

COMMERCIAL WORDING COMPARISON OF OLD VS NEW (CHANGES EFFECTIVE 01-01-2023)

IMPORTANT

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



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

PART 2 - GENERAL CONDITIONS, EXCLUSIONS AND PROVISIONS

DEFINITIONS	OLD	NEW
Annexure	x	means additional Terms and Conditions applicable to this Policy and appear at the end of Your Schedule
Insurable Interest	x	means that You are the owner of, or alternatively, the good faith possessor in terms of a credit agreement of the Insured Property and bear the risk of both, loss of the item as well as a financial loss.
Indemnity	x	means that We will attempt to place You back in the same financial position or as close thereto which You were in immediately prior to the loss or damage which resulted in You submitting a claim under this Policy
Renewal Date	x	means that the current Policy will expire and be replaced effective from the date shown on Your Schedule. If the Policy is to remain in effect, the Policy must be renewed before the Renewal Date according to the Terms and Conditions agreed.
Standard Construction	x	means the building of which walls are built of brick, stone or concrete and are roofed with slate tiles, concrete, asbestos or metal.
Sum Insured	x	means the monetary amount of the Insured Property / liability as shown in the Schedule, subject to the limits applicable as well as the contribution where more than one policy applies for the same event

DEFINITIONS	OLD	NEW
GENERAL EXCLUSIONS		
Computer Losses, Sata and Cyber Incidents	Entire Exclusion has been recinded and replaced.	New Reference: Cyber Loss Limited Exclusions Clause (LMA5410) 01/01/2023
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:		
<i>Cyber Incident</i>	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 Data by any person.	Unaltered
<i>Computer System</i>	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.	means: 1. any computer, hardware, software, communications system, electronic device (inclusive of, but not limited to, smart phones, laptops, tablets, wearable devices), server, cloud, or 2. microcontrollers inclusive of any similar system or any configuration of the aforementioned, and inclusive of any associated input, output, data storage device, networking equipment or back up facility owned or operated by You or any other party.
<i>Electronic Data</i>	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.	means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
<i>Insured Perils</i>	means fire, explosion, lightning, earthquake, storm, wind, water, hail, snow, aircraft or other aerial devices dropped therefrom, impact by animals, trees, aerals, satellite dishes or vehicles.	means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

DEFINITIONS	OLD	NEW
<i>Malware and Similar Mechanism</i>	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, Data or operations (inclusive of but not limited to Virus, Trojan Horse, Logic Bombs or Denial of Service Attack.	Unaltered
<i>Time Element Loss</i>	x	means business interruption, contingent business interruption or any other consequential losses.
Exclusion Clause	<p>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</p> <p>General Exclusion, this Policy does not cover:</p> <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> A. a Cyber Incident, B. the incapacity or failure of any Computer System, correctly or at all: 	<p>Regardless of any provision of this Policy inclusive of any endorsement, exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this Policy does not cover:</p> <ol style="list-style-type: none"> 3.1. any loss, damage, legal liability, cost, expense fines, penalties or Time Element Loss of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with: <ul style="list-style-type: none"> 3.1.1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph (3.2), 3.1.2. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, inclusive of any amount pertaining to the value of such Data. 3.1.3. a Cyber Incident.

DEFINITIONS	OLD	NEW
	<p>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</p> <p>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</p> <p>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</p> <p>4. to capture, save, retain or to process any data as a result of Malware and Similar Mechanisms.</p> <p>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.</p> <p>If We allege that loss or damage is not covered by this Policy, the burden of proving the contrary will rest with You.</p>	<p>3.2. This General Exclusion will not apply to accidental, physical, sudden and unforeseen damage to and / or loss or destruction of the Insured Property (excluding Data) caused by an Insured Peril directly occasioned due to a Cyber Incident, however Time Element Loss resulting therefrom remains excluded.</p> <p>If We allege that loss or damage is not covered by this Policy, the burden of proving the contrary will rest with You.</p>
Infectious and / or Contagious Disease / Epidemic / Pandemic Exclusion	Entire Exclusion has been recinded and replaced.	New Reference: Communicable Disease Exclusion COMMUNICABLE DISEASE EXCLUSION (CIB) 01/01/2023
<u>Definitions</u>	✘	For the purpose of this Communicable Disease Exclusion the following definition terms bear reference and apply:
<i>Authority</i>	✘	<p>means:</p> <ol style="list-style-type: none"> 1. World Health Organization, 2. any appropriate Local, National, Governmental, or International Body, Agency, or State approved Authority.

DEFINITIONS	OLD	NEW
<p><i>Communicable Disease</i></p>	<p>✘</p>	<p>means:</p> <p>1. any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <p>1.1. the substance or agent is inclusive of but is not limited to, any infectious or contagious disease, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not (or whether asymptomatic or not), and</p> <p>1.2. the method of transmission, whether direct or indirect, is inclusive of but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and</p> <p>1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.</p>
<p><i>Claim</i></p>	<p>For the purpose of this exclusion, a Claim is inclusive of but not limited to:</p> <p>10.3.1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any Authority,</p> <p>10.3.2. any travel advisory or warning being issued by any Authority,</p> <p>10.3.3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently),</p> <p>10.3.4. 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,</p> <p>10.3.5. any loss due to interruption to or interference with the Business,</p> <p>10.3.6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.</p>	<p>Unaltered</p>

DEFINITIONS	OLD	NEW
Exclusion Clause	<p>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:</p> <p>10.1. Any infectious or contagious disease, virus, bacterium or other micro-organisms (whether asymptomatic or not),</p> <p>10.2. The Coronavirus (COVID 19) inclusive of any mutation or variation thereof, or</p> <p>10.3. 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”).</p>	<p>This Policy excludes any loss, damage, liability, Claim, cost, or expense of whatsoever nature (and howsoever arising), directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> <p>Regardless of the foregoing contained in this Communicable Disease Exclusion, losses directly caused by any peril otherwise covered in terms of the Policy which have not otherwise been excluded under this Policy will be covered.</p> <p>If We allege that loss or damage is not covered by this Policy, the burden of proving the contrary will rest with You.</p>
Sanctions Exception	<p>11.1. 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.</p> <p>11.2. 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.</p>	<p>SANCTIONS EXCEPTION (LMA3100) 01/01/2023</p> <p>11.1. We will not provide any cover or be deemed to provide any cover and We 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.</p> <p>11.2. We have the right, at Our own discretion and in all instances not to provide cover or to void and / or cancel the Policy, any Section and / or item due to the activities mentioned in (11.1.) above or where We become aware of any breach of this Sanctions Exception.</p>

PART 3 - POLICY SECTIONS

FIRE AND ALLIED PERILS
SPECIFIC EXCLUSIONS

DEFINITIONS	OLD	NEW
Renovations	<p>7. to property in the course of renovations, additions or extensions unless You notify Us of such renovations, additions or extensions and unless You, before the occurrence of any of the aforementioned activities obtain Our written agreement to continue cover for the duration of renovations, additions or extensions as the case may be.</p> <p>Further provided, that if We have agreed to extend the cover provided under this Section that if the event is that of theft that such theft is accompanied by violent, forcible and visible entry into the premises,</p>	<p>7.1. for the purpose of this property in the course of renovations, additions or extensions exclusion, such activities will only apply to structural changes being performed by a Suitably Qualified Person and will not relate to or include activities of a cosmetic nature, such as painting activities.</p> <p>For the purpose of this exclusion (7) the term Suitably Qualified Person means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.</p> <p>If an event giving rise to a claim occurs, in determining the application of the term Suitably Qualified, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above,</p>

DEFINITIONS	OLD	NEW
BUILDINGS COMBINED COVER PROVIDED		
Sub Section A - Property	✘	10. Accidental damage to fixed glass or glass forming part of any stove or oven being a built in fixture of the insured building.
SPECIFIC EXCLUSIONS - Applicable to all Sub Section A		
Renovations	<p>1. to property in the course of renovations, additions or extensions unless You notify Us of such renovations, additions or extensions and unless You, before the occurrence of any of the aforementioned activities obtain Our written agreement to continue cover for the duration of renovations, additions or extensions as the case may be.</p> <p>Further provided, that if We have agreed to extend the cover provided under this Section that if the event is that of theft that such theft is accompanied by violent, forcible and visible entry into the premises,</p>	<p>1.1. for the purpose of this property in the course of renovations, additions or extensions exclusion, such activities will only apply to structural changes being performed by a Suitably Qualified Person and will not relate to or include activities of a cosmetic nature, such as painting activities.</p> <p>For the purpose of this exclusion (1) the term Suitably Qualified Person means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.</p> <p>If an event giving rise to a claim occurs, in determining the application of the term Suitably Qualified, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above,</p>

DEFINITIONS	OLD	NEW
OFFICE CONTENTS		
SPECIFIC EXCLUSIONS - Applicable to all Sub Sections		
Renovations	<p>1. to property in the course of renovations, additions or extensions unless You notify Us of such renovations, additions or extensions and unless You, before the occurrence of any of the aforementioned activities obtain Our written agreement to continue cover for the duration of renovations, additions or extensions as the case may be.</p> <p>Further provided, that if We have agreed to extend the cover provided under this Section that if the event is that of theft that such theft is accompanied by violent, forcible and visible entry into the premises,</p>	<p>2.1. for the purpose of this property in the course of renovations, additions or extensions exclusion, such activities will only apply to structural changes being performed by a Suitably Qualified Person and will not relate to or include activities of a cosmetic nature, such as painting activities.</p> <p>For the purpose of this exclusion (2) the term Suitably Qualified Person means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.</p> <p>If an event giving rise to a claim occurs, in determining the application of the term Suitably Qualified, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above.</p>
BUSINESS INTERRUPTION		
SPECIFIC EXTENSIONS		
Public Utilities - Extended cover	Total or partial failure of the public supply of water, gas or electricity to Your premises will be deemed to have resulted from Damage without Material damage being required, provided that this Section does not cover loss or damage directly or indirectly caused by:.....	Cover is subject to Material Damage provision. Loss as insured resulting from interruption of or interference with Your Business in consequence of total or partial failure of the public supply of water, gas or electricity to Your premises will be deemed to have resulted from Damage, provided that this Section does not cover loss or damage directly or indirectly caused by:.....
OPTIONAL EXTENSIONS		
Additional Public Utilities - Extended cover	Total or partial failure of the public supply of water, gas or electricity to Your premises will be deemed to have resulted from Damage (as within defined) without Material Damage being required provided that this Section does not cover loss resulting from damage directly or indirectly caused by:.....	Cover is subject to Material Damage provision. Loss as insured resulting from interruption of or interference with Your Business in consequence of total or partial failure of the public supply of water, gas or electricity to Your premises will be deemed to have resulted from Damage, provided that this Section does not cover loss resulting from damage directly or indirectly caused by:

DEFINITIONS	OLD	NEW
Public Telecommunications - Extended cover	Loss as insured resulting from interruption of or interference with the Business in consequence of the failure of the public telecommunication facilities to Your premises will be deemed to have resulted from Damage, without Material damage being required, provided this extension does not cover loss resulting from damage directly or in directly caused by:	Cover is subject to Material Damage provision. Loss as insured resulting from interruption of or interference with the Business in consequence of the failure of the public telecommunication facilities to Your premises will be deemed to have resulted from Damage, provided this extension does not cover loss resulting from damage directly or indirectly caused by:
STATED BENEFITS AND GROUP PERSONAL ACCIDENT		
DEFINITIONS		
Emergency Benefit	means costs and / or expenses incurred due to an Accident and / or unforeseen event not otherwise excluded. The Emergency Benefit does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.	means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded. The Emergency Benefit does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership. Further noted that where We agree to pay such costs, that these will not be a Lump Sum payment and any benefit hereunder will only be paid once We have received satisfactory evidence to support any claim made under this benefit.
Lump Sum	x	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a Loss of Income and which cannot be quantified by evidence of the Loss of Income suffered.
Loss of Income	x	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the Emergency Benefit insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
MOTOR		
DEFINITIONS		
Vehicle	Buses designed to seat more than 10 passengers (inclusive of the driver) .	Buses designed to seat more than 35 passengers (inclusive of the driver).
Vehicle	x	Minibus vehicles designed to convey more than 10 but not more than 16 persons (inclusive of the driver), midibus vehicles designed for the conveyance of more than 16 but not more than 35 persons (inclusive of the driver).

DEFINITIONS	OLD	NEW
SPECIFIC EXCLUSIONS		
Fraudulent Scheme	We will not be liable for any claim arising from, through or in connection with any fraudulent scheme, trick, device or false pretence practised on You (or any person having custody of Your property) or fraud or the dishonesty of any of Your employees, principals or agents.	We will not be liable for any claim arising from, through or in connection with any fraudulent scheme, trick, device or false pretence practised on You (or any person having custody of Your property).
ELECTRONIC EQUIPMENT		
DEFINITIONS		
Accident	✘	<p>applicable to the Increased Cost of Working item insured under Sub Section B: Consequential Loss only) means:</p> <ol style="list-style-type: none"> 1. sudden and unforeseen physical loss of or damage to the Insured Property described in the Schedule from any cause as provided for under Sub Section A : Material Damage of this Section, liability under which Sub Section will, except for the provisions relating to the first amount payable or the maintenance / lease agreements, be a condition precedent to liability hereunder/ 2. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any sudden and unforeseen accidental cause other than: <ol style="list-style-type: none"> 2.1. Your deliberate act or that of any supply authority, 2.2. Drought or shortage of fuel at any electricity utility <p>Special conditions applicable to the failure of the public supply of electricity:</p> <ol style="list-style-type: none"> 3. Our liability will not exceed the sum insured stated in the Schedule in respect of Sub Section B, Increased Cost of Working, 4. the Indemnity Period will commence, 12 hours after the failure and end not later than 30 days after such failure.

DEFINITIONS	OLD	NEW
Sub Section B		
Increased cost of Working	x	<p>The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by You during the Indemnity Period in consequence of the Accident for the sole purpose of avoiding or diminishing the interruption of or interference with Your Business not exceeding R10 000 or such other amount stated in the Schedule, less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business as may cease or be reduced in consequence of the Accident and You will bear the first R500 of each and every claim.</p> <p>Provided that: The indemnity by this item will not apply directly or indirectly to:</p> <ol style="list-style-type: none"> 1.1. the cover provided for in terms of the Reinstatement of Data item of this Sub Section B – Consequential Loss, 1.2. the intrinsic value (inclusive of the reinstalment value) of the Insured Property insured by Sub Section A: Material Damage, 1.3. We will not be liable to pay more than R10 000 per any one event or such other amount stated in the Schedule where We have previously agreed, and additional premium has been paid by You.
Specific Exclusions - Sub Section B		
Fines and Penalties	x	2. any fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature,
Loss of Profits	x	3. any loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

DEFINITIONS	OLD	NEW
Optional Extension- Sub Section B		
Telkom Access Lines	x	<p>(if stated in to be included) Subject to the limits specified in the Schedule, consequential loss as provided for under the cover provided of Sub-Section B arising from Accidental failure of the Telkom access lines is included, provided always that the insurance under this extension will be subject to the special conditions below.</p> <p>Special conditions applicable to Telkom access lines: 1.1. Our liability will not exceed the sum insured by this Sub-Section. 1.2. the Indemnity Period will commence 12 hours after the failure and end not later than 30 days after such failure. 1.3. the insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.</p>
Specific Extensions Applicable to All Sub Sections		
Prevention of Access	x	<p>If, during the Indemnity Period, the Business at the premises is interrupted or interfered with in consequence of You being prevented from having access to the property insured situated at the buildings insured and caused by damage to property within a 10 km radius of the buildings insured as described in the Schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, We will indemnify You for loss resulting from such interruption or interference in accordance with the provisions contained herein.</p> <p>Provided that: 3.1. You are not entitled to indemnity as provided for in this extension under any other policy or Section of this Policy, 3.2. this Section will not be brought into contribution with any other policy or Section of this Policy bearing a like extension.</p>
PERSONAL LINES CLASSES	ALL PERSONAL LINES COVERS UNDER THE COMMERCIAL PRODUCT HAVE BEEN ENHANCED WITH THE NEW UPDATED PERSONAL LINES OFFERING	