CIB ENGINEERING
PLANT ALL RISK
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** and each of the **Sections** of this **Policy** up to the Sums Insured, Limits of Indemnity or Compensation as the case may be and as is specified for each such **Section** as stated in the **Schedule** (provided that cover has been elected or provided for under a specific **Section**).

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.

Agreed Value Basis	means the reasonable amount equal to the value agreed between **Yourself** and **Us** provided that this value must not be less than the **Market Value** or more than 10% of the **Market Value**. *Average applies to this basis of cover*
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**.
Market Value	means the value that the market is willing to pay in consideration of the actual condition, hours operated, frequency of maintenance / service and condition under which the item operated. *Average applies to this basis of cover.*
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.
New Replacement Value	means the cost which is equal to a new item of the same kind and / or capacity and are considered "new" for the first year of its lifespan. *Average applies to this basis of cover.*
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 1. **Section 1** – Material Damage (Own Plant and Equipment (Own Use or Hired Out), 2. **Section 2** – Hired In Plant, 3. **Section 3** – Public Liability, 4. **Section 4** – Road Risk – Liability to Third Parties, 5. **Section 5** – Personal Accident listed in the index of this **Policy** 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

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 all **Sections**.

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

In the event of any conflict arising between the **Terms and Conditions** that apply to a specific **Section** and the **Terms and Conditions** that apply to all **Sections**, the **Terms and Conditions** that apply to the specific **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

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. DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

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

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

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

2.3. preventing or minimising the risk of any claim under this **Policy**, inclusive of but not limit to, compliance with and adherence to any laws or regulations which are material to the risk, and

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

2.5. if any defects or conditions of working which render the risk more than usually hazardous should be discovered **You** will immediately notify **Us**, and

2.5.1. take steps to remedy said defects or conditions, and

2.5.2. will in the meantime cause such additional precautions to be taken as circumstances require.

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.

3. CLAIMS

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

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:

3.1. Notice

3.1.1. **You** must notify **Us** as soon as reasonably possible after the event but not later than 30 days after the occurrence thereof and provide **Us** with:

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

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

3.1.2. **You** must supply **Us** with such proofs, information, proof of ownership, value of items concerned and / or sworn statements not later than 14 days after **We** have requested it.

3.1.3. You must report to the police:

3.1.3.1. 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,

3.1.3.2. within 24 hours, any accident which occurs on a public road.

3.2. Settlement of claims

3.2.1. **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**.

3.2.2. 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.

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

3.2.4. **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.

3.2.5. 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**.

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

4. OUR RIGHTS AFTER AN EVENT AND SUBROGATION

4.1. 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:

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

4.1.2. **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,

4.1.3. 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,

4.1.4. in respect of any claim for injury under this **Policy** where such cover is granted, **You** are required to provide all certifications, medical records and reports, information and evidence required by **Us** at **Your** expense, and any injured person will as often as required by **Us** submit to medical examination at **Our** expense. We will in the case of death be entitled to have a post mortem examination performed,

4.1.5. **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,

4.1.6. 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.

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

5. 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:

4. COMPANY'S RIGHTS AFTER AN EVENT AND SUBROGATION

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

4.1.2. **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,

4.1.3. 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,

4.1.4. in respect of any claim for injury under this **Policy** where such cover is granted, **You** are required to provide all certifications, medical records and reports, information and evidence required by 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.

4.1.5. **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,

4.1.6. 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,

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

6. CORRECTIVE ACTION

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

7. PRESCRIPTION PERIODS (TIME LIMITS)

7.1. No claim under this **Policy** will be payable after the expiry of 12 months or such further period as **We** may, in writing, allow, from the date of the happening of the event which resulted in such claim unless the claim is the subject of pending legal action or is a claim in respect of **Your** legal liability to a third party.

7.2. Once **We** inform **You** of **Our** decision on any claim under this **Policy** (whether it is a rejection, a partial rejection, the dispute about the quantification of the claim or otherwise) **You** will have 90 days to make representations to us about **Our** decision. Following the expiry of the 90 day period and irrespective of whether representations have been made during this period, **You** will have 180 days within which to serve legal action on **Us**, failing which **Your** right to challenge the decision is forfeited and **You** will have no further claim or recourse against **Us**.

8. 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.

9. RECOVERY

9.1. If, after payment of a claim in respect of lost or stolen property, such property is located or recovered, **You** will render all assistance and cooperation in the identification and in the physical recovery and safe keeping of such property.

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

9.3. Failure to assist **Us** in the recovery and safe keeping of such property will result in **You** becoming legally liable to repay **Us** all payments and expenses in respect of the claim.

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

10. FRAUDULENT, WILFUL, DELIBERATE OR RECKLESS ACTS

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

10.1. in any respect fraudulent; or

10.2. if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf or with **Your** knowledge, or consent to obtain any benefit under this **Policy**, or

10.3. information or documents in support of a claim, whether created by **You** or on **Your** behalf is not true, is not complete or is fraudulent, or

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

10.5. 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.

11. 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.

12. OTHER / DUAL INSURANCE

12.1. 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:

12.1.1. 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,

12.1.2. 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.

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

13. CANCELLATION

This **Policy** or any **Section** and / or part may be cancelled at any time by:

13.1. **Us** giving **You** 31 days' notice in writing or such other period as may be mutually agreed and / or otherwise prescribed by this **Policy**,

13.2. **You** giving immediate notice,

13.3. **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 (13.3.) above.

14. POLICY PERIOD

14.1. Monthly

14.1.1. The initial period of a Monthly Policy is as shown on the **Schedule** and commences from the inception / start date and continues until the last day of that calendar month in which the inception / start date occurs.

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

14.1.3. Once Renewal of **Your Policy** is mutually agreed the **Policy** will run monthly as indicated in (14.1.1.) and (14.1.2.) until the next **Policy** Renewal.

14.2. Annual

14.2.1. The initial period of an Annual Policy is as shown on the **Schedule** and commences from the inception / start date and continues to the last day of the month preceding the Renewal Date reflected in the **Schedule**.

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

14.2.3. Once Renewal of **Your Policy** is mutually agreed the **Policy** will run annually as indicated in (14.2.1.) and (14.2.2.) until the next **Policy** Renewal.

15. 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.

15.1. 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.

15.2. 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.

15.3. 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 **Your** 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**.

15.4. 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.

15.5. 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:

15.5.1. midnight on the last day of the preceding **Policy Period**; unless the Policyholder Protection Rules apply to **You** (please refer to (15.6.1.3.) headed Monthly Debit Payments below),

15.5.2. **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:

15.5.3. each 3rd ,

15.5.4. each 6th , or

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

15.6. 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**.

15.6.1. 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.

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

15.6.1.2. 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.

15.6.1.3. If the Policyholder Protection Rules apply to **You**, if **We** do not receive the premium by the due date, as shown in the **Schedule** then:

15.6.1.3.1. **You** will be entitled to a grace period of 15 days after the due date (except in the first month of insurance) in which to pay the premium. If the premium is unpaid and only if the reason is due to "insufficient funds" and for no other reason, it will remain payable and **We** may:

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

15.6.1.3.1.2. submit two debit orders at the next request for payment, in respect of the unpaid debit order as well as the normal one for the new month.

15.6.1.4. 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.

15.6.2. Yearly payment in cash

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

15.6.2.1. 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.

15.6.2.2. 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.

15.6.2.3. 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.

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

15.7. 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)

16. ADJUSTMENT / DEPOSIT PREMIUM

16.1. Where the **Policy** is based on the plant hired in / out and the premium is based upon the value of the plant hired in / out there is no adjustment.

16.2. Where the **Policy** is based on the plant hired in / out and the premium is based upon fees charged for the hire in of the plant, or fees received for the hired out of plant then the premium will be regarded as a deposit premium. At the end of the **Annual Period** the premium will be adjusted upwards or downwards in accordance with the declaration save for any minimum deposit premium applicable.

As a consequence of (16.2) unless otherwise agreed to by **Us** by way of endorsement to the **Schedule** the cover provided by the **Policy** is restricted to loss or damage arising to the plant hired in / out whilst under the control of the hirer or in transit to / from the hirer.

17. DEDUCTIBLES

Unless otherwise agreed the deductibles detailed in the **Schedule** will be applicable in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event at any one site giving rise to loss or damage or liability insured by this **Policy**.

It is agreed that in the event of an occurrence where one or more of the deductibles could be reasonably applied then only the largest applicable deductible per section will be applied.

In respect of each and every occurrence of loss or damage to items of property insured, **We** will not be liable for the deductible stated in the **Schedule**.

18. LAW AND LEGAL JURISDICTION

18.1. **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.

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

18.3. 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.

19. 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**:

19.1. has no monetary amount next to it or is left blank, or
19.2. has been filled in as "nil", or
19.3. has been filled in as "not applicable".

20. TERRITORIAL LIMITS

Unless otherwise agreed to by **Us** and stated as such in the **Schedule** the territorial limits apply to the area which constitutes the Republic of South Africa only.

In respect of an event occurring outside the Republic of South Africa, should an indemnifiable event occur to **Insured Property** beyond the borders of the Republic of South Africa the amount payable by **Us** will not exceed the costs that would have arisen had the loss occurred within the borders of the Republic of South Africa.

21. CHANGE / ALTERATION OF INTEREST

This **Policy** will be void with regards to any item thereof to which there may be any change / alteration after commencement of this **Policy** and where **Your** interest ceases, unless **We** have by way of endorsement to **Your Schedule** declared that the cover provided will continue. It being understood that if such interest ceases solely due to death or by operation of law that this General Condition headed Change / Alteration of Interest will not apply provided that notice has been provided to **Us** as soon as practical after such change / alteration.

22. REINSTATEMENT OF COVER AFTER A 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**

23. SUSPENSION OF COVER

If any **Insured Property** is found to be in a condition which in **Our** opinion is unsafe or worsens the risk, **We** reserve the right to suspend the cover provided in respect of such **Insured Property** by verbal or written notice to **You**.

24. INTEREST OF BANKS OR OTHER FINANCIAL INSTITUTIONS

Where a bank or other financial institution has an interest in any of the **Insured Property** hereunder, their interests are deemed to be noted, provided that such interest is subject to:

24.1. the **Policy** being in force at the time of loss or damage,
24.2. **You** complying with all the **Terms and Conditions** following loss or damage,
24.3. **You** advise **Us** of the interest in the **Insured Property** at the time of loss or damage.

25. HIRERS WARRANTY CONDITION

It is a condition precedent to Our liability under this Policy that You will without exception ascertain the status, integrity, credibility or other relevant details to confirm the bona fides of any hirer. The details must be inclusive of:

25.1. full name, address and ID number of the hirer,
25.2. phone, facsimile, home, work and cell numbers of the hirer,
25.3. bank approved confirmation of banking details of the hirer.

In the event of any loss or damage arising from theft and / or disappearance of **Insured Property** attributed to any hirer where the provisions of this Hirers Warranty Condition have not been met then the cover provided in respect of such **Insured Property** will become void and **You** will forfeit **Your** right to claim hereunder.

26. STANDARD FORM OF CONTRACT CONDITION

It is a condition precedent to **Our** liability that in respect of Section 1: Material Damage Own Plant and Equipment (Own Use or Hired Out) and Section 3: Public Liability of the **Policy** that plant hired out must be hired under conditions no more onerous than the standard form of contract of the Contractors Plant Hire Association as may be in use at the time of hire.

27. ROAD TRANSPORTATION VEHICLE CONDITION

The insurance granted under Section 1: Material Damage Own Plant and Equipment (Own Use or Hired Out), Section 2: Hired In Plant and Section 3: Public Liability of the **Policy** will not be applicable to vehicles used predominantly for road transportation such as but not limited to tipper trucks, mechanical horses, trailers and low bed trailers. Vehicles such as but not limited to dump trucks, water carriers, TLB's and other similar site vehicles will not be excluded whilst being used on public roads in or around a contract site.

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 3. 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 all **Sections** of 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. FRAUDULENT SCHEME, TRICK, DEVICE OR FALSE PRETENCE

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

5.1. any fraudulent scheme, trick, device, or false pretence practiced on **You** or any person acting on **Your** behalf (or any person having custody of **Your** property) or

5.2. fraud, or

5.3. the dishonesty of any of **Your** employees, principals, or agents.

6. PRE-EXISTING LOSS / DAMAGE

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

7. 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:

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

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

7.3. 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:

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

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

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

7.3.4. 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**,

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

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

8. SANCTIONS EXCEPTION

8.1. **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.

8.2. **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.

9. 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.

GENERAL PROVISIONS

1. CLAIMS PREPARATION COSTS

The insurance offered by 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 is limited to:

1.1. additional costs incurred by **Your** employees,
1.2. additional fees incurred by **Your** usual auditors,
1.3. costs of materials used in furnishing **Our** requirements,
1.4. 15% of the claim up to a maximum of R50 000 for (1.1), (1.2) and (1.3) above.

2. AUTOMATIC ADDITIONS

The **Policy** is extended to provide indemnity at **Your** premises or site for additional equipment of a similar nature to that specified in **Your** plant inventory provided that:

2.1. successful installation commissioning and normally accepted operating standards have been achieved,
2.2. the total sum insured of such additional equipment does not exceed 15% of the total sum insured for **Section** 1 – Material Damage noted on the **Schedule**,
2.3. **You** undertake to advise **Us** of such additions within 30 (thirty) days of purchase or change,
2.4. **You** agree to pay the appropriate premium effective from the date of purchase.

3. CLEARANCE COSTS

The **Policy** is extended to provide inclusive of costs necessarily and reasonably incurred by **You** in respect of:

3.1. demolition or dismantling of equipment, and / or
3.2. removal of debris and / or
3.3. in providing, erecting, maintaining hoardings required during demolition, dismantling, debris removal and / or,
3.4. reconstruction following an indemnifiable loss or damage to such equipment inclusive of any costs arising from the activities of any public authority in dealing with the consequences of an insured peril having operated.

Provided that the total amount recoverable under this General Provision headed Clearance Costs does not exceed 15% of the total amount of the claim but limited to the maximum amount stated in the **Schedule / Annexure**.

4. 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.

5. MEANING OF WORDS

The **Schedule / Annexure** 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.

6. 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.

One **Section** may not be used to interpret another **Section**.

7. 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:

7.1. 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,

7.2. 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,

7.3. cover is subject to any additional information and / or documentation if required by **Us**,

7.4. premium payable by **You** to **Us** will commence from the agreed "Hold covered" date, and subject to all the **Terms and Conditions**.

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. FIRE PROTECTION

It is a condition precedent to liability under this **Policy** that all firefighting equipment or fire protection if requested by **Us** is 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 By-Laws.

10. HEADINGS

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

11. 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 Provision where such Average Clause is applicable.

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

PART 3

SECTION 1: MATERIAL DAMAGE
OWN PLANT AND EQUIPMENT (OWN USE OR HIRED OUT)

COVER PROVIDED

We will indemnify **You** for accidental, sudden and unforeseen physical loss / damage to the **Insured Property** as described in the **Schedule** occurring within the territorial limits from any cause other than those excluded herein.

OPTIONAL EXTENSIONS

1. CREDIT SHORTFALL EXTENSION (IF STATED TO BE INCLUDED)

If any total loss settlement under Section 1 : Material Damage Own Plant and Equipment (Own Use or Hired Out) is less than the amount owing to the financier under a current instalment sale or lease agreement, **We** will pay to **You** an additional amount equal to the shortfall less:

1.1. any arrears instalment or rentals inclusive of interest payable on such arrears,

1.2. all refunds of premium for cancellation of any insurance cover relating to the **Insured Property,**

1.3. the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled,

1.4. the first amount payable under Section 1 : Material Damage Own Plant and Equipment (Own Use or Hired Out).

Provided always that:

1.5. the amounts payable will not exceed the maximum indemnity less the first amount payable under Section 1 : Material Damage Own Plant and Equipment (Own Use or Hired Out),

1.6. this **Optional Extension** will not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10 % from any other instalment,

1.7. if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this **Optional Extension** will be void.

It is a condition precedent to **Our** liability hereunder that **We** are notified, at inception of the **Policy** or any **Variation** thereof, of the **Insured Property** to which this **Optional Extension** applies and the amounts of any credit shortfall per item. Consequent upon this, the sums insured must represent the insured value plus the amount of credit shortfall per item (inclusive of VAT) and these figures must be adjusted annually.

SECTION 2: HIRED IN PLANT (IF STATED TO BE INCLUDED)

COVER PROVIDED

We will indemnify **You** in respect of **Your** legal liability under the terms of hiring agreement entered into to pay for physical loss or damage to **Insured Property** hired-in, limited to the sum insured stated in the **Schedule** and furthermore the indemnity provided by **Us** will not exceed the **Market Value** of such plant

BASIS OF SETTLEMENT / INDEMNIFICATION
APPLICABLE TO SECTION 1: MATERIAL DAMAGE – OWN PLANT AND EQUIPMENT (OWN USE OR HIRED OUT) AND / OR SECTION 2: HIRED IN PLANT

1. PARTIAL LOSS (NEW REPLACEMENT VALUE BASIS)

If the **Insured Property** suffers loss or damage the basis of settlement / indemnification will be the costs and expenses reasonably and necessarily incurred to restore the damaged property to its working condition immediately before the occurrence of the damage inclusive of the costs of dismantling re-erection as well as ordinary freight and customs dues provided that:

1.1. extra charges for airfreight express delivery overtime Sunday and holiday rates are limited to 50% of the costs and expenses that would normally have been incurred,

1.2. the value of damaged parts which can be used in any way whatsoever will be deducted,

1.3. the costs of any alterations / addition improvements or overhaul carried out at the time of repair are not recoverable under this **Policy**,

1.4. 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 costs of such temporary repairs will be borne by **Us**.

1.4.1. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the insured property then the cost of temporary repairs and any additional costs so incurred or consequences arising there from will be for **Your** account.

1.5. where 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 parts which are lost or damaged as allowed for within the sum insured plus dismantling re-erection and freight expenses,

1.6. recovery expenses reasonably and necessarily incurred to recover the damaged property will be limited to 15% of the sum insured of the item with a maximum of R50 000 any one loss unless special arrangement by endorsement to the **Schedule** have been made.

2. PARTIAL LOSS (MARKET VALUE BASIS)

If the **Insured Property** suffers loss or damage the basis of settlement / indemnification will be determined in terms of clause (1) Partial Loss (New Replacement Value Basis) above but in respect of replacement parts spares and components the indemnity will be limited to the rateable proportion that the sum insured stated in the **Schedule** bears to the **New Replacement Value** of that item of **Insured Property**.

3. PARTIAL LOSS (AGREED VALUE BASIS)

If the **Insured Property** suffers loss or damage the basis of settlement / indemnification will be determined in terms of clause (1) Partial Loss (New Replacement Value Basis) above but in respect of replacement parts spares and components the indemnity will be limited to the rateable proportion that the sum insured stated in the **Schedule** bears to the **New Replacement Value** of that item of **Insured Property**.

4. TOTAL LOSS (NEW REPLACEMENT VALUE AND MARKET VALUE BASIS)

In the event that the **Insured Property** is totally lost or destroyed the amount payable will be the cost of removing the damaged property (limited to 15% of the loss) less the value of the remains, plus:

4.1. the cost of replacing or reinstating on the same site property of equal performance capacity and age but not superior to or more extensive than the **Insured Property** insofar as is practicable, or

4.2. the local open **Market Value** of the **Insured Property** immediately before the damage took place and such value to be calculated by deducting reasonable equitable depreciation from the installed **New Replacement Value** of the item (always subject to a minimum value of 25% of the installed **New**

Replacement Value but subject proportionally where applicable in terms of the General Provision headed Average(Under Insurance) whichever is the lesser.

The **Insured Property** will be regarded as totally destroyed if the repair costs in terms of clause (1) Partial Loss (New Replacement Value Basis) or clause (2) Partial Loss (Market Value Basis) as the case may be, are equal to or exceed the value as defined in (4.2) above immediately before the event.

Our liability will not exceed in respect of each or any of the **Insured Property** the sums insured set opposite thereto in the **Schedule**.

5. TOTAL LOSS (AGREED VALUE BASIS)

In the event that the **Insured Property** is totally lost or destroyed the amount payable will be the cost of removing the damaged property (limited to 15% of the loss) less the value of the remains, plus:

5.1. the cost of replacing or reinstating on the same site property of equal performance capacity and age but not superior to or more extensive than the **Insured Property** insofar as is practicable, or

5.2. the **Agreed Value** of the **Insured Property** provided this value will not be less than the **Market Value** or more than 10% of the **Market Value** immediately before the damage took place and such value to be calculated by deducting reasonable equitable depreciation from the installed **New Replacement Value** of the item (always subject to a minimum value of 25% of the installed **New Replacement Value** but subject proportionally where applicable in terms of the General Provision headed Average(Under Insurance) whichever is the lesser.

The **Insured Property** will be regarded as totally destroyed if the repair costs in terms of clause (3) Partial Loss (Agreed Value Basis) equal or exceed the value as defined in (5.2) above immediately before the event.

Our liability will not exceed in respect of each or any of the **Insured Property** the sums insured set opposite thereto in the **Schedule**.

SPECIFIC EXCLUSIONS

Applicable to Section 1: Material Damage Own Plant and Equipment (Own Use or Hired Out) and Section 2: Hired In Plant

We will not indemnify **You** in respect of:

1. any amount specified in the **Schedule** or plant inventory as the deductible in respect of each and every occurrence of accidental, sudden and unforeseen physical loss / damage to **Insured Property**,

2. any loss or damage to any item of **Insured Property** caused by any initial and / or uninterrupted train of events arising solely from the mechanical or electrical breakdown of the item of **Insured Property**.

   2.1. However, if the item of **Insured Property** suffers external loss or damage caused by accidental, sudden and unforeseen physical loss / damage as insured by this **Policy** consequent upon such mechanical or electrical breakdown then any costs incurred in the rectification of such external damage is not excluded, and any other indemnifiable loss or damage giving rise to electrical / mechanical breakdown or failure resulting in such breakdown is not excluded.

3. any damage to :
   3.1. tyres by the application of brakes or by punctures, cuts or bursts,
   3.2. springs due to inequalities of the road or other surface or impact with such inequalities,

4. any loss or damage to fuel lubricants or coolants unless as a consequence of an indemnifiable loss or damage to the **Insured Property**,

5. any loss or damage from wear and tear, gradual deterioration, damage happening over a period of time, rust or other atmospheric action resulting from ordinary usage or working,

6. any loss or damage to water-borne vessels or craft or plant thereon,

7. any loss or damage arising from faults or defects known to **You** or **Your** directors, members or employees at the time this **Policy** was effected or during the currency of this **Policy** and not disclosed to **Us,**

8. any loss or damage arising from tandem or multi-lifting operations unless specifically requested by **You** or **Your** directors, members or employees and agreed to by **Us**,

9. any loss or damage caused by or arising from the wilful act or wilful neglect of **Your** directors, members or employees,

10. any loss of or damage discovered during routine servicing unless associated with a specific event or loss of any **Insured Property** by disappearance or shortage discovered on the taking of an inventory or stocktaking,

11. any loss or damage occurring whilst any item of **Insured Property** is undergoing tests of any kind, deliberately overloaded or is being used in a manner or for any purpose other than that it was designed for,

12. any loss or damage whilst underground unless otherwise agreed to by Us and noted by endorsement to the **Schedule**,

13. any consequential loss or liability of any nature whatsoever, or loss of use, or depreciation other than as specifically provided elsewhere within the **Policy,**

14. any liquidated damages or penalties or penalties for delay or detention or in connection with guarantees of performance or efficiency,

15. any loss or damage arising from detention confiscation destruction or requisition by customs or other officials or authorities,

16. any loss of the **Insured Property** due to abandonment of any nature.

SECTION 3: PUBLIC LIABILITY (IF STATED TO BE INCLUDED)

DEFINITIONS

For the purposes of determining the indemnity granted by this Section the following definitions apply and bear reference:

Control	means that an item is in a person's control when such person, at that moment, exercises a greater measure of control, direction or domination over the item than any other person as determined by the applicable Contractual Agreement.
Custody	means that an item is in a person's custody when such person, at that moment, exercises a greater degree of preservation, safekeeping or guarding over the item than any other person as determined by the applicable Contractual Agreement.
Damage	means loss of possession or control of, or actual physical damage to tangible property.
Damages	means monetary compensation (which term will include claimant's legal costs and expenses) that is awarded against **You**

	by a court of law, or for which **You** will become legally liable within the ambit of the civil or criminal justice system.
Defamation	means defamatory statements, injuria, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest.
Employee	means a person employed under a contract of service or apprenticeship with **You**.
Event	means any circumstance or incident which may give rise to claim for indemnification as insured under this **Section** of the **Policy**
Injury	means death, bodily injury, mental injury, illness (mental or physical) or disease of or to any person.
In the Annual Aggregate / Aggregate Limit (AGG)	means a pre-determined Rand amount up to which the **Policy** will cover **You** each **Annual Period,** regardless of the number of claims submitted or **Legal Costs** associated with these claims.
Legal Costs	means costs, charges and expenses which **We** incurred or which **You** incurred with **Our** prior consent: 1. in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Injury** or **Damage** or other liability as insured in terms of this **Section** of the **Policy**. 2. in the representation at any inquest or accident inquiry in respect of **Injury** which may form the subject of indemnity under this **Section** of the **Policy**.
Limit of Indemnity	means the sum insured stated in the **Schedule / Annexure.**
Occurrence	means an **Event** or series of **Events** arising out of one originating cause or source
Pollution	means: 1. actual, alleged, or threatened: 1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, **Pollutants**, 1.2 subsequent spread, migration, or movement of **Pollutants** following (1.1.) above.
Pollution Costs	means the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for **Pollutants** and their effects, whether or not these are performed by **You** or third parties.
Pollutant	means any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (inclusive of but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living

	organisms, or the general environment.
Wrongful Arrest	means **Injury**, assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the police or a law enforcement officer.

COVER PROVIDED

The cover provided in terms of this **Section** will apply to:

1. Own Plant insured by **Section** 1 – Material Damage of this **Policy**,
2. Plant Hired In insured by Section 2 of this **Policy** (if so stated to be included) but excluding losses arising from plant hired in that is defective,
3. Own Plant insured by **Section** 1 – Material Damage of this **Policy** that is hired out (if so stated) but excluding losses arising from plant hired in that is defective.

We will indemnify **You** against **Damages** for which **You** will become legally liable to pay and in consequence of **Injury**, or accidental physical **Damage** occurring during the **Annual Period** within the territorial limits in direct connection with the usage of any **Insured Property** belonging to **You** or in **Your** care custody and control in the performance of the contract at the contract site.

Save for any difference in deductible this **Section** will be regarded as null and void should there be in force a Contract Works Public Liability Policy with a Cross Liability Clause covering the same performance of the Contracts.

THE LIMIT OF INDEMNITY

The amount payable, inclusive of any **Legal Costs** recoverable from **You** by a claimant or any number of claimants, and all other costs and expenses incurred with **Our** consent for any one **Event** or series of **Events** with one original cause or source, will not exceed the limit of indemnity stated in the **Schedule**.

SPECIFIC CONDITIONS

If, in compliance with **Your** obligations under the **Notice** provisions under the General Condition headed Claims,

1. **You** have notified **Us** of an **Event** which may result in a claim by **You** under this **Section** of the **Policy** , then any subsequent claim which is made against **You** and which arises from the **Event** notified, will be deemed to have been first made against **You** in writing on the day that **You** notified the event to **Us**.

2. **You** must immediately forward to **Us** any notice of claim or any demand, or any communication, writ, summons (whether civil or criminal) and /or other legal process, inquiry, investigation or inquest to **Us** in connection with any claim against **You** or the **Event** that may give rise to a claim in terms of this **Policy**.

3. No admission, statement, offer, settlement negotiations, promise, payment or indemnity whether verbal or written, will be made by **You** to any party whatsoever without **Our** written consent.

4. **You** agree to not accept any payment of whatsoever nature from any third party or other person regarding any claim without **Our** written consent.

5. If **You** fail to adhere to the aforesaid or commit any of the prohibited actions as aforesaid, then **You** may lose all benefits under this **Policy** and / or be required to repay **Us** any benefit that **You** have received.

6. **We** are entitled to take over and conduct, in **Your** name, the defence or settlement of any claim 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 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.

SPECIFIC EXTENSIONS

1. LEGAL DEFENCE COSTS

If **You** so request, **We** will indemnify any employee or partner or director of **Yours** (hereinafter referred to as **Such Person)** against **Legal Costs** not exceeding the amount stated in the **Schedule** incurred by **Such Person** with **Our** consent in the defence of any legal action brought against **Such Person** in the course of their written contractual responsibilities with **You** arising from any alleged contravention of applicable laws, regulations, rules / regulations of governing bodies, by-laws or rules of the Republic of South Africa during the **Annual Period**.

Provided that:

1.1. in the case of an appeal, **We** will not indemnify **Such Person** unless senior counsel approved by **Us** advises that such appeal should in their opinion succeed,

1.2. **We** will not indemnify **Such Person** in respect of any fine or penalty imposed by the magistrate or judge nor any loss consequent thereon,

1.3. any **Such Person** will as though they were **You** observe fulfil and be subject to the **Terms and Conditions** of the **Policy** and this **Section** thereof in so far as they can apply :

2. WRONGFUL ARREST AND DEFAMATION DISCHARGE AND DISMISSAL

2.1. WRONGFUL ARREST

We will indemnify **You** in respect of an **Event** arising out of **Wrongful Arrest** committed or alleged (other than by **You**) to have been committed by **You** in the course of the **Business**.

Provided always that:

2.1.1. no indemnity will be granted in respect of **Events** against **You** by any person or persons other than those being or having been or alleged to have been arrested or under arrest, or their personal representatives.

2.1.2. **Our** total liability under this extension will not exceed R10 000 or R50 000 **In the Annual Aggregate** in respect of all claims made against **You** during the **Annual Period**.

2.2. DEFAMATION:

We will indemnify **You** in respect of **Events** arising out of defamatory statements, whether written or verbal, made by **You**.

Provided always that:

2.2.1. no indemnity will be granted in respect of claims:

2.2.1.1. which form the subject of **Wrongful Arrest**,

2.2.1.2. arising out of any publication in any written form whether electronic or otherwise, for example: any blog, social media platform, journal, magazine, newspaper and / or radio or television.

2.2.2. **Our** total liability under this extension will not exceed R10 000 or R50 000 **In the Annual Aggregate** in respect of all claims made against **You** during the **Annual Period**.

3. JOINT INSURED

We will treat any other company person or party (inclusive of any owner of plant or other property hired by or on loan to **You**) with whom **You** enter into an agreement for the purpose of the contract but only to the extent that it is a requirement of such agreement, any officer or employee of **Yours** in respect of liability for which **You** would have been entitled to indemnify if the claim had been made against **You** and / or a personal representative of **Yours** and any person or party treated as **You** in respect of liability incurred by such person

or party as though they were **You**, provided always that all persons or parties so treated as **You** will as though they were **You** observe fulfil and be subject to the **Terms and Conditions** of the **Policy**.

4. GRATUITOUS ADVICE

Regardless of anything to the contrary contained in this **Policy**:

4.1. **We** will indemnify **You** in respect of the cover provided caused by **Your** unintentional failure to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party.

Provided that this **Section** will not provide cover for liability:

4.1.1. arising out of **Your** insolvency,

4.1.2. arising out of financial services and / or cost estimates provided by **You** or on **Your** behalf,

4.1.3. arising out of defamation,

4.1.4. arising out of design, formula, supervision, treatment, or advice given by **You** or on **Your** behalf in exchange for a fee,

4.1.5. arising out of technical information or advice given in connection with a product.

4.2. If at the time of any **Event** giving rise to a claim under this **Specific Extension**, indemnity is also provided under any other insurance, this extension will not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

SPECIFIC EXCLUSIONS

We will not indemnify **You** in respect of:

1. any claim in respect of **Damage** to any property or land or building caused by vibration or the removal or weakening of support or **Injury** occasioned by or resulting from such **Damage** unless separately agreed by means of an endorsement and noted as such to the Schedule,

2. any claim in respect of:
   2.1. any **Injury** to any **Employee**,
   2.2. any **Damages** payable by **You** under legislation relating to occupational injury or illness,

3. any **Damage** to property belonging to **You** or in **Your** care custody and control which forms or should form the subject of insurance under Section 1: Material Damage Own Plant and Equipment (Own Use or Hired Out) of this **Policy**,

   For the purpose of this Specific Exclusion care, **Custody and Control** will not apply to:

   3.1. premises and structures (including contents) fixed plant and machinery temporarily occupied or used by **You** for the purpose of an insured contract,

   3.2. property not hired by or on loan to **You** but for which **You** have agreed to provide storage facilities,

   3.3. directors, **Employees** and visitors clothing and personal effects,

   3.4. vehicles (inclusive of the contents thereof) under **Your** care **Custody** or **Control** for the purpose of parking,

4. any liability assumed by **You** by agreement and which would not have attached in the absence of such agreement but this exception will not apply to:

   4.1. the condition of any contract or sub contract,

   4.2. any agreement for the Hire or Loan of Construction Plant (inclusive of CPHA) or supply of materials or consumables,

   4.3. any agreements with or indemnities given to any central or local government or authority Statutory Body and Transnet Ltd,

   4.4. any agreement with Public Supply Authorities.

5. any liability in respect of any payment under a penalty clause or as liquidated **Damages** or in connection with guarantees of performance or efficiency imposed by agreement and which would not have attached in the absence of such agreement,

6. any liability in respect of **Injury** or **Damage** caused by or in connection with or arising from technical or professional advice given by **You** or by any person acting on **Your** behalf,

7. any liability in respect of **Injury** or **Damage** caused by or in connection with or arising from the ownership possession or use by **You** or on **Your** behalf of any vehicle or trailer. This Specific Exclusion will not apply to:

   7.1. any mechanical plant machinery and equipment or claims arising beyond the limits of any carriageway or thoroughfare or in connection with the loading or unloading of any vehicle or trailer, or

   7.2. any claims arising out of the use of any vehicle or part thereof as a tool of trade or arising in connection with anything therein or thereon manufactured by or attached thereto,

8. any liability arising by or through or in connection with **Your** ownership possession or use or control of any aircraft or watercraft,

9. any **Pollution** or **Pollution Costs** unless such **Pollution** or **Pollution Costs** are caused by a sudden unintended and unforeseen occurrence,

10. any fines, penalties, punitive or exemplary **Damages** resulting from pollution or contamination,

11. any financial services and / or cost estimates provided by **You** or on **Your** behalf,

12. any design, formula, specification, treatment or advice given by **You** or on **Your** behalf in exchange for a fee,

13. any liquidated multiple or exemplary **Damages**, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such,

14. any **Defamation** not provided for in terms of this **Policy**,

15. any liability arising out of or in connection with loss or damage to underground pipes sewers cables conductors or services unless prior to commencement of work **You** have obtained **Our** prior written consent and have ascertained and marked the exact position of such property and have obtained written wayleave from the owner of the property or the recognised authority over the property.

SECTION 4: ROADRISK LIABILITY – LIABILITY TO THIRD PARTIES (IF STATED TO BE INCLUDED)

Regardless of the General Provision headed Interpretation the definition terms under **Section** 3: Public Liability apply to this **Section** insofar as they apply.

COVER PROVIDED

We will indemnify **You** for accidental, sudden and unforeseen loss / damage by the events as described below.

1. Any accident caused by or through or in connection with **Insured Property** as described in the **Schedule** registered in terms of the National Road Traffic Act No 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder or in connection with the loading and / or unloading of such **Insured Property** in respect of which **You** and / or any passenger becomes legally liable to pay for **Damages** in respect of:

    1.1. **Injury** to any person, but excluding :

        1.1.1. any **Injury** to any person in **Your** employment arising from and in the course of such employment, or

        1.1.2. any person being a member of the same household as **You**,

    1.2. any **Damage** to property, but excluding:

        1.2.1. property belonging to **You** or which is held in trust by **You** or property which is in **Your Custody** or **Control** or being conveyed by, loaded onto or unloaded from such **Insured Property**.

We will also, in terms of and subject to the limitations of and for the purposes of this **Section**,

1. pay all **Legal Costs** incurred with **Our** written consent, and **We** will be entitled at **Our** discretion to arrange for representation at any inquest or inquiry in respect of any **Injury** which may be the subject of indemnity under this **Section**, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any **Event** which may be the subject of indemnity under this **Section**, provided that the total of **Our** liability will not exceed the **Limit of Indemnity** stated to apply to Section 4: Roadrisk Liability – Liability To Third Parties,

2. indemnify any person who is driving or using such **Insured Property** on **Your** order or with **Your** permission provided that:

    2.1. any such person will, as though they were **You**, observe, fulfil and be subject to the **Terms and Conditions** of this **Policy** in so far as they can apply,

    2.2. any such person driving such **Insured Property** has not been refused any motor insurance or continuance thereof by any insurer,

    2.3. such indemnity will not apply in respect of claims made by any member of the same household as such person,

        2.3.1. any such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder,

            2.3.1.1. indemnify **You** in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (inclusive of liability in connection with the towed vehicle or trailer), provided that **We** will not be liable for **Damage** to the towed vehicle or trailer or to property therein or thereon.

SPECIFIC EXCLUSIONS

We will not indemnify **You** in respect of:

1. any amount of compensation or any amount of a claim that falls within the scope of any compulsory motor vehicle insurance in terms of a relevant Act or Regulation. This exception will apply whether or not such compulsory insurance is in force or has been effected,

2. any **Injury** to any person being carried in or upon or entering or getting onto or alighting from a vehicle,

3. any loss, **Damage** or **Injury** occurring whilst any **Insured Property** described in the **Schedule** is being used in a restricted area that is part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals within the customs examination area,

4. any amount of compensation, costs and expenses incurred for clean-up and remedial procedures to remove or repair the effects of spillage or leakage (irrespective whether such spillage or leakage is as a result of a vehicle accident or not) of any substance (hazardous or non-hazardous) in or on or conveyed by **Insured Property,**

LIMIT OF INDEMNITY
Unless otherwise stated, **Our** liability under this **Section** in respect of any one occurrence will not exceed the **Limit of Indemnity** as stated in the **Schedule**.

MEMORANDA - DESCRIPTION OF USE
This **Policy** applies to **Insured Property** being used for **Your Business** purposes as accepted by **Us** and is relevant to the nature of **Your Business** activities, but excluding:

1. the hiring out the **Insured Property** to carry passengers,

2. use of **Insured Property** to carry fare-paying passengers,

3. use of **Insured Property** for motor sport activities such as but not limited to racing, rallying or speed trials,

4. use of **Insured Property** to carry or transport explosives,

5. use of **Insured Property** to carry any load or transport any number of passengers that exceeds the **Insured Property's** manufacturers specifications,

6. use of the **Insured Property** for any purpose in connection with the motor trade other than in the normal course of **Business**.

SPECIAL PROVISO
This **Policy** is inclusive of indemnity to **You** for any property in **Your** custody or control of any recognised member of the motor trade while such property is being repaired, overhauled or maintained.

WARRANTIES
If **We** allege that by reason of non-compliance of any of the **Terms and Conditions** loss and / or **Damage** is not provided for by this **Policy**, the burden of proving the contrary will rest upon **You**.

It is further warranted that:

1. **We** will not indemnify **You** for any **Damages** consequent upon **Injury** or **Damage** as a result of any **Event**:

1.1. while the **Insured Property** is being used with **Your** general knowledge and consent for any use other than the use described under the Memoranda headed Description of Use,

1.2. while the **Insured Property** is being driven by **You** or by any other person with **Your** general knowledge and consent while intoxicated or under the influence of intoxicating liquor or drugs,

1.3. while the **Insured Property** is being driven by **You** or by any other person not being fully licensed to drive such **Insured Property**. It must be noted that the licence to drive the **Insured Property** by any person is directly related to compliance with the relevant licensing laws in all territories referred to under General Condition headed Territorial Limits, inclusive of whether a drivers licence is not required by law or in respect of a driver learning to drive.

2. **We** will not be liable for any claim arising from contractual liability unless **You** are responsible for liability regardless of such contractual agreement

3. All benefits that may be derived by this **Policy** with respect to any claim will be forfeited if any **Insured Property**, driver or operator, at the time of any incident that gives rise to a claim in terms of this **Policy**, is found to violate any condition or regulation contained in the Road Traffic Act of 1996 (as amended) or any relevant traffic ordinance in terms of valid clearance certificates, operators permits, drivers licences, professional driving permits, and permits for handling and transporting toxic and dangerous materials.

4. All benefits that may be derived by this **Policy** in respect of any claim will be rejected if the **Insured Property** does not comply with or meet any of the requirements for roadworthiness, as specified in the Road Traffic Act of 1996 (as amended) or any relevant amendment or replaced statute, or any provisional or local proclamation or statute which is applicable to the **Insured Property**. This provision will also apply in the event that it is found that the **Insured Property** was overloaded as defined in part 4 of the National Road Traffic Regulations 1999 promulgated pursuant to the provisions of Section 75 of the National Road Traffic Act 93 of 1996.

SPECIFIC CONDITIONS

1. DRIVERS LICENCE

During the currency of this **Policy**, it is a condition precedent to **Our** liability that notification will be sent by **You** to **Us** immediately in writing, informing **Us** that **You** have knowledge of:

1.1. any drivers licence in **Your** favour or of **Your** authorised / regular driver being endorsed, suspended or cancelled, or

1.2. if any driver noted in (1.1.) above, is charged or convicted of any traffic law violation and / or negligent, reckless or improper driving, or

1.3. if **You** or **Your** authorised / regular driver be medically unfit to drive.

Your failure to comply with this condition will result in **Your** forfeiture to claim hereunder.

2. INTERNATIONAL / FOREIGN DRIVERS LICENCE

It is a condition precedent to **Our** liability under this **Section** that:

2.1. any International / Foreign drivers licence must:

2.1.1. be a clear copy from the country of origin,

2.1.2. where such licence is issued in a language other than English then:

2.1.2.1. a full and official English translated copy thereof will be obtained from the relevant Embassies /Consulates as applicable,

2.1.2.2. such document must be presented on an official letterhead which is stamped authenticating that the driver's license is valid in that country and that the license has not been cancelled or suspended,

2.1.2.3. such document must include the date of issue, licence code (representing what the driver is permitted to drive) as well as period that such licence is valid.

2.1.2.4. such document must include the driver's details in order to validate the letter.

2.2. a clear copy of the driver's passport must accompany the above documentation.

2.3. in addition to the above specification relating to international / foreign drivers licences:

2.3.1. **You** need to provide Us with **Your** documented processes confirming the validity of any of **Your** employed driver(s) to whom this Specific Condition applies, and

2.3.2. This will remain a continuing duty throughout the currency of this **Policy**.

2.4. cover will only be applicable once the above has been presented and accepted by **Us** prior to cover being granted.

Your failure to inform **Us** according to this condition, will result in **Your** forfeiture to a claim hereunder.

3. **You** must take all reasonable steps to maintain any **Insured Property** in an efficient and roadworthy condition,

4. **You** must take all reasonable steps in the event of any accident or breakdown to prevent further loss or damage from happening and if the **Insured Property** which is the subject of a claim is driven or used before the necessary repairs are effected that any extension of the damage or any further damage to such **Insured Property** will be entirely at **Your** own risk.

5. It is a continuing duty precedent to **Our** liability hereunder that where **Insured Property** is used by **Your Employees** that **You** implement and maintain a documented process which is inclusive of checks and balances that **Employees** must adhere to in the safekeeping of items being insured hereunder. If **We** allege by any reason that loss or damage is not covered the burden of proving the contrary will rest upon **You** and **We** reserve **Our** rights to call for evidence of such process in the validation of any claim where this may apply.