any legal costs and disbursements incurred or payable in connection with any proceeding:

1. where the insured has not sought and obtained the company's prior written consent to the incurring of those legal costs and disbursements;
2. where the insured was aware or ought reasonably to have been aware of facts, matters or circumstances potentially giving rise to that proceeding prior to the period of insurance;
3. in which relief is sought by way of penalty, fine or aggravated, exemplary or punitive damages;
4. in which defamation, libel or slander is alleged (other than in relation to Employment Practices);
5. in which fraud or dishonesty is alleged;
6. in which a conflict of interest is alleged;
7. in which a failure to obtain insurance or appropriate insurance is alleged;
8. claiming compensation or an award of damages;
9. relating to any matter where insurance cover is available under another Section of this Policy, notwithstanding that such cover was not taken out.

### **Memorandum**

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

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

## Section 9

# Business All Risks

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### Defined

### Events

Loss of or damage to the whole or part of the property described in the schedule while in, on or about the premises insured caused by any accident or misfortune not otherwise excluded provided that the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.

### Specific Exceptions

The company shall not be liable for loss of or damage resulting from or caused by,

1. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded.
2. wear and tear, gradual deterioration, any process of cleaning, repair or restoring or as a result of light, atmospheric or climatic conditions unless following an accident or misfortune not otherwise excluded.
3. scratching, denting or chipping not affecting the operation of the item.
4. during the fitting, adjustment, repair or dismantling of any insured item.
5. Loss of or damage to property resulting from or caused by
  - a. inherent vice or defect, vermin, insects, damp, mildew or rust.
  - b. the dishonesty of any principal, partner, director, trustee or employee of the insured whether acting alone or in collusion with others.
  - c. theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit.
  - d. its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration.
  - e. detention, confiscation or requisition by customs or other officials or authorities.

### Specific conditions

### Average

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the sum insured thereon, the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.



# Section 10

## Money

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### Defined Events

Loss of or damage to money (as defined) at the situation, provided that the liability of the company for all loss or damage attributable to one source or original cause shall not exceed the limits as stated.

### Definitions:

**Money:** shall mean cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage and revenue stamps or other instruments of a negotiable nature, all the property of the insured and/or for which they are responsible as owners of the property, but not as tenants.

**Receptacle:** shall mean any safe, strong room, strong box, till, cash register, cash box or other receptacle for money.

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

### Situation

Whilst in or at the premises specified in the schedule, or in transit thereto or there from for the purpose of deposit or withdrawal.

### Extensions

#### Receptacles and Clothing

In addition to any payment in respect of a defined event, the company will indemnify the insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or

attempted theft of money, provided that the company's liability under this extension in respect of clothing shall not exceed R5,000, and in respect of receptacles, the amount stated in the schedule or R5,000 whichever is the greater.

#### Locks and Keys

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

provided that

1. the company's liability shall not exceed R10,000 in respect of any one event.
2. the company shall not be liable for the first R500 of each and every event.

#### Personal Accident Assault

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

The company will pay to the insured, on behalf of such person or his estate, the amount stated under Event Limits in the event of a bodily injury to such person resulting within 12 calendar months in,

## Event Limits

- |                                                                            |         |
|----------------------------------------------------------------------------|---------|
| 1. Death, or total and permanent disability                                | R10,000 |
| 2. Loss or loss of use of one or more limbs at or above the wrist or ankle | R10,000 |
| 3. Loss or loss of use of one or both eyes                                 | R10,000 |

## Limitations Clause

The liability of the company under this extension is limited to R 10,000 per event.

## Proviso

1. This extension shall not apply to any person under 15 or over 70 years of age.
2. After suffering bodily injury for which benefit maybe payable under this extension, such person shall submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction.
3. General Conditions 2 and 9 do not apply to this extension.
4. In respect of this extension only General Exception 1 is deleted and replaced by the following: "This extension does not cover death or bodily injury directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.

## Specific Exceptions

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

1. arising from shortage due to error or omission.
2. arising from dishonesty of any trustee, member of the body corporate or employee of the insured, not discovered within 14 working days of the occurrence thereof.
3. arising from the use of keys to any safe or strongroom unless the keys
  - a. are obtained by violence or threats of violence.
  - b. are used by the keyholder or some other person with the collusion of the keyholder and the insured can prove to the satisfaction of the company that the keyholder or such other person had used the keys to open the safe or strongroom.
4. in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strongroom is unattended but this exception will not apply if it can be shown to the satisfaction of the company that the keyholder to the safe or strongroom deliberately left it unlocked with the intention of allowing the money to be stolen.
5. not contained in a locked safe or strongroom whilst the portion of the premises containing such money is unattended but this exception will not apply if it can be shown to the satisfaction of the company that the person(s) responsible for the money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen.
6. 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.

## **Specific Warranty**

It is hereby warranted that the transport of money to and from the bank is made as follows;

1. up to R10,000, by one responsible person,
2. between R 10,001 and R 30,000, by two responsible persons,
3. over R30,000, by an approved professional security company.

It is further warranted that the transit of money between the insured's premises and the bank will be uninterrupted. This does not apply where money is transported by an approved professional security company.

## **Special conditions applicable to cheques**

### **First amount payable applicable to theft of cheques**

Any loss or series of losses attributable to one original event which is payable under this section and which results from the theft of any cheque or cheques shall be reduced by a first amount payable of 25 percent of the loss indemnifiable by this section unless:

1. Cheques drawn by the Insured
  - a. the cheque has been drawn and crossed exactly in accordance with the undermentioned "Recommended South African Insurance Association (SAIA) procedure for drawing and crossing of cheques" or any other superior method approved by the SAIA and the printed portion of the cheque (as opposed to the written or typed portion) has been printed by the bank itself or a printer licensed to print cheques by the Automatic Clearing Bureau, or
  - b. the cheque has been dispatched to the payee by certified post or any post where the security is equal or superior to certified post.
2. Cheques drawn by someone other than the Insured and which were received by the Insured by post or directly by the cashier
  - a. such cheque has been crossed and marked "not negotiable" and marked "not transferable" immediately on receipt thereof by the Insured, and
  - b. the Insured is able to identify the drawer and amount of the cheque from their records.
3. Cheques of which the Insured is the true owner which were drawn by someone other than the insured and posted to the Insured but not received
  - a. the cheque has been drawn and crossed exactly in accordance with the undermentioned "Recommended SAIA procedure for drawing and crossing of cheques" or any other superior method approved by the SAIA, or
  - b. the cheque was dispatched to the insured by certified post or any post where security is equal or superior to certified post, or
  - c. the invoice of the insured (to which the payment by cheque relates) contains a message (approved by the company or SAIA) recommending or requiring that the cheque be drawn in accordance with the undermentioned "Recommended SAIA procedure for drawing and crossing of cheques".

## **Recommended SAIA procedure for drawing and crossing of cheques and printing of blank cheques**

### **1. Drawing and crossing of cheques**

One of the safest methods of drawing and crossing a cheque which is acceptable to banks is as noted hereunder. This method is recommended by the SAIA

- a. Delete the pre-printed words "or bearer". This limits the possibility of the drawee bank paying out to a bearer who might not be entitled to payment.
- b. If instead of "or bearer" your cheque has pre-printed on it "or order" these words must also be deleted.

- c. Write on the face of the cheque the words “not transferable”.
- d. Cross the cheque by drawing two parallel lines across the cheque.
- e. Write the words “not negotiable” between the two parallel lines referred to in (d) above.
- f. Ensure that the payee is accurately, properly and fully described. For example where the payee is a company its full name should be used: RH Jones (Pty) Ltd not just RH Jones. Where the bank account number or CC number of the payee is known this should be included after the name of the payee, for example, “RH Jones (Pty) Ltd, Co No: 69/123456” or “RH Jones (Pty) Ltd ABC Bank account no: 123456789”.

Whilst highly recommended it is not compulsory to use the bank account number of the payee.

- g. In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures.
- h. An example of this method of drawing a cheque is attached as Annexure A.

Money section/6

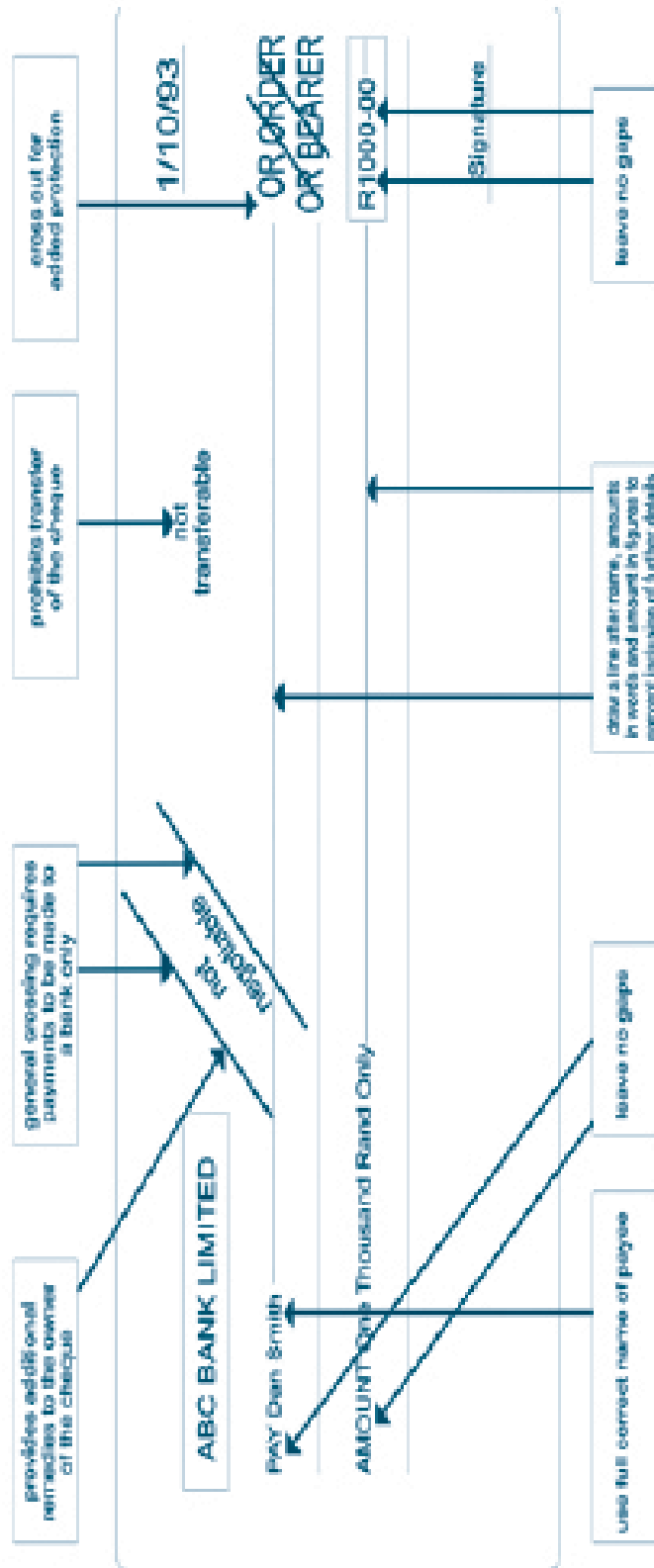
- i. On the front of the cheque the wording listed in Annexure B (last page of this section) should be printed. Please ensure that space is left on the rear of the cheque for bank stamps and endorsements.
- j. All the markings on a cheque should be legible and clearly visible. Persons drawing cheques should not use abbreviated or different versions of the terminology used in the example. The words “not neg” and a crossing using a rubber stamp containing a rectangle rather than two parallel lines are worthless.
- k. The method used to complete cheques should be one which makes an ink impression on the paper, like handwriting, a typewriter or a dot matrix printer. The ribbon used on the printer/typewriter should be of the type which impregnates the paper with ink. Do not use
  - i. old ribbons.
  - ii. laser printers which do not make an impression into the paper.
  - iii. the “reverse printing technique”.
  - iv. correctable type ribbons.

## **2. Printing of blank cheques**

Blank cheques should only be printed by the Bank itself or a printer licensed by the Automatic Clearing Bureau. These printers know the recommended requirements of banks and should only use approved

- a. security paper (CBS1 or superior).
- b. security designs.
- c. special security inks compatible with the security paper/design.
- d. methods which make it difficult for anyone to make a supply of blank cheques by photocopying the originals.

ANNEXURE A – SAIA RECOMMENDED CHEQUE



# Section 11

## Fidelity

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### Defined events

1. Loss of money and/or property belonging to the insured or for which they are responsible, stolen by an insured employee during the currency of this section.
2. Direct financial loss sustained by the insured as a result of fraud or dishonesty of an insured employee all of which occurs during the currency of this section which results in dishonest personal financial gain for the employee concerned provided that
  - 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.
  - c. 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.
3. renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of the company beyond the sum insured stated in the schedule. If the period of insurance is less than 12 months the company's liability is limited to the sum stated in the schedule during any twelve month period of insurance calculated from inception or renewal.
4. 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.

### Definition

#### Employee shall mean

1. any person while employed under a contract of service with or apprenticeship to the insured;
2. any person while hired or seconded from any other party into the service of the insured; 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
3. Any scheme executive, managing agent or contractor or other person acting on behalf of or under the direction of the managing agent or other agent of the Body Corporate who in the normal course of the Body Corporate's affairs have access to or control over the monies of the insured.

### Specific Exceptions

1. The company shall not be liable for,
  - a. loss resulting from or contributed to by
    - i. the fraud or dishonesty of any trustee or employee from the time the insured shall become aware that such trustee or employee has committed any fraud or dishonesty.
    - ii. any partner in or of the insured to the extent that such partner would benefit by indemnity granted under this policy.
    - iii. any principal, director or member of the insured unless such director or member is also an employee.
  - b. consequential losses of any kind following losses referred to under defined events

2. The company shall not be liable for any
  - a. loss unless the insured has previously exhausted their rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not;
  - b. loss connected with any further Event committed by the same person or persons after the initial discovery of loss;
  - c. loss arising out of an Event committed prior to the Period of insurance; or
  - d. consequential loss of any kind or nature.
3. This section does not cover any company or other legal entity acquired during the period of insurance.
4. The company will not be liable for any loss arising directly or indirectly from or having any connection with:
  - a. the conduct of any person if the insured has any prior knowledge of any prior act of fraud or dishonesty by that person;
  - b. loss or part of a loss where proof of its existence or amount depends on any comparison of inventory records with a physical count or a profit and loss computation, except that this exclusion will not apply to the extent that the insured is able to prove the amount of the loss through other evidence unrelated to comparison or computation; or
  - c. loss arising from a failure to make payment or of default under a loan or other credit transaction.

### **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 any employee.
  - b. 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 2 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.

#### **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

1. 2 percent of the aggregate of the sum insured under this section and the declared insurance of R60,000 whichever is the lesser, plus

2. a further amount of 10 percent of the nett amount payable after deduction of the amount specified in 1 above.

Both amounts shall be borne in full by the insured and remain uninsured.

### **Memoranda**

1. In the event of the discovery of any loss resulting from a defined event, the insured may, notwithstanding anything to the contrary contained in paragraph (ii) of General condition 6, refrain from reporting the matter to the police but shall do so immediately should the company require such action to be taken.
2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instruction shall not prejudice any claim under this section.
3. General exceptions 1 and 2 and General condition 9 do not apply to this section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.



# Section 12

## Machinery Breakdown

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### Defined Events

Sudden and unforeseen physical damage to the machinery of swimming pools, saunas, spa baths, jacuzzi's, automatic gates, garage doors, escalators and lifts, borehole pumps, air-conditioning plant, hoists, transformers and electrical switchgear, all used for domestic purposes only, installed at the premises,

1. whilst at work or at rest,
2. whilst being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position in the course of these operations themselves or subsequent re-erection,

provided that the company will not be responsible for the cost of any alteration or overhauls carried out on the occasion of a repair or reinstatement

### Basis of indemnification

#### 1. Partial loss

If the insured machinery suffers damage the basis of indemnification shall be the costs and expenses reasonably and necessarily incurred to restore the damaged machinery to its working condition immediately before the occurrence of the damage including the costs of gaining access dismantling re-erection as well as ordinary freight and customs dues provided that

- a. the value of parts which can be used in any way whatsoever will be deducted.
- b. the costs of any alteration addition improvement or overhaul carried out at the time of repair or replacement are not recoverable under this Policy.
- c. if without the consent of the Company temporary repairs are carried out by the Insured in the interests of safety or to minimise further loss or damage to the Insured Property the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the Insured Property any additional costs so incurred or consequences arising therefrom will be for the account of the Insured.
- d. where the damage is restricted to a part or parts of an insured item the Company shall not be liable for an amount greater than the value of such part or parts which are lost or damaged as allowed for within the Sum Insured.

#### 2. Total loss

In the event that the plant or machinery is totally destroyed the amount payable shall be the cost of removing the damaged machinery less the value of the remains plus

- a. the cost of replacing or reinstating on the same site machinery of equal size output or capacity but not superior to or more extensive than the insured item insofar as is practicable or;
- b.
  - i. the local market value of the machinery immediately before the loss being the value of similar machinery of equal age size output or capacity;
  - ii. where similar machinery is not available the amount payable shall be the installed new replacement value of the nearest higher equivalent machinery depreciated by 5% per annum;

whichever is the lower of (a) or (b) (but always with a minimum residual value of 25% of the new replacement value of (b) (i) or (ii) whichever is applicable reduced proportionally should the condition of average apply.

In all cases of Sums Insured reflecting anything other than New Replacement Value any reference to payment in settlement of a minimum % value of the installed New Replacement Value is deleted.

The insured item shall be regarded as totally destroyed if the repair costs (as defined under (i) Partial Loss) equal or exceed the values as defined in 2(b) (i) or (ii) (whichever is applicable) immediately before the loss. No depreciation will be applied to machinery under 3 years of age.

## Memoranda

### 1. Transit and temporary premises extension

The policy is extended to provide cover for Insured Property in transit to, from and at (including loading/unloading) any temporary premises for purposes of repair. As a consequence of this extension exclusion 2 will not apply with the proviso that this extension will only be applicable to any shortfall in indemnity provided elsewhere.

### 2. Market value

Market value shall be calculated on the basis that for each year of life (or part thereof) the present day new replacement value of an identical machine or plant is reduced proportionally over a period of 15 years subject always to a minimum residual indemnification of 25% should the condition of average not apply.

### 3. Limit of Indemnity

The company's liability to indemnify the insured under this section will not exceed the Limit of Liability applicable as stated in the schedule for any one loss or series of losses arising out of any one event.

## Specific Exceptions

The company shall not be liable for,

1. damage to the machinery by any cause otherwise insured in terms of the policy or subsequent dismantling or re-erection,
2. irrespective of the proximate cause of the damage the indemnity granted by this Policy shall not apply to nor include damage directly or indirectly caused by or arising out of
  - a. fire extinguishing of a fire explosion direct/indirect lightning strikes.
  - b. convulsions of nature such as subsidence landslide rockfall storm flood inundation hail snow earthquake or earth tremor (whether as a result of mining operations or not) or volcanic eruption.
  - c. theft collapse of buildings impact by animals or vehicles aircraft or other aerial or space devices or objects dropped therefrom sonic shockwaves.
  - d. water or water which escapes from water-containing apparatus leakage or discharge from any sprinkler or other extinguishing agent.
  - e. faults or defects in the Insured Property known to the Insured or his responsible employees at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company, or any consequences thereof.
3. repair or replacement necessitated by wear and tear or gradual deterioration, corrosion, erosion, deposit of scale, sludge or other sediment or any other direct consequence of progressive or continuous influence from working or atmospheric or chemical action, rust or scratching of painted or polished surfaces,
4. damage resulting from experiments, overloads or tests,
5. damage occurring during the currency of a manufacturer's guarantee unless a claim is first made against the guarantor.
6. gradually developing flaws, defects, defective insulation and cracks or partial fractures in any part which do not cause immediate stoppage and necessitate repair or replacement although at some future time repair or renewal of the parts affected may be necessary;
7. renewal or repair of fuses collecting brushes overload protection devices or electrical contacts at which sparking or arcing occurs in ordinary working;
8. tightening up or refitting or renewal of keys;

9. erosion or corrosion of valves and seatings;
10. the renewal of transformer or switch oil, unless caused by a Breakdown;
11. explosion (which does not include the bursting nor disruption of turbine compressor engine or hydraulic cylinders flywheels or other parts subject to centrifugal force transformers or oil immersed switchgear);
12. damage to or replacement of foundations, brickwork and masonry and/or steel structures forming part of any conveyor system;
13. damage to or replacement of electric heating elements, fuses, glass bulbs, tubes, valves, electronic components or circuitry;
14. damage to or replacement of cutting tools, drills, saw blades, abrasive wheels or discs, dies, moulds, flexible piping, flexible drives or expendable parts;
15. loss or damage caused by operation of a Machine when in a materially defective condition and/or loss or damage and/or liability caused by the insured's wilful act or the insured's wilful neglect;
16. consequential loss of any kind whatsoever.

### **Specific Conditions**

1. The insured shall take reasonable precautions to ensure that the machinery is maintained in good working order and neither habitually nor intentionally overloaded and that Government and other regulations relating to the operation of the machinery are observed.
2. The insured must enter into and maintain a comprehensive maintenance agreement for the servicing and repair of Machines operating lifts within the insured's building.

# Section 13

## Glass

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### Defined Events

Loss of or accidental damage to internal and external glass (including mirrors), signwriting and treatment thereon at the insured premises as stated in the schedule, the property of the insured or for which they are responsible.

Following loss of or damage to glass the company will also indemnify the insured for,

1. the cost of such boarding up as may be reasonably necessary,
2. damage to frames, burglar alarm strips, wires or vibrators as a direct result of such loss or damage,
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass,
4. the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of burglar alarm system, unless payable under any other insurance arranged by the insured or a tenant, provided that the liability of the company shall not exceed
  - a. for the replacement of glass, signwriting and treatment – the amount stated in the schedule per premises in respect of any one event,
  - b. for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause – in the aggregate the sum of R2,000.

### Specific condition

#### Average

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

#### Definition of glass

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate/float glass not exceeding 6 mm in thickness, whether coated with a film or not, or 6,5 mm laminated safety glass.

#### Specific Exception

The company will not be liable for

1. loss or damage, which is insured by, or would, but for the existence of this extension, be insured by any glass insurance if it is a condition of the Lease Agreement that the tenant will be responsible for accidental damage to glass
2. glass forming part of stock in trade.
3. glass which, at the inception of this insurance, is cracked or broken.
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.





## **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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### **Bryte Insurance Company Limited**

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