

CONTRACTORS ALL RISK WORDING COMPARISON DOCUMENT

IMPORTANT

Please read this comparison document in conjunction with the Wording and not in isolation.



Items indicated in **red** - are material differences
 Items indicated in **green** - are for clarification
 Items indicated in **blue** - are new additions

PART 1

POLICY REFERENCE	COMMENT
The CIB Service Commitment	<p>CIB (Pty) Ltd is underwritten by Guardrisk Insurance Company Limited. CIB undertakes professional conduct in underwriting Your insured risk and to provide exceptional claims service.</p> <p>Alternatively, You can also refer to the CIB COMPLAINTS AND COMPLIANCE INFORMATION Section of this Policy for guidance in respect of Your rights.</p> <p>Terms that appear in bold face type have special meanings. Please refer to the definitions for more information.</p> <p>Please note that wherever applicable words stated in the singular are inclusive of plural and vice versa.</p>
Treating Customers Fairly	<p>Understanding YOUR world, We offer insurance done properly, in a personalised way.</p>
Sharing and Protection of Personal Information	<p>PROTECTION OF PERSONAL INFORMATION Your personal information will only be processed in accordance with the legislation and principals contained in the Protection of Personal Information Act (POPIA). It is recorded that information relating to the parties to this Policy or to persons whose interests are protected by this Policy may be processed:</p> <ol style="list-style-type: none"> 1. for the conclusion or performance of this Policy, or 2. to protect those interests, or 3. to comply with legal obligations, or 4. for pursuing Our legitimate interests or 5. in the interests of any third party to whom the information is supplied. <p>We will take all reasonable measures to ensure that Your personal information is safeguarded, stored and protected in accordance with POPIA and We will not misuse Your personal information for the purpose of any marketing campaigns or product offerings.</p> <p>For further information please refer to Our Privacy Notice which is available on Our website www.cib.co.za.</p> <p>SHARING OF INFORMATION / By entering into this Policy, You appreciate, acknowledge and understand that We may obtain, reveal or share information (which may be inclusive of personal information) in order to investigate or assess any claim made under this Policy and for the purpose of preventing fraud and to underwrite Your Policy.</p> <p>You warrant that:</p> <ol style="list-style-type: none"> 1. policies and assess risks fairly and industry bodies to underwrite policies and assess risks fairly, to investigate and assess claims and to reduce the incidence of..... 2. You acknowledge that the information provided by You may be stored in a shared database and used as set out above as well as for any decision pertaining to the continuance of Your Policy or the meeting of any claim... 3. You acknowledge that the information may be verified against legally recognised sources or databases.... <p>YOUR RIGHTS You are entitled to object to the use of Your personal information. However, such objection may result in Us being unable to facilitate insurance cover or to assess a claim in terms of the Policy.</p> <p>You have the right to:</p> <ol style="list-style-type: none"> 1. access Your information in accordance with the Promotion of Access to Information Act (2 of 2000) as substituted from time to time, 2. object to the processing of Your personal information, 3. lodge a complaint to the Information Regulator.
Core Information and Responsibilities of the Policyholder	<p>It is important to understand that all parts of this Policy must be read in conjunction with the Schedule as well as any Annexures / Addendum as applicable.</p> <p>It is also important for You to understand the terminology that forms part of this Policy and to recognise the various limitations, Terms and Conditions.</p> <p>The Terms and Conditions are the rules that You have to adhere to in order for the Policy to respond to a valid claim. These rules can be found in the Policy, Schedule, Annexure, Addendum and endorsements as well as any renewal correspondence containing notice of change to cover or requirements.</p> <p>We have, as far as possible, endeavoured to present the Policy in plain language to not only offer You peace of mind, but to also ensure that You are and remain informed about Our various legal and operational procedures.</p>
Observe All Terms and Conditions	Deleted dealt with under Core Information and Responsibilities of Policyholder

POLICY REFERENCE	COMMENT
Provide us with Accurate and Material Information	<p>ACCURATE INFORMATION</p> <p>Although every effort is made to ensure the accuracy of all the covers pertaining to Your specific needs, You must verify that the Schedule accurately reflects:</p> <ol style="list-style-type: none"> 1. the cover which You requested, 2. Your current contact as well as address information, 3. the correct nature of Your Business activities (inclusive of all subsidiary affiliations), 4. the Insured Property as well as the insured values thereof. <p>You must contact Us immediately should there be any amendments that You wish to make to the cover or to inform Us of any change in Your contact or address information, the nature of Your Business activities or the Insured Property.</p> <p>This could affect the Terms and Conditions of the cover provided to You.</p> <p>Your obligation to supply Us with accurate information is inclusive of information regarding Your financial situation,</p>
	<p>MATERIAL FACTS</p> <p>You are required to disclose to Us all Material Facts at the commencement of the insurance cover under this Policy and at any renewal or variation of such insurance cover.</p> <p>The Material Facts are inclusive of but not limited to:</p> <ol style="list-style-type: none"> 1. having knowledge of an event / circumstances which may give rise to a claim under this Policy, 2. non-compliance with any laws, 3. financial soundness for example: debt review, insolvency, defaults, sequestration and / or judgments, 4. criminal offences, 5. manner of building construction for example: tiled roof vs. thatched, 6. any Vacant / abandoned or Unoccupied buildings, 7. location of insured premises, 8. previous claims history, 9. security measures implemented, 10. building is let or sublet, 11. mergers and/or acquisitions, 12. any alterations, additions or improvements that are made to the building. <p>For example, if Your building has a corrugated iron roof, We charge a specific premium for that. If You later have the roof thatched without telling Us, We would be receiving the incorrect premium because thatch can burn easier and is a greater risk. In such an event, We may avoid the Policy, a Section of the Policy or an item insured in terms of the Policy or reject Your claim under the Policy.</p> <p>You are also required to disclose to Us any new Material Facts or changes in the Material Facts after the commencement of the insurance cover under this Policy and throughout the period in which such insurance cover is in force as this may affect whether You are entitled to insurance cover under this Policy, the premium to be charged for such insurance cover and other Terms and Conditions on which such insurance cover is provided to You.</p> <p>You must inform Us immediately of any change in the risk covered by this Policy. Should there have been any material change in the risk, then We may amend the cover and premium from the date of the change or cancel the cover.</p> <p>Please note that:</p> <ol style="list-style-type: none"> 1. any proposal and declaration made by You or on Your behalf is part of the information and Material Facts which We rely upon in Our decision to accept the risk under this Policy, the Terms and Conditions which will apply and the premium to be charged. 2. If You fail to comply with Your above stated obligations in relation to accurate information and / or Material Facts, We may be entitled to void the entire Policy, a Section of the Policy or an item insured in terms of the Policy or reject any claim under this Policy.
Accurate Information	Deleted dealt with under Provide us with Accurate and Material Information
Material Facts	Deleted dealt with under Provide us with Accurate and Material Information
Avoid Fraudulent, Willful, Deliberate or Reckless Acts	Deleted dealt with under General Condition headed Fraudulent, Willful, Deliberate or Reckless Acts
Take Responsibility to Prevent or Minimise Loss, Damage, Injury or Liability	<p>Restated: Duty to take reasonable steps and precautions</p> <p>You must take all reasonable steps and precautions to ensure that the risk of any event which may result in any claim, claim or losses indemnifiable under this Policy are prevented or minimised as far as possible.</p> <p>You must take all reasonable steps and precautions to mitigate the extent of any loss suffered.....</p> <p>If You fail to comply with Your above stated obligations to take all reasonable steps and precautions, We may be entitled to reject any claim under this Policy.</p>
Non-Co-Operation Following a Claim	Deleted dealt with under General Condition headed Claims
Payment of Premium	Deleted dealt with under General Condition headed Payment of Premium
Tell us If You Wish to Cancel the Policy	Deleted dealt with under General Condition headed Cancellation
Responsibilities of People at the Insured Premises	Deleted dealt with under General Condition headed Responsibilities of Others
Amendments to Your Policy	Renamed: Variations to Your policy
CIB Complaints and Compliance Information	Simplified
PART 2 - GENERAL CONDITIONS, EXCLUSIONS AND PROVISIONS	
General Operative clause	<p>New operative clause replacing Premium Payment, Acceptance and Settlement of Claims Clause:</p> <p>Restated:</p> <p>Subject to You having paid the premium and You complying with all the Terms and Conditions of this Policy, We will provide You with the cover subject to the Terms and Conditions as set out in this Policy and each of the Sections of this Policy up to the Sums Insured, Limits of Indemnity or Compensation as the case may be and as is specified for each such Section as stated in the Schedule (provided that cover has been elected or provided for under a specific Section).</p>
Terminology / Definitions	<p>The following words are inserted:</p> <p>Unless stated otherwise in any Section, for the purpose of this Policy and wherever these appear, the below mentioned definitions bear reference and apply.</p>
Addendum	New definition added
Business	New definition added

POLICY REFERENCE	COMMENT
Contract	New definition added
Contract Works	New definition added
Costs and Expenses	New definition added
Material Fact	New definition added
Maximum Contract Value	New definition added
Period of Insurance	New definition added
Run off Cover	New definition added
Run on Cover	New definition added
Schedule	New definition added
Section	New definition added
Terms and Conditions	New definition added
the Policy / this Policy	New definition added
Temporary Works	New definition added
Turnover	New definition added
Variation	New definition added
Premium Payment, Acceptance and Settlement of Claims	Deleted dealt with under General Operative Clause
Co Insurance	Terminology clarified - no material change
Terms and Conditions	Terminology clarified - no material change
GENERAL CONDITIONS	
Misrepresentation, Misdescription and Non Disclosure	<p>This was under General Condition 6. Ordering has moved to General Condition 1. Clause restated</p> <p>Any misrepresentation, misdescription or non-disclosure of any Material Facts as at the date on which the insurance cover under this Policy commences, is renewed or varied will entitle Us to void the insurance cover under this Policy for:</p> <ol style="list-style-type: none"> 1.1. the particular item; or 1.2. the Sub- Section; or 1.3. the Section; or 1.4. this entire Policy <p>For the duration of the Policy, You continue to have an ongoing obligation to disclose to Us any new or change in any Material Facts.</p>
Duty To Take Reasonable Steps and Precautions	<p>This clause replaces Statutory Regulations and Maintenance under Part 1 and is now dealt with under the General Conditions.</p> <p>You must at all times and at Your own expense, take all reasonable steps and precautions in:</p> <ol style="list-style-type: none"> 2.1. maintaining the Insured Property in good condition and repair, 2.2. safeguarding the Insured Property and ensuring that every item is afforded a level of care and protection commensurate with its value, 2.3. preventing or minimising the risk of any claim under this Policy, inclusive of but not limit to, compliance with and adherence to any laws or regulations which are material to the risk, and 2.4. minimising or mitigating the extent of any claim under this Policy, after an event occurs which may result in such a claim, and 2.5. if any defects or conditions of working which render the risk more than usually hazardous should be discovered You will immediately notify Us, and <ol style="list-style-type: none"> 2.5.1. take steps to remedy said defects or conditions, and 2.5.2. will in the meantime cause such additional precautions to be taken as circumstances require. <p>The expenses incurred by You in compliance with Your duty as set out above will not be recoverable under this Policy unless they are specifically stated to be so included.</p> <p>For this Condition, the term You is inclusive of any person representing You or acting on Your behalf or with Your authority.</p> <p>If We allege that You have failed to comply with Your duty as set out above, the onus of proving the contrary will rest upon You and We are entitled to reject Your claim.</p>
Claims Procedure	<p>Restated as Notice - Simplified - Former procedure deleted and replaced:</p> <p>3.1. Notice</p> <p>When an event happens which may result in a claim under this Policy, then You must do the following at Your own expense or You will forfeit Your right to so claim:</p> <ol style="list-style-type: none"> 3.1.1. You must notify Us as soon as reasonably possible after the event but not later than 30 days after the occurrence thereof and provide Us with: <ol style="list-style-type: none"> 3.1.1.1. full written details of the event as well as all supporting documentation / evidence pertaining to the potential claim under this Policy, and 3.1.1.2. details of any other insurance policy which may also provide insurance cover for the event. 3.1.2. You must supply Us with such proofs, information, proof of ownership, value of items concerned and / or sworn statements not later than 14 days after We have requested it. 3.1.3. You must report to the police: <ol style="list-style-type: none"> 7.1.3.1. within 48 hours, or as soon as reasonably possible, any crime and take all reasonable steps to discover the guilty party and to recover any property, 7.1.3.2. within 24 hours, any accident which occurs on a public road. <p>Claim forms are readily available and can be obtained from Your insurance broker or from Our webpage www.cib.co.za.</p>
Settlement of Claims	Terminology simplified - intention clarified
Our Rights After an Event	Subrogation dealt with here and intention clarified.
	<ol style="list-style-type: none"> 4.1. On the happening of any event Terms and Conditions of this Policy, We have the right to:.... <ol style="list-style-type: none"> 4.1.1. take, enter or keep possession of any property being the subject of a claim and deal with it in any reasonable manner..... 4.1.4. in respect of any claim for injury under this Policy where such cover is granted, You are required to provide all certifications, medical records and reports, information and evidence required by Us at Your expense, and any injured person will as often as required by Us submit to medical examination at Our expense. We will in the case of death be entitled to have a post mortem examination performed..... 4.1.7. When We settle a claim, then Your rights to claim against other people are automatically transferred to Us.
Collective Insurances	Clarified and aligned with General Condition headed Our Rights After an Event and Subrogation
Company's Rights After an Event	Clarified and aligned with General Condition headed Our Rights After an Event and Subrogation
Corrective Action	We may after a claim review the terms of this Policy with due consideration of any notice period required.

POLICY REFERENCE	COMMENT
Prescription Periods (Time Limits)	<p>7.1. No claim under this Policy will be payable after the expiry of 12 months or such further period as We may, in writing, allow, from the date of the happening of the event which resulted in such claim unless the claim is the subject of pending legal action or is a claim in respect of Your legal liability to a third party.</p> <p>7.2. Once We inform You of Our decision on any claim under this Policy (whether it is a rejection, a partial rejection, the dispute about the quantification of the claim or otherwise) You will have 90 days to make representations to us about Our decision. Following the expiry of the 90 day period and irrespective of whether representations have been made during this period, You will have 180 days within which to serve legal action on Us, failing which Your right to challenge the decision is forfeited and You will have no further claim or recourse against Us.</p>
Subrogation	Deleted and dealt with under General Condition headed Our Rights After and Event and Subrogation
Time Limits	Deleted and dealt with under General Condition headed Prescription Periods (Time Limits)
Non Co-Operation Following a Claim	Previously under Part 1. Now dealt with under General Condition headed Claims.
Recovery	<p>9.1. If, after payment of a claim in respect of lost or stolen property, such property is located or recovered, You will render all assistance and cooperation in the identification and in the physical recovery and safe keeping of such property.</p> <p>9.2. We will pay for the reasonable cost in identifying such property.</p> <p>9.3. Failure to assist Us in the recovery and safe keeping of such property will result in You becoming legally liable to repay Us all payments and expenses in respect of the claim.</p> <p>9.4. If the property was successfully recovered then We will be the rightful owner of the property.</p>
Acts of Fraud	<p>Deleted and replaced under heading Fraudulent, Wilful, Deliberate or Reckless Acts</p> <p>All rights of indemnity under the Policy will be forfeited if any claim is:</p> <p>10.1. in any respect fraudulent; or</p> <p>10.2. if any fraudulent means or devices are used by You or anyone acting on Your behalf or with Your knowledge, or consent to obtain any benefit under this Policy;</p> <p>or</p> <p>10.3. information or documents in support of a claim, whether created by You or on Your behalf is not true, is not complete or is fraudulent, or</p> <p>10.4. or if any event is occasioned by Your wilful, deliberate or reckless acts or participation, or</p> <p>10.5. the quantum of a claim is deliberately exaggerated by You or anyone acting on Your behalf.</p> <p>We will be entitled to cancel Your Policy without giving notice to You with immediate effect in all instances of fraudulent, wilful, deliberate, or reckless acts.</p>
Breach of Conditions	The Conditions of this Policy and Sections thereof will apply individually to each of the risks insured and not collectively to them so that any breach of or non-compliance with any Condition of this Policy will render voidable the Section or item only in respect of the risk to which the breach applies.
Other / Dual insurance	Should You be entitled to compensation through any other Act / fund then We will reserve the right to adjust Our settlement in accordance therewith.
Law and Legal Jurisdiction	<p>22.1. We will not be liable for any loss, damage, costs or expenses directly or indirectly arising from the non-adherence to applicable laws, regulations, rules / regulations of governing bodies, by-laws or rules of the Republic of South Africa. (reference to "or countries that fall within the approved territorial limits of this Policy has been deleted).</p> <p>22.2. This Policy will be governed by and interpreted in accordance with the laws of South Africa.....</p>
Cancellation	<p>Restated This Policy or any Section and / or part may be cancelled at any time by:</p> <p>3.1. Us giving You 31 days' notice in writing or such other period as may be mutually agreed and / or otherwise prescribed by this Policy,</p> <p>3.2. by You giving immediate notice,</p> <p>3.3. reason of Your non-compliance refer General Conditions headed Misrepresentation, Misdescription and Non-Disclosure, Breach of Conditions and Fraudulent, Wilful, Deliberate or Reckless Acts.</p> <p>When You cancel, We will be entitled to retain the customary short period or minimum premium for the Annual Period or the period that a Section has been in force. When We cancel, You will 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 headed Fraudulent, Wilful, Deliberate or Reckless Acts.</p>
Policy Period	<p>New</p> <p>14.1. Monthly</p> <p>14.1.1. The initial period of a Monthly Policy is as shown on the Schedule and commences from the inception / start date and continues until the last day of that calendar month in which the inception / start date occurs.</p> <p>14.1.2. Thereafter, the Period of Insurance will be one calendar month and will run monthly until the Renewal Date reflected in the Schedule.</p> <p>14.1.3. Once Renewal of Your Policy is mutually agreed the Policy will run monthly as indicated in (14.1.1) and (14.1.2) until the next Policy Renewal.</p> <p>14.2. Annual</p> <p>14.2.1. The initial period of an Annual Policy is as shown on the Schedule and commences from the inception / start date and continues to the last day of the month preceding the Renewal Date reflected in the Schedule.</p> <p>14.2.2. Thereafter, the Period of Insurance will be for 12 months and will run until the Renewal Date reflected in the Schedule.</p> <p>14.2.3. Once Renewal of Your Policy is mutually agreed the Policy will run annually as indicated in (4.2.1) and (4.2.2) until the next Policy Renewal.</p>

POLICY REFERENCE	COMMENT
Premium Payment	<p>The heading is renamed now appears as General Condition headed Payment of Premium. Ordering of content restated.</p> <p>Debit orders - previously under Part 1. Now stated here.</p> <p>Ad hoc premiums - previously under Part 1. Now stated here.</p> <p>Cooling off period - this replaces the "Money Back Guarantee" clause previously stated under Part 1. Now stated here.</p> <p>Unpaid premiums - previously under Part 1. Now stated here.</p>
Monthly Debit Payments	<p>Restated: /</p> <p>15.6.1.3. If the Policyholder Protection Rules apply to You, if We do not receive the premium by the due date, as shown in the Schedule then :</p> <p>15.6.1.3.1. You will be entitled to a grace period of 15 days after the due date (except in the first month of insurance) in which to pay the premium. If the premium is unpaid and only if the reason is due to "insufficient funds" and for no other reason, it will remain payable and We may:</p> <p>15.6.1.3.1.1. recollect by way of an Ad Hoc collection</p> <p>15.6.1.3.1.2. submit two debit orders at the next request for payment, in respect of the unpaid debit order as well as the normal one for the new month.</p> <p>15.6.1.4. In the event that either the recollection is unsuccessful (bearing in mind it is not done within the 15 day grace period) or the next two debit orders are unsuccessfully collected, the Policy will automatically be cancelled.</p> <p>15.6.1.4.1. We will not pay a claim if it occurs after 15 days of the due date and the outstanding premium has not been paid within that 15 day period or</p> <p>15.6.1.4.2. if any claim arises during the period where the premium has been unpaid and outside of the time period referred to in (15.6.1.3) above, We will not be required to pay / entertain any claim.</p>
Cover Provided By this Policy	Clarification: No cover will be provided under this Policy or any Section if either the insured amount or the limit of compensation shown in the Schedule:
Territorial Limits	Reference to Swaziland is removed throughout the Policy - replaced by Eswatini
GENERAL EXCLUSIONS	
Nuclear Risks	Entire Exclusion has been replaced - Please refer to Wording
Computer Losses	Entire Exclusion has been replaced under heading COMPUTER LOSSES, DATA AND CYBER INCIDENTS- Please refer to Wording
Cyber Crime Exclusion	Entire Exclusion has been replaced and incorporated into COMPUTER LOSSES, DATA AND CYBER INCIDENTS - Please refer to Wording
Infectious and / or Contagious Disease / Epidemic / Pandemic Exclusion	New outright Exclusion added - Previously only noted on Schedule. Please refer to Wording
GENERAL PROVISIONS	
Policy Interpretation	<p>It is recorded that the cover that is provided by this Policy and the Terms and Conditions have been agreed and accepted by You before entering into the Policy and that the rule of construction that this Policy will be interpreted against the party responsible for its preparation and drafting will not apply.</p> <p>One Section may not be used to interpret another Section.</p>
Site Inspection	<p>We will be permitted, but not obliged, to inspect Your contract site and operations at any time and at Our own discretion. Neither Our rights to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of, or for Your benefit or others, to determine or warrant that such property or operations are safe.</p> <p>You are reminded of the General Condition headed Duty to Take Reasonable Steps and Precautions and Your ongoing responsibilities to ensure compliance therewith as well as all duties regarding the safety and performance of Your Contract obligations</p>
Fire Protection	It is a condition precedent to liability under this Policy that all firefighting equipment or fire protection at the premises is installed, maintained and serviced in accordance with the Regulations contained in the National Building Regulations or any other regulations as may be contained in the respective Emergency Services Bye-Laws.
PART 3 - POLICY SECTIONS	
SECTION 1: MATERIAL DAMAGE	
Cover Provided	We will indemnify You for accidental, sudden and unforeseen physical loss / damage to the whole or part of the Property Insured as described in the Schedule from any cause other than those specifically excluded.
Property Insured	Terminology simplified - intention clarified
Maintenance Period	Terminology simplified - intention clarified
Escalation	Terminology simplified - intention clarified
Basis of Loss Settlement	Terminology simplified - intention clarified
Extensions (Applicable to Section 1: Material Damage)	
Surrounding Property	<p>We will extend the Policy to be inclusive of property (other than contract works or construction plant and equipment used or intended for use on the insured Contract) being worked upon which is:</p> <p>1.1. Your responsibility contractually or otherwise, or</p> <p>1.2. Your care, custody and control and arising from or in connection with the performance of the insured Contract</p> <p>Provided that this indemnity will only apply to the extent that indemnity is not obtained under any other policy of insurance effected for Your benefit.</p> <p>This extension is limited to the amount stated in the Schedule in respect of any one event.</p>
Costs and Expenses (Basic)	Replaces Additional Costs (Defined Events) Clause simplified
Costs and Expenses (Extended Cover)	Replaces Additional Costs (No Damage) Clause simplified
Electrical Cables, Wiring and Accessories	Deleted - Cover must be specifically requested by You and approved by Us
Inland Transit	<p>Section 1: Material Damage of this Policy is extended to cover loss of or damage to the insured property whilst in transit to the contract site by inland road transit only. It being understood that transit by waterways, rail or air is specifically excluded from the cover provided.</p> <p>This extension is limited to the amount stated in the Schedule in respect of any one event.</p>
Temporary Off - Site Storage	Replaces Site Central Storage - Policy automatically covers theft of materials from site. Cover may be added as an addendum

POLICY REFERENCE	COMMENT
Work Away (if stated to be included)	<p>Section 1: Material Damage of this Policy is extended to cover loss of or damage to property insured whilst it is situated at any premises within the territorial limits for the purpose of repair, modification, treatment or further work of construction other than loss or damage caused by the misapplication of tools or resulting from any manufacturing process.</p> <p>This extension is also applicable to manufacturers premises within the territorial limits provided that the property insured is specifically designated for an insured Contract and You have an insurable interest in the property insured.</p>
Beneficial Occupation	Clause simplified. For the purpose of the cover provided by this Beneficial Occupation Extension cover will specifically exclude any form of contents cover.
Sections Limitation	Clause simplified - Removed "length of all portions of road not yet completed" clause
Open Trench Limitation	Clause simplified - Removed 100 meters between sections limitation,
SECTION 2 : CONTRACTORS THIRD PARTY LIABILITY (OCCURRENCE BASIS)	
The Indemnity	<p>Replaced by "Cover Provided"</p> <p>We will indemnify You in respect of Damages for which You will become legally liable to pay consequent upon accidental Injury or Damage occurring at the situation of the Contract and arising out of the performance of an insured Contract.</p> <p>1. LIMIT OF INDEMNITY The amount payable inclusive of any Legal Costs recoverable from You by a claimant or any number of claimants and other costs and expenses incurred with Our consent for any one Event or Occurrence will not exceed the amount stated on the Schedule.</p> <p>2. PERIOD OF INSURANCE The Period of Insurance will commence and expire on the dates specified on the Schedule.</p>
Extensions (Applicable to Section 2: Contractors Third Party Liability: Occurrence Basis)	
Spread of Fire	Terminology simplified - intention clarified
Blasting Extension (must be referred, cover not included)	Terminology simplified - intention clarified
Vibration, Removal or Weakening of Support (must be referred, cover not included)	<p>2.1. Before commencement of operations:</p> <p>2.1.1. the consent of the owner of any property which will be encroached upon by reason of the executions of the Contact has been obtained,</p> <p>2.1.2. the necessary excavation and / or other permits have been obtained from the appropriate authority,</p> <p>2.1.3. subsequent to Our acceptance of risk under this Policy, any major alterations to design and / or method of work has received prior written approval from Us.</p> <p>2.2. Any Damages caused by vibration or by the removal or weakening of support are further subject to and conditional to the below provisions.</p> <p>2.2.1. We will only indemnify You in respect of Damages if prior to the commencement of works that the construction is sound and the necessary loss prevention measures have been taken.</p> <p>2.2.2. Before commencement of construction and at Your own expense, where required by Us, You prepare a report on the condition of any endangered property or land or building.</p>
SPECIFIC EXCLUSIONS APPLICABLE TO ALL SECTIONS	
1. any property insured due to its own electrical or mechanical breakdown or explosion following the testing period / maintenance period stated on the schedule; - will add special exclusion applicable only to contracts for mechanical electrical and pressure plant	Exclusion deleted - will only be added to contracts for mechanical electrical and pressure plant
New	6. any liquidated Damages or penalties for delay or in connection with guarantees of performance or efficiency,
New	7. any cost of repairing, replacing or rectifying normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise upkeep or making good normal rust, erosion, corrosion, oxidation or scratching of painted or polished surfaces unless caused as a direct result of a peril which is otherwise insured by this Policy . This exception will not apply to other resultant indemnifiable Damage .
New	18. any loss of or Damage caused by the unlawful occupation of any part of the contract site and / or any cost incurred to remove such unlawful occupants,
New	19. any loss of or Damage to the property insured caused by or attributable to the dishonesty and /or wilful act of any of Your partners or employees,
New	20. any legal liability, claim, cost or expense: <ul style="list-style-type: none"> 20.1. arising out of or in connection with the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle or trailer, but this exclusion will not apply to mechanical plant while in operation as a tool of trade, 20.2. arising by or through or in connection with the ownership, possession or use by You or on Your behalf of any aircraft or watercraft, 20.3. for any Damages or penalties for delay or detention or in connection with guarantees of performance or efficiency, 20.4. arising from or connected with any professional advice, remedial or other treatment (other than first aid), given by You or any person acting for or on Your behalf, 20.5. caused by or in connection with the intentional removal or weakening of or interference with the support to any land structures building or other property unless such cover has been requested by You and approved by Us beforehand. This exception will not apply to liability arising out of shock or vibration or negligence of the contractor. 20.6. attaching to You in terms of any contract or agreement of any nature, whether written, verbal, explicit, tacit or implied unless such liability would have attached to You regardless of the existence of such contract or agreement, but this exception will not apply to: <ul style="list-style-type: none"> 20.6.1. the insured Contract or sub Contract agreements,
New	21. any claims arising out of or in connection with the design of the works or property insured or any part thereof,
New	22. any other specific agreement which has not been advised to Us and accepted by Us in writing,
New	23. any liability in respect of Injury or Damage or loss of use of property directly or indirectly caused by seepage, Pollution or contamination,
New	24. Pollution Costs unless the seepage, Pollution is caused by a sudden unintended unforeseen occurrence,
New	25. any fines, penalties, punitive or exemplary damages resulting from Pollution or contamination,
New	25.1. We will not be held liable to defend any claim or suit seeking to impose such Pollution Costs and expenses or liability for such Damages or any other relief.
New	26. any such sums that You will become legally liable to pay as Damages consequent upon the accidental loss of or Damage to existing underground cables or pipes or services of any kind, unless prior to Your commencement of the works the exact location, position, function and importance of all such cables, sewers or pipes has been established and furnished to You in writing under the hand of the relevant authority, owner, person or body concerned.

POLICY REFERENCE	COMMENT
New	<p>27. any claim resulting from or in connection with any Event known to You, Your directors and officers (inclusive of Your Subsidiaries):</p> <p>27.1. which occurred before the inception of this Policy or any extension thereof,</p> <p>27.2. which has not been reported to Us in terms of the General Condition headed Claims.</p>
New	<p>28. any liability resulting from or arising out of any deliberate, conscious, or intentional act or failure by You, Your directors, officers, management or employees, inclusive of the deliberate, conscious, or intentional disregard of the need to take reasonable precautions to prevent any Event which may give rise to a claim.</p>
New	<p>29. any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving:</p> <p>29.1. actual or alleged unlawful competition,</p> <p>29.2. unfair practices,</p> <p>29.3. abuse of monopoly power,</p> <p>29.4. cartel activities, or</p> <p>29.5. as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which Your liability arose.</p>
New	<p>30. any liability in connection with, arising from or in connection with a claim for which indemnity should be provided by a Cyber Insurance Policy or which should have been insured by way of a Cyber Insurance Policy,</p>
New	<p>30.1. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.</p>
New	<p>31. any liability or costs associated with or in any way connected with compensation provided by any statutory enactment, regardless of whether the applicable legislative fund is incapable of providing such compensation.</p>