CIB ENGINEERING
ELECTRONIC EQUIPMENT
Policy Wording

011 455 5101
www.cib.co.za

15E Riley Road, Riley Road Office Park, Bedfordview, Gauteng, 2008

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Underwritten by Guardrisk Insurance Company Limited (FSP No. 75) B-BBEE Level 1.

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PART 1

THE CIB SERVICE COMMITMENT

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.

Since **Our** humble beginnings in 1994, **We** have grown in leaps and bounds and **We** intend on doing so over the years to come. CIB's visionary products and national business operations have certainly been key factors to **Our** success story, but the real foundation to **Our** success lies in the long-term relationships that **We** have established with brokers, clients and suppliers.

Should **You** have any query or complaint about this **Policy** or if **You** are in any way unhappy with the service **You** have received, please contact:

The Compliance Officer
Guardrisk Insurance Company Limited
PO Box 786015
Sandton 2146
Email: compliance@guardrisk.co.za

Alternatively, **You** can also refer to the **CIB COMPLAINTS AND COMPLIANCE INFORMATION** Section of this **Policy** for guidance in respect of **Your** rights.

Terms that appear in **bold** face type have special meanings. Please refer to the definitions for more information.

Please note that wherever applicable words stated in the singular are inclusive of plural and vice versa.

TREATING CUSTOMERS FAIRLY

We are required to pay due regard to the interests of **Our** clients and to treat **You** fairly.

The TCF ('Treating Customer Fairly') principles, of which there are 6 (six), aims to raise standards in the way **We** carry on **Our** business, by introducing changes that will benefit **You** and increase **Your** confidence in the financial services industry.

TCF endeavours to help **You** to fully understand the features, benefits, risks and costs of the financial product(s) **You** purchase, as well as to minimise the sale of unsuitable products by encouraging best practice before, during and after a sale of a financial product has taken place.

We will endeavour to encapsulate the vision of TCF into **Our** business model to bring **You**, **Our** valued customer, the best possible products and services at all times.

CIB's vision is to be 'the' preferred choice for professional brokers, when considering **Our** clients' business or personal insurance needs.

Our values are governed by **Our** behavioural and attitudinal traditions, which are entrenched in **Our** culture of

"WHAT CAN WE DO BETTER?"

"Understanding YOUR world, We offer insurance done properly, in a personalised way."

RELIABILITY, **DRIVEN**, **CARING** and a **POSITIVE ATTITUDE** have been identified as **Our** core values.

These form an essential part of **Our** business and dictate **Our** moral standing among **Our** people, the community and with **Our** clients.

PROTECTION AND SHARING OF PERSONAL INFORMATION

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:

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.

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.

For further information please refer to **Our** Privacy Notice which is available on **Our** website www.cib.co.za.

SHARING OF INFORMATION

The South African Insurance Association (SAIA) created a shared database for storing insurance information. This shared information assists in limiting insurance fraud and to underwrite every risk fairly and to also to assess every risk.

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**.

You warrant that:

1. **You** acknowledge that information for underwriting and claims purposes (for example, cover for items insured as well as the assessment of claims registered, however not limited to these examples), inclusive of credit information may be shared between Insurers / Insurance Providers and / or **Your** Insurance Broker / Intermediary and our service providers. The sharing of this information is required to conclude or perform in terms of this contract and /or the pursuing a legitimate interest and /or is in the best interest of the public as it enables Insurers / Insurance Providers and industry bodies to underwrite policies and assess risks fairly, to investigate and assess claims and to reduce the incidence of fraudulent claims with a view to limiting premiums and premium increases.

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 **You** may submit.

3. **You** acknowledge that the information may be verified against legally recognised sources or databases.

4. **You** are aware of the fact that both credit information verification and / or criminal record checks may be requested by Insurers / Insurance Providers on the business, **Yourself** or any of **Your** directors, partners and / or employees.

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**.

You have the right to:

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 & RESPONSIBILITIES OF THE POLICYHOLDER
It is important to understand that all parts of this **Policy** must be read in conjunction with the **Schedule** as well as any **Annexures** as applicable.

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**.

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** and endorsements as well as any renewal correspondence containing notice of change to cover or requirements.

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.

PROVIDE US WITH ACCURATE INFORMATION AND MATERIAL FACTS

ACCURATE INFORMATION
Although every effort is made to ensure the accuracy of all the covers pertaining to **You**r specific needs, **You** must verify that the **Schedule** accurately reflects:

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.

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**.

This could affect the **Terms and Conditions** of the cover provided to **You**.

Your obligation to supply **Us** with accurate information is inclusive of information regarding **Your** financial situation, for example, debt review and insolvency inclusive of information regarding any criminal offences whether **Yours**, that of **Your** members, directors and partners, however not limited to these examples.

MATERIAL FACTS
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.

The **Material Facts** are inclusive of but not limited to:

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,

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**.

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.

Please note that:

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**.

DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

You must take all reasonable steps and precautions to ensure that the risk of any event which my result in any claim, claim or losses indemnifiable under this **Policy** are prevented or minimised as far as possible.

You must take all reasonable steps and precautions to mitigate the extent of any loss suffered.

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**.

VARIATIONS TO YOUR POLICY

You are allowed to request a change to the **Policy** at any time. Please note that the changes requested may require **Us** to amend the **Terms and Conditions** of the **Policy** and could affect the premium payable.

In certain instances, **We** will make changes to the **Policy** or impose certain **Terms and Conditions** (refer to General Conditions headed: Corrective Action and Suspension of Cover), however when **We** do this **We** will provide **You** with 31 days' written notice to **Your** agent / broker of **Our** intention to amend the **Policy** and the reasons for doing so.

If there is a material change in risk, **We** are entitled to effect amendments immediately.

CIB COMPLAINTS AND COMPLIANCE INFORMATION

Customer gratification is an integral part of the CIB culture and **We** appreciate **You** bringing **Your** concerns to **Our** attention. By doing so will not only allow **Us** to eradicate defective service delivery, but most importantly will enhance the service excellence which **We** at CIB aspire to bring to **You** as a valued patron.

Our Complaints Resolution Policy is based on provisions as set out in the General Code of Conduct for Authorised Financial Service Providers and Representatives which forms part of the Financial Advisory and Intermediary Services Act 37 of 2002, the Rules on Proceedings of the Office of the Ombud for Financial Service Providers, of 2003, Treating Customers Fairly, The Policyholder Protection Rules (where applicable) as well as the SAIA Code of Conduct (however not limited to these examples).

Please refer to the disclosure notice contained at the end of **Your Schedule** for details regarding **Our** Compliance and Complaints information.

What are **Our** obligations?

We must ensure that the following is adhered to:

1. record of such **Complaints** should be maintained for a period of 5 years,
2. address **Complaints** from **You** in a timely and fair manner,
3. take steps to investigate and respond promptly to **Complaints**,
4. should **Complaints** not be resolved to **Your** satisfaction, **We** must inform **You** of **Your** rights.

What is the definition of a **Complaint?**

A **Complaint** relates to a specific service rendered by **Us**, and must allege that **We** have:

1. contravened any provisions of Regulations and as a result **You** have suffered a financial loss, or
2. negligently provided a service to the prejudice of the complainant, or
3. treated the complainant unfairly, or
4. any other form of complaints.

How to address **Your** concerns to **Us**?

We aim to consistently deliver a professional service to **You** and if **We** have dissatisfied **You** in any manner **We** need to hear about this.

As all **Complaints** should be submitted in writing, where possible, **We** kindly request that **You** either complete **Our** online form on **Our** webpage www.cib.co.za, or alternatively **You** may email **You**r complaint to **Us** at complaints@cib.co.za.

Kindly ensure that all supporting documents are attached to **Your Complaint** to enable **Us** to attend to **Your** concerns timeously.

Should **You** not be satisfied with **Our** decision?

When **You** are notified of the outcome of the **Complaint**, **You** have the right to have such a decision reviewed by way of an appeal process. If **You** wish to have a decision regarding a **Complaint** reviewed:

1. **We** will treat it as a dispute.
2. When a decision has been made, **We** will respond to **You** in writing giving:
   - 2.1. reasons for the decision,
   - 2.2. information about how to access alternative dispute resolution or policyholder recourse mechanisms and the time frame in which to do so.

Your rights should You be dissatisfied with the outcome of Our dispute resolution?

Should **You** not be entirely satisfied with the outcome of **Our** dispute resolution and feedback provided is not in **Your** favour, **You** may make representation to the Insurer (Please refer to the disclosure notice contained at the end of **Your Schedule** for details of the Insurer) in writing.

You are reminded that **You** may:

1. make representation to the Regulatory entities noted on the Disclosure Notice of **Your Schedule** should **You** not be satisfied with the outcome of **You**r representation to the Insurer,
2. re-direct **Your** complaint and all supporting documents to the Regulatory entities noted on the Disclosure Notice of **Your Schedule** , in writing, within 6 (six) months on receipt of such feedback from **Us**:

We invite any feedback or suggestions as to how **We** can improve **Our** complaints resolution process. Please send **Your** suggestions to complaints@cib.co.za.

PART 2

GENERAL OPERATIVE CLAUSE

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** up to the Sums Insured or Limits of Indemnity as the case may be (provided that cover has been elected or provided for under the **Policy**).

GENERAL CONDITIONS, EXCLUSIONS AND PROVISIONS

DEFINITIONS

Unless stated otherwise in any **Section** , for the purpose of this **Policy** and wherever these appear, the below mentioned definitions bear reference and apply.

Annual Period	means the 12 month period from the start date of **Your Policy** until the next Renewal Date stated on **Your Schedule.**
Business	means the nature and scope of **Your** trading activities specified in the **Schedule**.
Insured Property	means any tangible property whether immovable and / or movable stated to be included as such in the **Schedule**.
Material Fact	means any information or fact, irrespective whether specifically asked for or not, which could influence **Our** acceptance of the risk under this **Policy**, the **Terms and Conditions** which will apply or the premium to be charged for such risk.
Period of Insurance	means the period as stated on **Your Schedule**.
Schedule	means the document which sets out the details of the insured risk inclusive of all Sums Insured, covers elected, extension limits and excesses. Where the **Schedule** contains amendments to the **Policy** these will override the **Policy**. For the purpose of this definition, the **Schedule** will be issued in the following instances: 1. Inception of a new policy, or 2. Renewal of terms, or 3. **Variation.**
Section	means the Electronic Equipment **Section** which is set out in **Part 3** hereof and only applies if shown in the **Schedule** with a related premium and which must be read in conjunction with **Part 1** and **Part 2** of this **Policy**.
Terms and Conditions	means all the terms, conditions, exclusions, extensions, limitations and all other clauses forming part of this **Policy**.
the Policy / this Policy	means this document which sets out the **Terms and Conditions** on which the insurance cover is provided under this **Policy**.
Variation	means any amendment requested by **You** inclusive of any person acting on **Your** behalf to effect changes to an item / **Section** or any amendment which **We** introduce.

We / Us / Our / the Insurer	means Guardrisk Insurance Company Limited and / or CIB (Pty) Ltd the Underwriting Manager on its behalf. Guardrisk is a registered Insurer for the purposes of the Short-Term Insurance Act No 53 of 1998 (as amended) and a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act No 37 of 2002 (as amended from time to time) [FAIS].
You / Your / Yours / Yourself / the Insured	means the entity or person identified in the **Schedule** as the **Insured**, or as more specifically defined in the specific **Sections.**

CO-INSURANCE

The same assets will generally not be insured by more than one insurer, as this could possibly lead to what is known as "dual insurance". However, it is possible in certain circumstances that Co-insurance agreements are negotiated between insurers. (Refer to Part 2 - General Conditions headed Other / Dual Insurance and Collective Insurances).

Therefore, where more than one insurance company or insurer participates in this insurance, the expression **"Us"** will be amended to **"We / Our"** wherever it appears in this **Policy**. In this event the percentage share will be as expressed in the **Schedule** of this **Policy** and the liability of each individual insurance provider will be limited to the percentage share set against its name.

TERMS AND CONDITIONS

Certain of the **Terms and Conditions** in the **Policy** are listed in the General Section (Part 2) of the **Policy** and apply to the **Section**.

Further to the above, there may be **Terms and Conditions** that apply to the **Section** only.

In the event of any conflict arising between the **Terms and Conditions** that apply to the **Section** and the **Terms and Conditions** that apply to the **Policy**, the **Terms and Conditions** that apply to the **Section** will prevail.

It is further noted and agreed that compliance with the **Terms and Conditions** is a condition precedent to **Our** liability under the **Policy**.

GENERAL CONDITIONS

Subject to the provisions of Section 55 of the Short Term Insurance Act No 53 of 1998 and relevant insurance legislation as it may be amended from time to time:

1. MISREPRESENTATION, MISDESCRIPTION AND NON-DISCLOSURE

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:

1.1. the particular item, or

1.2. the Sub- Section, or

1.3. the **Section**, or

1.4. this entire **Policy**

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. You** must inform **Us** immediately of any change in the risk covered by this **Policy.**

Any misrepresentation, misdescription or non-disclosure of any **Material Facts,** will entitle **Us** to reject any claim under this **Policy.**

2. OTHER / DUAL INSURANCE

2.1. Subject to the principle that insurance is not intended to place **You** in a better position than **You** were in before a claim or event giving rise to a claim and if at claims stage or after settlement of a claim **We** find that **You** were insured against the same cover provided for by a different insurance provider, then **We** have the option to:

2.1.1. pay the full claim and arrange with the other insurance provider to be compensated for their rateable proportion, or arrange with the other insurance provider to each pay their rateable proportion due by each within a reasonable time,

2.1.2. refund premiums in accordance with the respective rateable proportion of the risk, where appropriate.

If any such other insurance is subject to any Condition of Average ("under insurance") then this **Policy**, if not already subject to Conditions of Average ("under insurance"), will be subject to the application of Average ("under insurance") in a likewise manner.

2.2 Should **You** be entitled to compensation through any other Act / fund then **We** will reserve the right to adjust **Our** settlement in accordance therewith.

3. CANCELLATION

This **Policy** may be cancelled at any time by:

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**,

3.2. by **You** giving immediate notice,

3.3. **Us** giving immediate notice due to misrepresentation, misdescription and non-disclosure of **Material Facts**, a material change in risk or fraudulent, wilful, deliberate or reckless acts.

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 the cancellation not being due to (3.3.) above.

4. POLICY PERIOD

4.1. **Monthly**

4.1.1. 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.

4.1.2. Thereafter, the **Period of Insurance** will be one calendar month and will run monthly until the Renewal Date reflected in the **Schedule**.

4.1.3. Once Renewal of **Your Policy** is mutually agreed the **Policy** will run monthly as indicated in (4.1.1.) and (4.1.2.) until the next **Policy** Renewal.

4.2. **Annual**

4.2.1. 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**.

4.2.2. Thereafter, the **Period of Insurance** will be for 12 months and will run until the Renewal Date reflected in the **Schedule**.

4.2.3. 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.

5. PAYMENT OF PREMIUM

Premium is payable on or before the commencement date or renewal date, as the case may be, of **Your Policy**. **We** will not be obliged to accept premium tendered after the Inception Date or Renewal Date as the case may be but do so upon such terms as **We**, at **Our** sole discretion, may determine.

5.1. **Debit Orders**

We will allow **You** to choose a date for **Your** insurance premium to be collected from **Your** bank. The dates available are the 1st, 7th or 15th of each month (called **Your** debit order collection date). On this date (or the closest working day to it), the monthly premium will be debited, by **Our** collection agency, from **Your** bank account.

It is important to remember that **Your** account needs to have enough funds available in order for the debit order not to return unpaid.

5.2. **Ad-Hoc premiums**

It is important to remember that **We** also collect ad-hoc premiums, unless otherwise agreed, where a new **Policy** has been activated or an amendment / addition has been made to **Your Policy** that created an outstanding Debit amount.

The ad-hoc premium collection from **Your** bank account may not necessarily co- inside with **Your** selected Debit Order Collection Date – as explained above.

Therefore, any ad-hoc premium in excess of R100.00 will be collected by way of an ad-hoc collection within 7 days from the date of inception or amendment / addition.

Example: **You** activate **Your** new policy with **Us** on the 1st of the month, however, **You** selected a debit order collection date of the 15th of every month. Since **We** collect ad-hoc premiums 7 days after the activation of a new policy, **Your** first premium for **Your** new policy will be collected BEFORE the 15th of the month.

5.3. **Cooling Off Period**

Definitions

For the purpose of this **Cooling Off Period** Clause, the below mentioned definitions apply:

Cooling Off Period	means: 1. 14 days from the date that **You** receive **Your Schedule** and **Policy "Policy Contract"** by the means elected by **You** to receive correspondence, or 2. 14 days from when it can be reasonably expected that **You** received **Your Policy Contract** whichever period occurs later. Unless **You** can substantiate to **Our** satisfaction that the **Policy Contract** was received during a period which would prevent **You** from exercising **Your** right to the **Cooling Off Period** defined in (1.) above, the term "reasonably expected" will not exceed a period of 30 days from inception / renewal / variation (as the case may be), of the **Policy Contract**.

You may cancel **Your Policy** in writing during the **Cooling Off Period** after inception of a new **Policy,** or after renewal of a **Policy**, or after **You**r request to vary the **Policy**.

If **You** decide to cancel **Your Policy** within the **Cooling Off Period**, then the premium paid from the date of inception, or renewal, or **Variation** will be refunded to **You**, subject to the deduction of the cost of any risk cover enjoyed during this period.

Please note:

The **Cooling Off Period** does not apply and cannot be exercised by **You**:

1. if an event which may result in a claim has occurred during the 14 (fourteen) day period, or
2. if a claim has been made, or
3. if a claim has been registered, or

4. where any amount has already been paid in terms of the **Policy**.

5.4. **Unpaid Premiums**

We need to receive premium in order for **Your** cover to remain active. If the premium continues to be unpaid, and **You** do not contact **Your** insurance broker, **Your Policy** may be cancelled.

In the event of 2 unpaid debit orders no further debits will be deducted from **Your** bank account and cover will cease.

5.5. **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 **Us** by the due date, this insurance will be deemed to have been cancelled at:

5.5.1. midnight on the last day of the preceding **Policy Period**; unless the Policyholder Protection Rules apply to **You** (please refer to (5.6.1.) – Monthly Debit Payments below),

5.5.2. **You** can show **Us** that failure to make payment was an error on the part of **Your** 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:

5.5.3. each 3rd,

5.5.4. each 6th, or

5.5.5. each 12th calendar month following inception where premium is payable quarterly, half-yearly or annually.

5.6. **Monthly Debit Payments**

You must pay **Your** monthly premium by debit order. **We** will present **Your** debit order to **Your** paying agent on the date reflected in the **Schedule**.

5.6.1. The premium is payable in advance and must be paid on the due date which is the first day of every month or as otherwise agreed.

5.6.1.1. The **Policy** is automatically renewed for a further month every time **You** pay the premium which must be paid on the due date.

5.6.1.2. Non-payment of the premium in the month of inception (in the first month), for whatever reason, will result in the **Policy** being voided from the date of inception.

5.6.1.3. 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:

5.6.1.3.1. **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:

5.6.1.3.1.1. recollect by way of an Ad Hoc collection, or

5.6.1.3.1.2. 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.

5.6.1.4. In the event that either the recollection is unsuccessful (and the 15 day grace period has lapsed) or the next two debit orders are unsuccessfully collected, the **Policy** will automatically be cancelled.

5.6.2. Yearly payment in cash

If according to the **Schedule** this is an annual **Policy**, this **Policy** is then valid for one year.

5.6.2.1. The **Policy** may be renewed on the Renewal Date indicated on the **Schedule** if **You** pay the premium on or before the Renewal Date. This Renewal Date will be the due date for payment of the premium.

5.6.2.2. If **We** do not receive the premium on the due date, or within 15 (fifteen) days thereafter, for whatever reason, the **Policy** will automatically lapse and there will be no cover from the date of renewal.

5.6.2.3. If **We** did not receive the premium in the month of inception (in the first month), for whatever reason, the **Policy** will void from the first inception date.

5.6.2.4. If there is a total loss during the **Annual Policy Period**, the premium remains due to **Us** and is therefore not refundable.

5.7. **No premium refund after maximum compensation (applicable to annual policies only)**

If **We** indemnify **You** for a claim up to the total sum insured or limit of compensation or value of the item claimed, then **We** will not refund premium to **You** for the remainder of the **Policy Period** for that event or item. (Applicable to Annual policies or items where special terms have been imposed separately)

5.8. **Adjustment of Premium**

If the premium for any **Section** of this **Policy** has been calculated on any estimated figures, **You** will after the expiry of each period of 12 consecutive months from the Inception Date or Renewal Date shown in **Your Schedule**:

5.8.1. furnish **Us** with such particulars and information as **We** may require for the purpose of recalculation of the premium for such period and

5.8.2. any difference will be paid by or to **You** as the case may be.

6. DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

You must at all times and at **Your** own expense, take all reasonable steps and precautions in:

6.1. maintaining the **Insured Property** in good condition and repair,

6.2. safeguarding the **Insured Property** and ensuring that every item is afforded a level of care and protection commensurate with its value,

6.3. 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

6.4. minimising or mitigating the extent of any claim under this **Policy**, after an event occurs which may result in such a claim.

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.

For this Condition, the term **You** is inclusive of any person representing **You** or acting on **Your** behalf or with **Your** authority.

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.

7. CLAIMS

7.1. **Notice**

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:

7.1.1. **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:

7.1.1.1. full written details of the event as well as all supporting documentation / evidence pertaining to the potential claim under this **Policy**, and

7.1.1.2. details of any other insurance policy which may also provide insurance cover for the event.

7.1.2. **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.

7.1.3. **You** must report to the police:

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.

Claim forms are readily available and can be obtained from **Your** insurance broker or from **Our** webpage www.cib.co.za.

7.2. **Settlement of Claims**

7.2.1. **We** decide whether **We** want to settle **Your** claim for loss or damage by repairing or replacing or by paying the replacement value (or a combination of the three) less the value of the damaged property, but subject always to the limit of indemnity stated in the **Schedule / Annexure**.

7.2.2. Whether **We** decide to pay, reinstate, replace, or repair, **We** will not be obliged to do so exactly, but only as the circumstances reasonably allow. The principle of indemnity applies to putting **You** in a position equal to what **You** were in, taking all factors into account, but not better or more extensive. **You** cannot profit from a claim, receive double payment or enrich **Your** financial position.

7.2.3. Before, **We** finalise or settle any claim under this **Policy**, **We** may require **You** to sign an agreement of loss.

7.2.4. **We** are entitled to take over and conduct, in **Your** name, the defence or settlement of any claim being made against **You** and will have full discretion in the conduct of any proceedings and in the settlement of any claim against **You** and **You** will give **Us** all such information and assistance as **We** may reasonably require. **We** may at any time pay to **You** the limit of indemnity applicable to any claim being made against **You** or any lesser amount for which **We** can settle such claim and **We** will then have no further liability under this **Policy** in relation to such claim.

7.2.5. All claims will be paid by means of Electronic Funds Transfer (EFT) and all cash settlements will be paid into the account from which the **Policy** premium has been paid unless specifically agreed otherwise by **Us**.

8. OUR RIGHTS AFTER AN EVENT AND SUBROGATION

8.1. On the happening of any event in respect of which a claim is or may be made under this **Policy**, **We** and every person authorised by **Us**, without thereby incurring any liability and without diminishing **Our** rights to rely upon any **Terms and Conditions** of this **Policy**, **We** have the right to:

8.1.1. take, enter or keep possession of any property being the subject of a claim and deal with it in any reasonable manner,

8.1.2. **You** may not dispose of any such property without **Our** consent. This Condition will be evidence of **Your** leave and licence to **Us** to do so. **You** will not be entitled to abandon any property to **Us** whether taken possession of by **Us** or not,

8.1.3. take over and conduct in the defence or settlement of any claim and institute action in **Your** name for **Your** benefit any claim whether for indemnity or otherwise and **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim,

8.1.4. 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,

8.1.5. **You** must do or allow **Us** to do, at **Our** expense, everything that may be necessary, or reasonably required by **Us**, for the purpose of imposing any rights and remedies alternatively obtaining relief or indemnity from other parties to which **We** become entitled or subrogated upon paying for or making good any claim under the **Policy**, whether such acts or things will be or become necessary or required before or after the indemnification by **Us**, to enforce the right to claim on **Your** behalf and in **Your** name. If **You** fail to adhere to the aforesaid, then **You** may lose all benefits under this **Policy** and / or be required to repay Us any benefit that **You** have received,

8.1.6. in respect of any **Section** of this **Policy** under which indemnity is provided for liability to third parties, **We** may upon the happening of any event, pay **You** 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 **We** will thereafter not be under further liability in respect of such event.

8.1.7. When **We** settle a claim, then **Your** rights to claim against other people are automatically transferred to **Us**.

9. CORRECTIVE ACTION

We may after a claim review the terms of this **Policy** with due consideration of any notice period required.

10. PRESCRIPTION PERIODS (TIME LIMITS)

10.1. 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.

10.2. 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**.

11. NON CO-OPERATION FOLLOWING A CLAIM

You must submit all forms and documentation requested by **Us** to enable **Us** to verify and investigate **Your** claim or an event that may result in a claim.

Failure by **You** to comply with **Our** reasonable requests and with the provisions of the **Claims** conditions may result in the rejection of such claim. **You** will be responsible for the costs incurred in **Our** attempts to process such claim.

12. RECOVERY

12.1. 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.

12.2. **We** will pay for the reasonable cost in identifying such property.

12.3. 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.

12.4. If the property was successfully recovered then **We** will be the rightful owner of the property.

13. AMOUNTS PAYABLE BY YOU

You will be liable for the Excess amount.

The "Excess" is the amount **You** must pay before **We** settle any claim. The **Policy / Schedule / Annexure** will show whether an Excess applies. If the Excess is based on a percentage of the loss or damage, the percentage will be applied to the gross amount of the loss or damage that has occurred.

13.1 A basic Excess is payable on each and every claim unless indicated otherwise on the **Schedule / Annexure**,

13.2 Where a claim arises under more than one **Section** of this **Policy**, the Excess payable by **You** for each and every **Section** will apply. Where more than one Excess is payable by **You**, under a specific **Section**, only the largest Excess will apply – unless indicated otherwise on the **Schedule / Annexures**.

13.3 An additional Excess may be applicable if indicated in the **Schedule**. The total Excess will be calculated by adding together the basic and additional Excesses and then deducting the sum of these Excesses from the gross claim amount. Additional Excesses mean voluntary as well as compulsory Excesses such as age Excess or similar Excesses stated in the **Schedule**.

14. FRAUDULENT, WILFUL, DELIBERATE OR RECKLESS ACTS

All rights of indemnity under the **Policy** will be forfeited if any claim is:

14.1 in any respect fraudulent; or

14.2 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**; or

14.3 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

14.4 or if any event is occasioned by **Your** wilful, deliberate or reckless acts or participation, or

14.5 the quantum of a claim is deliberately exaggerated by **You** or anyone acting on **Your** behalf.

We will be entitled to cancel **Your Policy** with immediate effect in all instances of fraudulent, wilful, deliberate, or reckless acts.

15. REINSTATEMENT OF COVER AFTER LOSS

In consideration of sums insured not being reduced where appropriate by the amount of any loss, **You** will 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.**

16. 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.

17. NO RIGHTS TO OTHER PERSONS - UNLESS OTHERWISE PROVIDED:

17.1 Nothing in this **Policy** will give any rights to any person other than **Yourself**.

17.2 Any extension providing indemnity to any person other than **Yourself** will not give any rights of claim to such person, the intention being that **You** will claim on behalf of such person.

17.3 Receipt by **You** will in every case be full discharge by **Us**.

18. COLLECTIVE INSURANCES

If this insurance is a collective insurance then the following amendment is made to General Condition headed Claims **You** must supply the lead insurer on behalf of such collective insurers such proofs, information and sworn declarations as the collective insurers may require and forward to the lead insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against **You** in connection with the event giving rise to the claim" and General Condition headed Our Rights After an Event and Subrogation is substituted by the following:

8. COMPANY'S RIGHTS AFTER AN EVENT AND SUBROGATION

8.1.1. take, enter, or keep possession of any property being the subject of a claim and deal with it in any reasonable manner,

8.1.2. **You** may not dispose of any such property without the lead insurer's consent. This Condition will be evidence of **You**r leave and licence to the lead insurer to do so. **You** will not be entitled to abandon any property to the lead insurer whether taken possession of by them or not,

8.1.3. take over and conduct in the defence or settlement of any claim and institute action in **Your** name for **Your** benefit any claim whether for indemnity or otherwise and the lead insurer will have full discretion in the conduct of any proceedings and in the settlement of any claim,

8.1.4. 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 the lead insurer at **Your** expense, and any injured person will as often as required by the lead insurer submit to medical examination at their expense. The lead insurer will in the case of death be entitled to have a post mortem examination performed.

8.1.5. **You** must do or allow the lead insurer to do, at their expense, everything that may be necessary, or reasonably required by the lead insurer, for the purpose of imposing any rights and remedies alternatively obtaining relief or indemnity from other parties to which the lead insurer would become entitled or subrogated upon paying for or making good any claim under the **Policy**, whether such acts or things will be or become necessary or required before or after the indemnification by them, to enforce the right to claim on **Your** behalf and in **Your** name. If **You** fail to adhere to the aforesaid, then **You** may lose all benefits under this **Policy** and / or be required to repay the lead insurer any benefit that **You** have received,

8.1.6. in respect of any **Section** of this **Policy** under which indemnity is provided for liability to third parties, the lead insurer may upon the happening of any event, pay **You** 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 lead insurer will thereafter not be under further liability in respect of such event,

8.1.7. when the lead insurer settles a claim, then **Your** rights to claim against other people are automatically transferred to the lead insurer.

19. CONSTRUCTION REQUIREMENTS, STATUTORY LAWS AND MAINTENANCE

You warrant that **You** comply with all laws, regulations, by-laws and rules that apply to **Your Business** or for any other cover provided in this **Policy**.

It is a Condition of this **Policy** that any construction on **Your Insured Property** conforms to all relevant laws of the Republic of South Africa inclusive of laws and / or regulations of countries that fall within the approved territorial limits of this **Policy** for example, National building regulations, NHBRC regulations, municipal by-laws (however not limited to these examples).

19.1 **We** require that:

19.1.1 **You** comply with all the relevant laws, by-laws, statutory regulations and best practises that may be applicable to **Your** nature of **Business** / activities.

19.1.2 Buildings and structures be built in accordance with the relevant legislation to which it is subject.

19.1.3 **You** maintain buildings and service all tools, machinery and equipment used in a sufficient condition according to the manufacturer's specifications to ensure that they are in a proper working condition at all times.

19.1.4 All generators, gas, electric fences and other similar electrical installations be performed by qualified personnel and **You** must receive a certificate of compliance for all of these installations and others that are required by law.

We may require that **You** provide evidence in support of the above requirements it being understood that **Your** failure to comply with the regulations and / or laws construction requirements, statutory laws and maintenance may result in **Your** claim not being paid.

20. ILLEGAL USE AND / OR OCCUPATION OF INSURED PROPERTY

In the event of any occupation of or use of **Your** premises that results directly or indirectly from the contravention of any laws of the Republic of South Africa inclusive of laws and / or regulations of countries that falls within the approved territorial limits of this **Policy**, for example: public policy, municipal by-laws (however not limited to these examples) will result in cover being suspended from the date of such occupation or use.

If **We** allege that, by reason of illegal use and / or occupation of **Insured Property**, loss or damage is not covered the burden of proving the contrary will rest upon **You**.

21. CONFISCATION AND FORFEITURE

We will not be liable for any loss, damage, costs or expenses directly or indirectly arising from detention, seizure, confiscation, forfeiture, impounding or requisition carried out by customs, SA Police Services, Crime prevention units or other duly authorised / lawfully constituted officials or authorities.

22. LAW AND LEGAL JURISDICTION

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.

22.2. This **Policy** will be governed by and interpreted in accordance with the laws of South Africa.

22.3. All disputes arising out of or in connection with this **Policy** will fall to the exclusive jurisdiction of the Courts of the Republic of South Africa.

23. COVER PROVIDED BY THIS POLICY

No cover will be provided if the premium for this **Policy** has not been received asmentioned under General Condition headed **Payment of Premium**.

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**:

23.1. has no monetary amount next to it or is left blank, or

23.2. has been filled in as “nil”, or

23.3. has been filled in as “not applicable”.

24. WARRANTIES / NOTES / ENDORSEMENTS

Cover is subject to the warranties as stated in the **Schedule and / or Annexure and / or Addendum** to the **Schedule**.

24.1 A warranty is a statement or a condition which is an essential element of the contract and which therefore determines the validity of the contract. It must consequently be strictly observed and complied with.

24.2 If **You** fail to comply with warranties, or if **You** provide incorrect facts, it may result in a claim being rejected, or the **Policy** being cancelled from that date or later.

25. TERRITORIAL LIMITS

Unless stated otherwise in the **Policy Sections** / **Schedule and / or Annexure** the territorial limits are noted as:

26.1. The Republic of South Africa,

26.2. Namibia,

26.3. Botswana,

26.4. Lesotho,

26.5. Eswatini,

26.6. Zimbabwe,

26.7. Malawi,

26.8. Mozambique, and

26.9. Zambia.

27. ACTIONS OF CONSULTANTS

You may not without **Our** consent accept responsibility for actions or failures, errors or errors in judgement of any consultant practicing in any professional discipline not included in the **Business**, whether or not the fees accruing to such consultant are included in the declaration of fees as provided for in General Condition headed Adjustment of Premium.

28. RIGHTS OF RECOURSE

We strictly prohibit the waiving of rights of recourse. **You** must not waive **Your** right of recourse against any party under any circumstances. If this occurs, **You** may forfeit **Your** right to claim or to be indemnified for any claim in terms of this **Policy** in terms of which **We** may have a right of recourse.

29. RESPONSIBILITIES OF OTHERS

You warrant that **Your** employees, members, partners, directors, principals, or user of any **Insured Property** or any other person or entity over which **You** exercise control, will comply with the **Terms and Conditions** contained in the **Policy** / **Schedule** / **Annexure** as the case may be and agree that in the absence of such compliance, **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**.

30. SUSPENSION OF INSURANCE COVER

We may at **Our** option (subject to the **General Condition** headed **Cancellation**) suspend cover relative to any **Section** of the **Schedule** to this **Policy** inclusive of but not limited to:

30.1. **You** failing to comply with any statutory or building requirement to which this **Policy** is subject,

30.2. any condition to which the **Policy** may be subject to in writing or endorsement by **Us** and thereafter directed to **You** or an appointed representative of **Yours**.

GENERAL EXCLUSIONS

No cover is provided in terms of the following:

1. WAR, RIOT AND TERRORISM

1.1. This **Policy** does not cover loss of or damage to property related to or caused by:

1.1.1. 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 aforegoing,

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

1.1.3.

1.1.3.1. 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,

1.1.3.2. insurrection, rebellion, or revolution,

1.1.4. 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,

1.1.5. 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,

1.1.6. any attempt to perform any act referred to in clause (1.1.4.) or (1.1.5.) above,

1.1.7. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (1.1.1.), (1.1.2.), (1.1.3.), (1.1.4.), (1.1.5.) or (1.1.6.) above.

If **We** allege that, by reason of clause (1.1.1.), (1.1.2.), (1.1.3.), (1.1.4.), (1.1.5.) or (1.1.6.) of this Exclusion, loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

1.2. 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 l976) or any similar Act operative in any of the territories to which this **Policy** applies.

1.3. Regardless of any provision of this **Policy** inclusive of any Exclusion or Extension or other provision not included herein which would otherwise override a General Exclusion, 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 Exclusion (1.3.) an act of terrorism is inclusive of, 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 inclusive of 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 **We** allege that, by reason of clause (1.3.) of this Exclusion, loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

2. NUCLEAR RISKS

DEFINITIONS

For the purpose of this exclusion the below mentioned definitions bear reference and apply:

High Radioactivity Zone or Area	means: 1. for nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (inclusive of its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and 2. for non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.
Nuclear Material	**Nuclear Fuel**, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of **Nuclear Fission** outside a **Nuclear Reactor**, either alone or in combination with some other material; and **Radioactive Products** or **Waste** .
Nuclear / Radioactive Products / Waste	means: 1. any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of **Nuclear Fuel** but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose, and 2. radioactive products / waste as stated in (1.) above.
Nuclear Installation	means: 1. any **Nuclear Reactor**, 2. any factory using **Nuclear Fuel** for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, inclusive of any factory for the reprocessing of irradiated **Nuclear Fuel**, and any facility where **Nuclear Material** is stored.
Nuclear Reactor	means any structure containing **Nuclear Fuel** in such an

	arrangement that a self-sustaining chain process of **Nuclear Fission** can occur therein without an additional source of neutrons.
Nuclear Fission	means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
Nuclear Fusion	means a nuclear reaction in which atomic nuclei of low atomic number fuses to form a heavier nucleus with the release of energy.
Nuclear Radiation	means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
Nuclear Fuels	means a substance that will sustain fission chain reaction so that it can be used as a source of nuclear energy.
Nuclear Explosives	means an explosive involving the release of energy by **Nuclear Fission** or **Nuclear Fusion**, or both.
Nuclear Weapon	means a nuclear device designed, used or usable for inflicting bodily harm or **Property** damage.
Production, Use or Storage of Nuclear Material	means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling, and disposal of **Nuclear Material**.
Property	For the purpose of this exclusion: means all land, buildings, structures, plant, equipment, vehicles, contents (inclusive of but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

2.1. this **Policy** does not cover:

2.1.1. loss or destruction of or damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,

2.1.2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from ionising radiations or contamination by radio-activity from any **Nuclear Fuel** or from any **Nuclear Waste** from the combustion of **Nuclear Fuel**.

For the purpose of this Exclusion only, combustion will be inclusive of any self-sustaining process of **Nuclear Fission**.

2.2. the indemnity provided by this **Policy** will not apply to nor be inclusive of any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from **Nuclear Weapons** material.

Regardless of any other cause or event contributing concurrently or in any other sequence to the loss this **Policy** does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to, by or arising from:

2.2.1. ionising radiation or contamination by radio-activity from any **Nuclear Fuel** or from any **Nuclear Waste** from the combustion or use of **Nuclear Fuel**,

2.2.2. **Nuclear Material**, **Nuclear Fission** or **Nuclear Fusion**, **Nuclear Radiation**,

2.2.3. **Nuclear Explosives** or any **Nuclear Weapon**,

2.2.4. **Nuclear Waste** in whatever form.

For the purpose of this Exclusion only, combustion will be inclusive of any self-sustaining process of **Nuclear Fission**.

3. COMPUTER LOSSES, DATA AND CYBER INCIDENTS

General Exclusion applicable to this **Policy** insuring loss of or damage to property or the consequences of damage to property or any liability.

For the purpose of this exclusion the below mentioned definitions bear reference and apply:

Cyber Incident	means: 1. unauthorised or malicious acts regardless of time and place, or the treat or hoax thereof, 2. **Malware** or any **Similar Mechanism**, 3. operator or programming error whether by **You** or anyone else, 4. any unintentional or unplanned outage (totally or partially) or any malfunction of **Your Computer System,** affecting access to, processing of, use of or operation of any **Computer System** or any **Electronic Data** by any person.
Computer System	means: 1. any computer, hardware (or the components thereof), software, microchip, information technology, operating and communications system, electronic device (inclusive of, but not limited to, smart phones, laptops, tablets, wearable devices), server, cloud, or microcontroller inclusive of any similar system or integrated circuit or similar system, or 2. any configuration of the aforementioned used in any device and inclusive of any associated input, output, **Electronic Data** storage device, networking equipment, or back up facility, owned or operated by **You** or any other party.
Electronic Data	means facts, concepts, code or any other information of any kind usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment inclusive of programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Insured Perils	means fire, explosion, lightning, earthquake, storm, wind, water, hail, snow, aircraft or other aerial devices dropped therefrom, impact by animals, trees, aerials, satellite dishes or vehicles.
Malware and Similar Mechanism	means any programme code, programming instruction or other set of instructions constructed with the purpose or ability to damage, interfere with or otherwise adversely affect **Computer Systems**, computer programmes, data files, Electronic Data or operations (inclusive of but not limited to Virus, Trojan Horse, Logic Bombs or Denial of Service Attack.

Regardless of any provision of this **Policy** inclusive of any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this **Policy** does not cover:

1. any loss of or damage to property whatsoever (including a **Computer System**),

2. any legal liability of whatsoever nature,

3. any cost or expenses, fines or penalties of whatsoever nature,

4. any consequential loss, including business interruption losses,

5. any damage to or loss, destruction, distortion, erasure, corruption or alteration of **Electronic Data** of whatsoever nature and howsoever arising including the consequences resulting therefrom,

directly or indirectly caused by or contributed to by, resulting from, arising out of or in connection with:

A. a **Cyber Incident**,

B. the incapacity or failure of any **Computer System**, correctly or at all:

1. 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

2. 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

3. to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and / or program, or

4. to capture, save, retain or to process any data as a result of Malware and Similar Mechanisms.

This General Exclusion will not apply to accidental, physical, sudden and unforeseen damage to and / or loss or destruction of the **Insured Property** (excluding **Electronic Data**) caused by an **Insured Peril** directly occasioned due to a **Cyber Incident**, however business interruption losses resulting therefrom are excluded.

If **We** allege that loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

4. ASBESTOS EXCLUSION

Regardless of any provision stated in this **Policy** inclusive of any Exclusion, Extension or other Provision which would otherwise override a General Exclusion, 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.

5. CONSEQUENTIAL OR INDIRECT DAMAGE AND / OR LOSS

Subject to the basis of indemnification of the **Section**, **We** will not provide cover to **You** for consequential or indirect loss or damages of any kind or description whatsoever, inclusive of loss of market value or depreciation other than those specifically stated to be included in this **Policy** or where **We** have agreed otherwise.

6. MATERIAL DAMAGE AND / OR LOSS

This **Policy** does not cover loss (consequential or otherwise) or damage directly or indirectly arising out of, caused by attributed to or resulting from:

6.1. wear and tear,

6.2. depreciation,

6.3. rust,

6.4. corrosion,

6.5. mildew,

6.6. moth,

6.7. vermin,

6.8. insects,

6.9. animals,

6.10. any gradually operating cause,

6.11. process of dying,

6.12. cleaning,

6.13. renovating,

6.14. the action of light or atmospheric conditions.

7. PRE-EXISTING LOSS / DAMAGE

This **Policy** does not cover pre-existing losses and / or damage to any **Insured Property**.

8. INFECTIOUS AND / OR CONTAGIOUS DISEASE, EPIDEMIC AND / OR PANDEMIC EXCLUSION

Regardless of anything contained to the contrary, this **Policy** excludes any claim for loss (howsoever arising), damage (inclusive of consequential damages), compensation, liability, costs, expenses, fines, penalties or any other amount ("**Claim**") directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following, inclusive of any fear or threat thereof, whether actual or perceived:

8.1. Any infectious or contagious disease, virus, bacterium or other micro-organisms (whether asymptomatic or not),

8.2. The Coronavirus (COVID 19) inclusive of any mutation or variation thereof, or

8.3. Any epidemic and / or pandemic infectious and / or contagious disease as declared as such by the World Health Organisation or any appropriate local, national, governmental, or international body, agency or authority (collectively referred to as "**Authority**").

For the purpose of this exclusion, a **Claim** is inclusive of but not limited to:

8.3.1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any **Authority**,

8.3.2. any travel advisory or warning being issued by any **Authority**,

8.3.3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently),

8.3.4. any action / prohibition / restriction issued by any **Authority** or promulgated by law, inclusive of but not limited to the prevention or restriction of access to, or use of premises / buildings / facilities or the inference with the **Business**,

8.3.5. any loss due to interruption to or interference with the **Business,**

8.3.6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.

9. SANCTIONS EXCEPTION

9.1. **We** will not provide cover and will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9.2. **We** have the right, at **Our** own discretion, not to provide cover or to void and / or cancel the **Policy**, any **Section** and / or item upon **Your** disclosure of such activities as mentioned in (11.1.) above, or in instances where **We** become aware of any breach of this Sanctions Exception.

GENERAL PROVISIONS
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 offered under each **Section** of this **Policy** is inclusive of costs reasonably incurred by **You** in producing and certifying any particulars or details required by **Us** in terms of General Condition headed Claims or to substantiate the amount of any claim, provided that **Our** liability for such costs in respect of any one claim will not exceed the amount stated in the **Schedule / Annexure**.

2. PAYMENTS ON ACCOUNT

In respect of any **Section** where amounts recoverable from **Us** are delayed pending finalisation of any claim, payments on account may be made to **You**, if required and will be at **Our** discretion.

3. MEMBERS

Wherever the word "director" is used it is deemed to be inclusive of "member" if **Your Business** is that of a close corporation or "partner" if **Your Business** is that of a partnership.

4. MEANING OF WORDS

The **Schedules / Annexures / Addendum** and any Endorsements thereto and the **Policy** must be read together and any word or expression to which a specific meaning has been given in any part thereof will bear such meaning wherever it may appear.

5. POLICY INTERPRETATION

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.

6. HOLDING COVERED

If **We** are holding covered on a risk, then **We** will not reject a claim on the basis that the premium has not been agreed.

In respect of items being subject to the hold covered arrangement as described in the insurance proposal, it is hereby warranted that:

6.1. no claim has occurred should "Hold covered" be given retrospectively and that no such claim will be paid if **We** are not advised of such claim,

6.2. the acceptance of the "Hold covered" agreement by **You** and / or Intermediary / Agent authorises **Us** to verify all previous insurance details with other Financial Institutions as well as to perform a Credit Check with all major Credit Information Companies,

6.3. cover is subject to a Signed Proposal Form inclusive of all Bona Fide information, Satisfactory Survey Report where requested / Credit Report as well as previous claims experience,

6.4. premium payable by **You** to **Us** will commence from the agreed "Hold covered" date, and
6.5. subjected to all the Terms & Conditions of **Our Policy / Schedule / Annexure**.

7. SECURITY FIRMS

If an employee of a security firm employed by **You** under a contract:

7.1. causes loss or damage, then **We** will agree that:

7.1.1. if stated in the terms of the said contract that **You** may not claim against the said security firm, that:

7.1.1.1. **We** will not exercise **Our** rights of recourse against the said security firm, furtherthat,

7.1.1.2. **We** will not raise as a defence to any valid claim submitted under any Section or sub-section of

this **Policy** that **Our** rights have been prejudiced by the terms of any contract entered into between **You** and any security provider relating to the protection of the **Insured Property**.

8. VALUE ADDED TAX

All monetary amounts stated in this **Policy** are deemed to be Value Added Tax (VAT) inclusive amounts at the agreed percentage applicable in terms of the Vat Act (RSA) as amended from time to time, unless such amounts are not deemed to be VAT inclusive in terms of the VAT Act (RSA) as amended from time to time.

Value-Added Tax is commonly known as VAT. VAT is an indirect tax on the consumption of goods and services in the economy. Revenue is raised for government by requiring certain businesses to register and to charge VAT on the taxable supplies of goods and services. These businesses become vendors that act as the agents for government in collecting VAT.

Please note:

8.1. VAT will be dealt with in accordance with the Value-Added Tax Act No 89 of 1991 [VAT Act] "the VAT act" with particular reference to VAT treatment of specific suppliers in the Short-Term Insurance Industry.

8.2. In terms of a ruling issued by the Commissioner (SARS), the **Schedule** together with proof of payment constitutes an alternative to a tax invoice, debit note or credit note as contemplated in Section 20(7) and 21(5) of the VAT Act respectively and supersedes any **Schedule** or renewal notice issued by **Us** for this purpose; therefore, kindly ensure that, for the purpose of deducting VAT ("input tax") from SARS in relation to **Your** premium payment that **You** are in possession of the **Schedule**, together with proof that the premium has been paid e.g. bank statements.

9. RISK SURVEYS

We will be permitted, but not obliged, to inspect **Your** property 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.

You are reminded of the General Condition headed Duty to Take Reasonable Steps and Precautions and **Your** ongoing responsibilities to ensure compliance therewith.

When considered necessary, reasonable risk improvement requirements will be imposed by **Us**, subject to the relevant prescribed time frames, if applicable. Risk requirements need to be adhered to in order to ensure that insurance cover is in effect at the time of an event giving rise to a claim in terms of the **Policy**.

Any non-compliance with risk requirement measures will result in **Your** forfeiture to claim hereunder.

10. 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.

11. INTEREST ON PAYMENTS

No interest will be payable on any amount due by **Us** in terms of this **Policy** unless a Court of Law orders otherwise.

12. HEADINGS

Headings included in this **Policy** should not be read in isolation.

13. EXAMPLES / SCENARIOS

Where examples / scenarios have been provided in this **Policy** it is meant for information/ training purposes only. Some technical accuracy might have been sacrificed for ease of explanation and cannot be used for legal interpretation.

14. AVERAGE (UNDER INSURANCE)

If the **Insured Property** 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 **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition where such Average Clause is applicable.

The example below, illustrates how **We** will calculate the settlement amount of a claim taking into consideration the principal of Average:

Item insured amount (as provided by client or broker)	-	R100 000.00
Loss and / or damage amount claimed	-	R 50 000.00
Actual Value of Item (post "Loss")	-	R150 000.00

Amount settled:

$$\frac{\text{R100 000.00} \times \text{R50 000.00}}{\text{R150 000.00}}$$

Total:	R33 333.33
Less excess:	R 1 000.00
Total settlement amount:	R32 333.33

PART 3

SECTION 1: ELECTRONIC EQUIPMENT

DEFINITIONS
For the purpose of this **Section** the below mentioned definitions bear reference and apply:

Accident (Applicable to Increased Cost of Working as provided for under Sub Section B – Consequential Loss)	means : 1. sudden and unforeseen physical loss of or damage to the **Insured Property** described in the **Schedule** from any cause as provided for under Sub-Section A – Material Damage of this **Policy**, 2. sudden and unforeseen physical loss of or damage causing failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than: 2.1. **Your** deliberate act or the deliberate act of any supply authority, 2.2. drought or shortage of fuel at any electricity utility. Special conditions applicable to failure of the public supply of electricity: 2.3. **Our** liability will not exceed the sum insured by Sub-Section B – Increased Cost of Working, 2.4. the indemnity period will commence 12 hours after the failure and end not later than 30 days after such failure.
Indemnity Period	means the period beginning with the commencement of damage and ending not later than the number of months stated in the **Schedule** during which the results of the **Business** are affected in consequence of damage.
Market Value	The current day purchase price of second hand /used property of equal performance and / or capacity to the property lost or damaged and of substantially similar condition where no similar property is available, **Market Value** will be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing: 1. 20% for the first year after the date of purchase, and 2. 10% per year for each succeeding year. Subject always to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property.

New Insured Property	1. New property will mean property purchased no more than 7 years (or such extended period as may be approved by **Us** in writing) prior to the insured event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured. 2. In respect of **Insured Property** not provided for in (1) above, the basis of indemnification will be the market value of the property insured immediately before the loss or damage. At **Our** option, the **Insured Property** will be regarded as totally destroyed if the repair costs as defined in (1) above equal or exceed its market value immediately before the damage.
Portable Electronic Devices	means a device that is capable of storing, processing and transmitting data, which is small enough to be carried by hand, for example: Laptops, Kindles, iPads and other tablet devices, excluding Cellular Telephones.
Limit of Indemnity	means **Our** liability will not exceed the amounts specified in the **Schedule** (relating to Sub-Section B- Consequential Loss) in respect of any one **Accident** or series of **Accidents** arising out of or in connection with any one event. In the event of the payment by **Us** of any sum or sums in discharge of **Our** liability in terms of Sub-Section B, the sum insured will automatically be reinstated for the remainder of the current **Period of Insurance**. **You** will pay **Us** the additional premium required which will be a pro rata calculation from the day of the **Accident** to the end of the **Period of Insurance**.

SUB-SECTION A – MATERIAL DAMAGE

COVER PROVIDED

We will indemnify **You** for accidental, sudden and unforeseen physical loss / damage to the **Insured Property** described in the **Schedule** from any cause not hereinafter excluded whilst:

1. at work or at rest anywhere within that part of the building occupied by **You** at the insured premises described in the Schedule,

2. in transit inclusive of loading and unloading or whilst temporarily stored at any premises en route,

3. temporarily removed from that part of the building occupied by **You** at the insured premises described in the **Schedule** to any other building.

Regardless of anything contained to the contrary in the **Policy**, the cover provided in respect of **Portable Electronic Devices** that are temporarily located outside of the territorial limits specified in the **Policy** will be worldwide.

SPECIFIC CONDITIONS TO SUB-SECTION A (MATERIAL DAMAGE)

1. HIRE PURCHASE / FINANCE AGREEMENTS

Where **We** have knowledge of the **Insured Property** or any individual item thereof being the subject of a suspensive sale or similar agreement, payment hereunder will be made to the owner described therein whose receipt will be a full and final discharge to **Us** in respect of loss or damage indemnifiable by this Sub Section.

SPECIFIC EXCLUSIONS TO SUB-SECTION A (MATERIAL DAMAGE)

We will not be liable to indemnify **You** irrespective of the original cause in respect of:

1. the first amount payable as stated in the **Schedule** in respect of Sub-Section A (Material Damage), of each and every event giving rise to a claim. Where more than one item of **Insured Property** suffers physical loss or damage in any one event, the first amount payable will be the highest single amount applicable to such **Insured Property**,
2. any derangement unless accompanied by physical damage otherwise covered by this **Section**,
3. any loss or damage recoverable in terms of any maintenance and / or leasing agreement effected by or on **Your** behalf covering the **Insured Property**,
4. any faults or defects known to **You** (or **Your Responsible** employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to **Us** or any consequences thereof,
5. any wastage of material or similar or wearing out of any part of the **Insured Property** caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature,
6. any parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits if such parts are damaged as a result of physical loss or damage as provided for by this Sub-Section to other parts of the **Insured Property**, then **We** will indemnify **You** for the residual value prior to the loss of such exchangeable parts,
7. any costs of reproducing data and / or programmes whether recorded on cards, tapes, discs or otherwise unless specifically provided for in Sub-Section B hereof,
8. any loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein.
9. any loss:
   - 9.1. by theft or by disappearance of the **Insured Property** other than **Portable Electronic Devices** unless accompanied by forcible and violent entry into or exit (or any attempt thereat) from that part of the building occupied by **You** at the insured premises described in the **Schedule** or as a result of theft or any attempt thereat, following violence or threat of violence,
   - 9.2 of the **Insured Property** by theft during transit or whilst temporarily removed from the insured building unless identifiable by the insured with a specific incident which has been immediately reported to **Us** and the police,
   - 9.3 of the **Insured Property** by theft from any unattended vehicle in the **Your** custody or control or any of **Your** principals, partners, directors or employees unless the property is:
     - 9.3.1 contained in a completely closed and securely locked vehicle, and
     - 9.3.2 completely concealed from the view of passer-by's, or
     - 9.3.3 the vehicle itself is housed in a securely locked building, and
     - 9.3.4 entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit,
     - 9.3.5 in the case of 4x4 and light delivery vehicles the Specified Property must be concealed as far as possible and entry must be visible, forcible or violent,
     - 9.3.6 the use of car lock "jamming" devices, that prevents **Your** vehicle from locking, will not constitute visible, forcible or violent entry.
10. **We** will not indemnify **You** for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm or other cyber related / similar destructive media losses.

11. the dishonesty of any of **Your** principals, partners, directors or employees whether acting alone or in collusion with others or any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** property).

12. **Insured Property** covered by any guarantee, manufacturer's warranty or service contract.

13. The costs of any alteration, addition, improvement or overhaul carried out at the time of repair.

BASIS OF INDEMNIFICATION

The indemnity by this Sub-Section A – Material Damage subject always to the sums insured contained in the **Schedule** or any specific limit of liability contained in this Sub-Section A – Material Damage, will be as hereinafter provided and as appropriate inclusive of:

1. dismantling,
2. re-erection,
3. transportation,
4. removal of damaged **Insured Property** (but less the value of the remains) and, where applicable,
5. importation duties and value added tax.

1. PARTIAL LOSS

If the **Insured Property** suffers damage that can be repaired, the basis of indemnification will be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order provided that:

1.1. the value of damaged parts which can be used will be deducted,

1.2. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section,

1.3. if, without **Our** consent, temporary repairs are carried out by **You** 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 **Us**. 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 consequence arising therefrom will be for **Your** account,

1.4. where the damage is restricted to a part or parts of an insured item, **We** will not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured.

2. TOTAL LOSS

2.1. In cases where the **New Insured Property** is totally lost or destroyed, the basis of indemnification will be the cost of replacing or reinstating on the same site new property of equal performance and / or capacity or, if such be impossible, its replacement by new property having the nearest equivalent performance and / or capacity to the property lost or damaged provided always that:

2.1.1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements, subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the **Market Value** of the **Insured Property** immediately before the damage will be made,

2.1.2. until expenditure has been incurred by **You** in replacing or reinstating the **Insured Property**, then **We** will not be liable for any payment in excess of the amount which would have been payable if these Conditions had not been incorporated herein,

2.1.3. these Conditions will be without force or effect if:

2.1.3.1. **You** fail to intimate to **Us** within 6 months of the date upon which the damage occurred

(or such further time as **We** may in writing allow) their intention to replace or reinstate the **Insured Property**,

2.1.3.2. **You** are unable or unwilling to replace or reinstate the **Insured Property** on the same or another site,

2.1.4. at **Our** sole option, following commercial and technical appraisal by **Our** representative, the period referred to in the definition of **New Insured Property** may be extended (on an annual basis from the Renewal Date reflected in the **Schedule**) subject always to such extension of period being admitted by memorandum to this **Section**.

AVERAGE (UNDER INSURANCE)

In respect of (1) and (2) referred to in the definition of **New Insured Property**, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the **Insured Property** had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable proportion of the loss or damage accordingly. Each item of this **Policy** (if more than one) to which these Conditions apply will be separately subject to this Average Condition.

SPECIFIC EXTENSIONS – TO SUB-SECTION A (MATERIAL DAMAGE)

1. FIRE BRIGADE CHARGES

If any public authority empowered to do so will charge the insured with any costs arising from their activities in dealing with the consequences of an insured peril having operated, such costs will be deemed to be damage to the **Insured Property** and will be payable in addition to any other payment for which **We** may be liable in terms of this insurance.

2. ARCHITECTS' AND OTHER PROFESSIONAL FEES

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed 15% of the total amount of the claim but will not include expenses incurred in connection with the preparation of **Your** claim.

3. CLEARANCE COSTS

Costs necessarily and reasonably incurred by **You** in respect of demolition or dismantling of property and / or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such property, provided that the total amount recoverable does not exceed 15% of the total amount of the claim.

4. POWER SURGE

We will indemnify **You** for accidental damage to items as insured under Sub Section A – Material Damage of the **Policy**, following a sudden and unexpected event caused by power surge (including loadshedding).

Provided that:

4.1. in the event that electricity is merely withheld (other than by loadshedding), then there will be no cover in place under this Extension,

4.2. the cover afforded under this Extension becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored.

WARRANTY

1. LIGHTNING / POWER SURGE WARRANTY

It is warranted that there will be no cover under this **Policy** for loss or damage arising from direct or indirect lightning / power surge or fluctuations in the power supply voltage unless SABS approved surge arrestors are installed at the risk address containing **Insured Property** on all data lines, power supply plugs and to electrical distribution boards.

LINKED BURGLAR ALARM WARRANTY
(if stated to be applicable in the Schedule)

If **We** require that a linked burglar alarm system must be installed at the premises containing **Insured Property** described in the **Schedule**, **We** will only indemnify **You** for theft and burglary if the premises is protected by a linked burglar alarm system and the linked burglar alarm system is made fully operative at all times when the premises is **Unoccupied.**

It is further warranted that:

1. the linked burglar alarm system will protect all access points such as doors and windows by means of magnetic contact points / switches or motion detectors and that none of the motion detectors of the required burglar alarm system are obstructed or bypassed,

2. the contract agreement between **Yourself** and the alarm company / supplier must be inclusive of a 24 hour monitored armed response service,

3. the linked burglar alarm system must be maintained in a full operational condition at all times under the obligations of contract with the alarm company / supplier and the responsibility will rest upon **You** to ensure that the burglar alarm system is operational and maintained at all times,

4. in the event of a claim, **We** hold the right to request from **You** or the alarm company / supplier confirmation of installation, maintenance, activation records and incident reports,

5. this insurance will not cover loss of or damage to the premises containing **Insured Property** following : -

    5.1. the use of the arming / disarming code of the alarm panel or remote control unit of the burglar alarm system, or

    5.2. any duplicate thereof belonging to **You** unless such code or remote control has been obtained by any means of violence.

In any action suit or other proceedings where **We** allege that by any reason that the burglar alarm system is not fully operational or not activated when the premises containing **Insured Property** was left **Unoccupied** the burden of proving the contrary will rest on **You**.

SUB-SECTION B – CONSEQUENTIAL LOSS

COVER PROVIDED

The insurance provided by this Sub-Section will be subject to the **Limits of Indemnity** stated in the **Schedule** and will be inclusive of,

1. INCREASED COST OF WORKING

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by **You** during the **Indemnity Period** in consequence of the **Accident** for the sole purpose of avoiding or diminishing the interruption of or interference with **Your** normal **Business** less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** as may cease or be reduced in consequence of the **Accident**.

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

1.1 the cover provided for in item 2 headed Reinstatement of Data / Programmes of this Sub-Section B – Consequential Loss,

1.2 the intrinsic value (inclusive of reinstatement value) of the **Insured Property** by Sub-Section A - Material Damage of this **Policy**.

Provided that the **Limit of Indemnity** for any one occurrence will not exceed R10 000 or such additional amount stated in the **Schedule**.

2. REINSTATEMENT OF DATA/PROGRAMMES

We will indemnify **You** for costs and expenses necessarily and reasonably incurred by **You** for the reconstitution or recompilation of data and / or programmes recorded on or stored in data-carrying media which are lost as a result of accidental erasure (which will include the events stipulated under the cover provided for Sub-Section A – Material Damage of this **Policy**) or by theft or by the deliberate wilful or wanton intention of causing the cancellation or corruption of data or programmes as provided for in the Sub-Section A – Material Damage of this **Policy**, provided that:

2.1. the indemnity will not extend to nor include such costs incurred due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes,

2.2. in respect of each and every event or series of events arising out of or in connection with one original cause or source indemnifiable by this item, then **You** will bear the amount stated in the **Schedule** as the first amount payable,

2.3. where **You** elect to insure programmes (software), a schedule of such programme will be lodged with **Us** at the commencement of each **Annual Period**.

The **Limit of Indemnity** for any one occurrence will not exceed R10 000 or such additional amount stated in the **Schedule**.

SPECIFIC CONDITION: TO SUB SECTION B – CONSEQUENTIAL LOSS

1. REINSTATEMENT

Regardless of anything contained to the contrary in this Sub-Section B – Consequential Loss, it is hereby declared and agreed that, in the event of any interruption following loss or damage being aggravated by **You** being unable or unwilling to replace or reinstate **Insured Property** destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time, or addition, alteration or improvements being effected to the **Insured Property** on the occasion of its repair, that **Our** liability will be related solely to the business interruption which would have arisen in the absence of the provisions stipulated in this Reinstatement Condition.

SPECIFIC EXCLUSIONS: TO SUB-SECTION B – CONSEQUENTAIL LOSS

We will not indemnify **You** for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with:

1. the action of any computer virus, Trojan or worm or other cyber related / similar destructive media losses,
2. fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature,
3. loss of profit or consequential loss of whatsoever nature unless specifically provided for in terms of this **Policy**.

SPECIFIC EXTENSIONS: APPLICABLE TO ALL SUB SECTIONS

1. CAPITAL ADDITIONS AND CURRENCY FLUCTUATIONS

The indemnity by this **Policy** will include:

1.1. additional equipment or programmes purchased by **You** of a similar nature to that specified in the **Schedule**, provided that, in respect of loss or damage due to electrical, mechanical or electronic breakdown or explosion,

the insurance will only commence after satisfactory completion of installation or commissioning/ testing and put into use at **Your** premises,

1.2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the **Insured Property** and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the **Insured Property**,

Provided that such increase will not exceed, by more than 25%, the total sum insured for Sub Section A – Material Damage specified in the **Schedule**, it being agreed that **You** will advise **Us** of such alterations after the expiry of each **Period of Insurance** and pay the appropriate premium thereon but not exceeding 50% of the difference.

2. PREVENTION OF ACCESS

If, during the **Indemnity Period**, the **Business** at the premises be interrupted or interfered with in consequence of **You** being prevented from having access to the **Insured Property** situated at the insured premises and caused by damage to **Insured Property** within a 10 km radius of the premises insured as described in the **Schedule** by:

2.1. fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles,

2.2. **We** will indemnify **You** for loss resulting from such interruption or interference in accordance with the provisions contained herein.

Provided that:

2.3. **You** are not entitled to indemnity as provided for in this extension under any other Policy or cover provided by this **Policy**,

2.4 this Extension will not be brought into contribution with any other policy or cover provided by this **Policy** bearing like or similar cover provided hereby.

3. INCOMPATIBILITY COVER

Regardless of anything contained to the contrary in the **Policy**, the indemnity by Sub-Section A – Material Damage and Sub-Section B – Consequential Loss of this **Policy** will indemnify **You** for costs incurred in respect of:

3.1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system,

3.2. replacement or upgrading of legal programmes to achieve compatibility with the modified or altered electronic system,

3.3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programmes.

Provided always that:

3.4. the costs provided for in (3.1.), (3.2.) and (3.3.) above will be necessarily and reasonably incurred to maintain normal working conditions,

3.5. such additional costs will be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A – Material Damage or Sub-Section B – Consequential Loss of this **Policy**,

3.6. the cover afforded hereunder will be restricted to:

3.6.1. parts or components of the electronic system which are not indemnifiable under Sub- Section A – Material Damage hereof,

3.6.2. programmes or data reinstated not indemnifiable under Sub-Section B – Consequential Loss hereof,

3.7. the indemnity by this extension will, in respect of any one event, be limited in the aggregate to the amount stated in the **Schedule**.