# **BUSINESS INTERRUPTION SECTION**

### **DEFINED EVENTS**

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

- 1. the Fire section of this policy;
- 2. the Buildings Combined section of this policy;
- 3. the Office Contents section of this policy;
- 4. any other material damage insurance covering the interest of the Insured;

but only if such payment or admission of liability is in respect of loss or damage to the insured property by one of the insured perils as listed hereunder (loss by such perils shall hereinafter be termed citioninor change "Damage") and as defined in the Fire, Buildings Combined or Office Contents sections of this policy:

- Fire:
- Lightning or thunderbolt;
- Explosion;
- Earthquake;
- Weather and water:
- Impact;
- Leakage from any sprinkler, drencher system or fire extinguishing installation/appliance;
- Subsidence and landslip;
- Malicious damage;
- Riot and strike (other than RSA and Namibia);
- Power surge;
- Leakage of oils and chemicals.

Liability shall be deemed to have been admitted if such payment is precluded solely because the Insured is required to bear the first portion of the loss in the form of a First Amount Payable.

The Company will indemnify the Insured as set out in the wording below and based on the information contained in the schedule.

## DEFINITIONS

Annual gross rentals: Shall mean the Gross Rentals during the 12 months immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

Annual revenue/fees: Shall mean the Revenue/fees during the 12 months immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

**Annual turnover:** Shall mean the Turnover during the 12 months immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

**Gross rentals:** Shall mean the money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered.

**Gross profit (additions basis)**: Shall mean the sum produced by adding to the Net Profit the amount of the Insured Standing Charges or, if there is no Net Profit, the amount of the Insured Standing Charges less such proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the standing charges of the business.

#### Gross profit (difference basis): Shall mean the amount by which

- 1. the sum of the Turnover and the amount of the closing stock shall exceed
- 2. the sum of the amount of the opening stock and the amount of the Uninsured Costs.

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

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

**Insured standing charges:** Shall mean the charges of the items as specified in the schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).

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

**Rate of gross profit**: Shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

**Rate of standing charges**: Shall mean the percentage that the Insured Standing Charges bears to the Turnover during the financial year immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

**Revenue/fees:** Shall mean the money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.

**Standard gross rentals**: Shall mean the Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period but adjusted further as set out in memorandum 1 below.

**Standard revenue/fees**: Shall mean the Revenue/fees during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period but adjusted further as set out in memorandum 1 below.

**Standard turnover**: Shall mean the Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period but adjusted further as set out in memorandum 1 below.

**Standing charges only basis**: Shall mean the amount of those Insured Standing Charges that are incurred and remain payable but, if there is no Net Profit, the amount of the Insured Standing Charges less such proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the standing charges of the business.

**Turnover:** Shall mean the money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.

**Uninsured costs**: Shall mean the costs of the items as specified in the schedule (the words and expressions used shall have the meaning usually attached to them in the books of account of the Insured).

### **MEMORANDA**

- 1. Annual Gross Rentals, Annual Revenue, Annual Turnover, Rate of Gross Profit, Rate of Standing Charges, Standard Gross Rentals, Standard Revenue and Standard Turnover as defined shall be adjusted as necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.
- 2. If the Damage occurs before the completion of the first year's trading of the business at the premises, the value of Annual Gross Rentals, Annual Revenue, Annual Turnover, Rate of Gross Profit, Rate of Standing Charges, Standard Gross Rentals, Standard Revenue and Standard Turnover shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of Damage.
- 3. If, during the Indemnity Period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover, Revenue or Gross Rentals, during the indemnity period.
- 4. Applicable only to "Gross Profit additions basis" and/or "Standing Charges only basis": If any standing charges of the business are not insured under this section, then in computing the amount of increase in cost of working recoverable under either of these basis, that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the standing charges. But if there is no Net Profit, that proportion only of the additional expenditure shall be brought into account which the Insured Standing Charges less any net trading loss bears to all the standing charges of the business less any net trading loss.

## **SPECIFIC CONDITIONS**

- The insurance under this section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
- 2. On the happening of any Damage in consequence of which a claim may be made under this section, the Insured shall, in addition to complying with General conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 days after the expiry of the Indemnity Period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this section shall be payable unless the terms of this specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

### SPECIFIC EXCLUSIONS

In consideration of a facility existing under:

- the Fire, Buildings Combined and Office Contents sections in respect of Damage from power surge;
- 2. the Electronic Equipment section (in respect of Damage from theft on a first loss basis) as referred to in the Electronic equipment extension hereunder;
- 3. the Glass section as referred to in the Glass extension hereunder:
- 4. the Goods in Transit section as referred to in the Goods in transit extension hereunder
- 5. the Money section as referred to in the Money extension hereunder;
- 6. the Theft section as referred to in the Theft extension hereunder

for the Insured to elect to insure the insured property for an insured amount less than the full value thereof, the Company shall not be liable under this section for any extended interruption period purely because the Insured does not have the financial means or access to acquire the required funds to replace or repair the Damaged property that is not fully insured.

## GROSS PROFIT - difference basis (if stated as included in the schedule)

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

- 1. reduction in Turnover; and
- 2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

- in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover;
- in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the insured amount in respect of Gross Profit is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover where the maximum Indemnity Period is 12 months or less, or the appropriate multiple of the Annual Turnover where the maximum Indemnity Period exceeds 12 months.

## GROSS PROFIT - additions basis (if stated as included in the schedule)

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

- reduction in Turnover; and
- 2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

 in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover; 2. in respect of increase in cost of working, the additional expenditure (subject to the provisions of memorandum 4) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the insured amount in respect of Gross Profit is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover where the maximum Indemnity Period is 12 months or less, or the appropriate multiple of the Annual Turnover where the maximum Indemnity Period exceeds 12 months.

## GROSS RENTALS (if stated as included in the schedule)

The insurance under this item is limited to:

- 1. loss of Gross Rentals; and
- 2. increase in cost of working;

and the amount payable as indemnity hereunder shall be

- 1. in respect of loss of Gross Rentals, the amount by which the Gross Rentals during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Rentals:
- 2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the loss of Gross Rentals thereby avoided;

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

## REVENUE/FEES (if stated as included in the schedule)

The insurance under this item is limited to:

- 1. loss of Revenue/fees; and
- 2. increase in cost of working;

and the amount payable as indemnity hereunder shall be

- 1. (in respect of loss of Revenue/fees, the amount by which the Revenue/fees during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Revenue/fees;
- 2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue/fees which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of loss of Revenue/fees thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Revenue/fees as may cease or be reduced in consequence of the Damage. provided that the amount payable shall be proportionately reduced if the insured amount in respect of Revenue/fees is less than the Annual Revenue/fees where the maximum Indemnity Period is 12 months or less, or the appropriate multiple of the Annual Revenue/fees where the maximum Indemnity

# STANDING CHARGES ONLY BASIS (if stated as included in the schedule)

The insurance under this item is limited to the loss incurred by the Insured in respect of the payment of Insured Standing Charges due to:

- reduction in Turnover; and
- 2. increase in cost of working;

and the amount payable as indemnity hereunder shall be

- in respect of reduction in Turnover, the sum produced by applying the Rate of Standing Charges to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover;
- 2. in respect of increase in cost of working, the additional expenditure (subject to the provisions of memorandum 4) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Standing Charges to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the insured amount in respect of the Insured Standing Charges is less than the sum produced by applying the Rate of Standing Charges to the Annual Turnover where the maximum Indemnity Period is 12 months or less, or the appropriate multiple of the Annual Turnover where the maximum Indemnity Period exceeds 12 months.

# ADDITIONAL INCREASE IN COST OF WORKING (if stated as

included in the schedule)

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

## WAGES (if stated as included in the schedule)

The insurance under this item is limited to the loss incurred by the Insured by the payment of wages for a period beginning with the occurrence of the Damage and ending not later thereafter than the specified number of weeks in the schedule next to the term "Wages indemnity period (weeks)".

The amount payable as indemnity under this item will be the actual amount which the Insured shall pay as wages for such period to employees whose services cannot, in consequence of the Damage, be utilised by the Insured at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the Damage, be utilised by the Insured to the full, provided that if the insured amount by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the Damage had the Damage not occurred, the amount payable will be proportionately reduced.

## FINES AND PENALTIES (if stated as included in the schedule)

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

## **CLAUSES AND EXTENSIONS**

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

#### **Accidental damage** (if stated as included in the schedule)

The following defined event is added:

"Loss following interruption or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under defined event 1 of the Accidental Damage section of this policy (also to be termed Damage) provided that:

- 1. the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this defined event;
- 2. the Company shall not pay more than the insured amount stated in the schedule of the Accidental Damage section for both this section and the Accidental Damage section combined."

#### **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.

#### Accumulated stocks clause

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

## Departmental clause

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items Gross Profit, Gross Rentals, Revenue/Fees or Standing Charges only basis relating to reduction in Turnover/ Gross Rentals/ Revenue and increase in cost of working, shall apply separately to each department or branch affected by the Damage, except that if the insured amount by the relative item is less than the aggregate of the Annual Gross Rentals, Annual Revenue, sums produced by applying the Rate of Gross Profit / Rate of Standing Charges for each department or branch, whether or not affected by the Damage, to the relative Annual Turnover thereof (proportionately increased if the number of months referred to in the definition of Indemnity Period exceeds 12), the amount payable shall be proportionately reduced.

**Deposit premium clause** (only applicable if the words "Deposit premium (%)" and a percentage amount are reflected in the schedule under the items mentioned below)

In consideration of the premium by the items Gross Profit, Gross Rentals, Revenue/Fees or Standing Charges only basis being provisional in that it is calculated on the percentage (as stated in the schedule) of the insured amount, the premium is subject to adjustment on expiry of each period of insurance (or

after twelve consecutive months from the inception date or anniversary date if this policy is paid by monthly debit order) as follows:

In the event of the Gross Profit/ Gross Rentals/ Revenue/Fees earned or Standing Charges incurred (increased proportionately if the number of months referred to in the definition of Indemnity Period exceeds 12) during the financial year most nearly concurrent with any period of insurance(or the equivalent twelve consecutive months from the inception date or anniversary date if this policy is paid monthly by debit order) being less or greater than the percentage (as stated in the schedule) of the insured amount thereon, a pro rata return or additional premium not exceeding 33½ per cent of the provisional premium paid for such period of insurance will be made in respect of the difference.

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

#### **Electronic equipment** (if stated as included in the schedule)

In respect of this extension only the defined events of this section are restated to read:

"Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance in respect of which payment has been made or liability admitted under the Electronic Equipment section of this policy (such damage under the Electronic Equipment section shall also in this section be termed "Damage") and liability shall be deemed to have been admitted under the Electronic Equipment section if such payment is precluded solely because the Insured is required to bear the first portion of the loss in the form of a First Amount Payable."

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

#### **Glass** (if stated as included in the schedule)

In respect of this extension only the defined events of this section are restated to read:

"Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance in respect of which payment has been made or liability admitted under the Glass section of this policy (such damage under the Glass section shall also in this section be termed "Damage") and liability shall be deemed to have been admitted under the Glass section if such payment is precluded solely because the Insured is required to bear the first portion of the loss in the form of a First Amount Payable."

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

#### Goods in transit (if stated as included in the schedule)

In respect of this extension only the defined events of this section are restated to read:

"Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance in respect of which payment has been made or liability admitted under the Goods in Transit section of this policy (such damage under the Goods in Transit section shall also in this section be termed "Damage") and liability shall be deemed to have been admitted under the Goods in Transit section if such payment is precluded solely because the Insured is required to bear the first portion of the loss in the form of a First Amount Payable."

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

#### **Money** (if stated as included in the schedule)

In respect of this extension only the defined events of this section are restated to read:

"Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance in respect of which payment has been made or liability admitted under the Money section of this policy (such damage under the Money section shall also in this section be

termed "Damage") and liability shall be deemed to have been admitted under the Money section if such payment is precluded solely because the Insured is required to bear the first portion of the loss in the form of a First Amount Payable."

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

#### **Output (alternative basis) clause**

At the option of the Insured, the term "output" may be substituted for the term "Turnover" and, for the purposes of this section, output shall mean the sale or transfer value, as shown in the Insured's books, of goods manufactured or processed by the Insured at the premises, provided that:

- 1. only the meaning of output or the meaning of Turnover shall be operative in connection with any one event resulting in interruption;
- 2. if the meaning of output be used
  - 2.1 then the accumulated stocks clause shall be inoperative;
  - 2.2 then memorandum 3 directly after the definitions shall read:

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

#### Salvage sale clause

If the Insured shall hold a salvage sale during the Indemnity Period the second point 1 of the Gross Profit item shall, for the purposes of such claim, read as follows:

 in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which sum shall be deducted the Gross Profit actually earned from the salvage sale.

#### Theft (if stated as included in the schedule)

In respect of this extension only the defined events of this section are restated to read:

"Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance in respect of which payment has been made or liability admitted under the Theft section of this policy (such damage under the Theft section shall also in this section be termed "Damage") and liability shall be deemed to have been admitted under the Theft section if such payment is precluded solely because the Insured is required to bear the first portion of the loss in the form of a First Amount Payable."

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

## Extensions to other premises

Loss as insured by this section resulting from interruption of or interference with the business in consequence of Damage (as within defined) at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the premises, provided that Extensions to other premises do not apply to the Electronic equipment extension, Glass extension, Money extension or Theft extension.

#### Additional premises

In the event of the Insured occupying or having property at any newly added premises within the Republic of South Africa or Namibia for the purpose of the business during the currency of this section,

such newly added premises shall be deemed to be included in those specified here subject to notification to the Company as soon as reasonably practicable and to adjustment of the premium, if necessary.

#### Contract sites

Any situation within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique not in the occupation of the Insured where the Insured is carrying out a contract.

Prevention of access (if stated as included in the schedule)

Property within the radius stated in the schedule of the Insured's premises (provided such property is still within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique), destruction of or Damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not.

Prevention of access – extended cover (if stated as included in the schedule)

Property within the radius stated in the schedule of the premises (provided such property is still within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique), destruction of or Damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not.

For the purpose of this extension "**premises**" shall mean:

- 1. The premises of those specified suppliers/sub-contractors in the "Specified suppliers/sub-contractors" extension, but only if such extension is stated as included in the schedule;
- 2. The premises of unspecified suppliers, but only if the "Unspecified suppliers" extension is stated as included in the schedule;
- 3. Property of the Insured in storage as insured by the "Storage, transit and vehicles" extension;
- 4. Contract sites as insured by the "Contract sites" extension;
- 5. The premises of those specified customers in the "Specified customers" extension, but only if such extension is stated as included in the schedule;
- 6. The premises of unspecified customers, but only if the "Unspecified customers" extension is stated as included in the schedule;
- 7. Public Utilities premises but only if the "Public utilities insured perils" or "Public Utilities extended cover" extensions are stated as included in the schedule;
- 8. Public telecommunications premises but only if the "Public telecommunications insured perils" or "Public telecommunications extended cover" extensions are stated as included in the schedule.
- Public telecommunications insured perils (if stated as included in the schedule)
  - 1. Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured;
  - 2. The transmission facilities network of the public authority mentioned in 1 above.

provided the property described above is within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique.

• Public utilities – insured perils (if stated as included in the schedule)

Property at electricity generating stations, sub-stations or transmission networks, gasworks including the related gas distribution network, water purification plants, pumping stations, aqueducts and pipelines (provided such property it is still within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique) of an authority

empowered by law to supply water, gas or electricity for consumption by the public and which results in an interruption of water, gas or electricity to the premises of the Insured.

#### Specified customers (if stated as included in the schedule)

The premises of the customers specified in the schedule subject to the dependency factor(s) and insured amount(s) stated in the schedule per customer.

#### • **Specified suppliers** (if stated as included in the schedule)

The premises of the suppliers and sub-contractors specified in the schedule subject to the dependency factor(s) and insured amount(s) stated in the schedule per supplier/sub-contractor.

#### Storage, transit and vehicles

Property of the Insured whilst stored or whilst in transit by air, road, rail or inland waterway or being motor vehicles of the Insured elsewhere than at the premises in the occupation of the Insured provided such property it is still within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique.

#### • **Unspecified customers** (if stated as included in the schedule)

The premises of any of the Insured's direct customers not specified under the specified customers extension provided such premises is within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique and subject to the dependency factor and insured amount stated in the schedule which shall be the maximum per customer.

#### Unspecified suppliers (if stated as included in the schedule)

The premises of any of the Insured's direct suppliers, manufacturers or processors of components, goods or materials not specified under the specified suppliers/sub-contractors extension provided such premises is within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique and subject to the dependency factor and insured amount stated in the schedule which shall be the maximum per supplier. For the purposes of this extension, the premises of any public supply undertaking from which the Insured obtains electricity, gas or water shall not be considered a supplier and shall not be included in the cover provided.

# Public telecommunications – extended cover (if stated as included in the schedule)

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunication facilities to the premises of the Insured shall be deemed to have resulted from Damage (as defined herein) provided this extension does not cover loss resulting from Damage directly or indirectly caused by:

- 1. drought:
- 2. a fault on any part of the installation at the premises belonging to the Insured;
- 3. a decision by any authority to legally withhold the telecommunication facility from the Insured Unless such decision is directly attributable to Damage to property of such authority;
- 4. any event described in the General exclusions of the General section but cover as provided for under the Malicious Damage peril of this policy is not excluded;
- 5. any event to Public telecommunication facilities situated outside of the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique.

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

#### Public utilities – extended cover (if stated as included in the schedule)

Loss as insured resulting from interruption of or interference with the business in consequence of total or partial failure of the public supply of water, gas or electricity to the premises of the Insured shall be deemed to have resulted from Damage (as defined herein) provided that this extension does not cover loss resulting from Damage directly or indirectly caused by:

- 1. drought;
- 2. pollution of water;
- 3. shortage of fuel or water;
- 4. a fault on any part of the installation at the premises belonging to the Insured;
- the exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to Damage to property of such authority;
- 6. any event described in the General exclusions of the General section but cover provided by the Malicious Damage peril of this policy is not excluded;
- 7. any event to Public Utilities situated outside of the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique.

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