



**CIB ENGINEERING
CONTRACTORS 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 **Your** 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 may 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 **Your** 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 **Your** 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.

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 .
Contract	<p>means the written agreement which sets out the scope and terms of work for a construction project between the contractor performing the construction work and the person or company who employs the contractor to perform the work.</p> <p>Such agreement is inclusive of but not limited to:</p> <ol style="list-style-type: none"> 1. details of work to be done, 2. start and completion dates, 3. parties who will participate in the construction process, 4. Maximum Contract Value, 5. how the parties to the Contract will communicate, 6. procedures for changing the scope of work or other parts of the agreement, 7. how disputes will be handled.
Contract Works	means the permanent and Temporary Works erected or in course of erection in performance of the contract and the materials and goods intended for incorporation therein all being Your property or for which You are contractually responsible whilst on or adjacent to or in the vicinity of the Contract Site .
Costs and Expenses	means expenditure incurred by You for the purpose of restoring or regaining access to the insured contract site or works in order to restore normal working conditions in respect of hoarding, shoring, propping, covering and protection of property, extinguishing and fighting of fire, recovery, demolishing and removal of property, disposal of wreckage, detritus, debris, water and other matter.
Material Fact	means any information or fact, irrespective whether specifically asked for or not, which could influence

	<p>Our acceptance of the risk under this Policy, the Terms and Conditions which will apply or the premium to be charged for such risk.</p>
Maximum Contract Value	<p>means the accepted tender and documented contract amount inclusive of VAT, labour and all free issue materials stated as a monetary value which represents the largest contract value for any one contract / site as noted in the Schedule.</p>
Period of Insurance	<p>means the period as stated on Your Schedule.</p>
Practically Completed	<p>means that the Contract Works are sufficiently complete and can be safely used by the Employer for the intended purpose.</p>
Run-Off Cover	<p>means that You have either cancelled this Policy or transferred Your cover to another insurance provider (midterm or at renewal) and existing projects insured under this Policy have not yet been completed, then prior to such cancellation or transfer of Your cover You must first obtain Our written agreement to continue cover for the duration of the Contract until finalisation.</p> <p>This cover is not automatic and You must advise Us of the Contracts to which this applies and provide Us with all necessary information and proofs as We so require. At Our option following receipt of such information and proofs, We may apply Terms and Conditions commensurate to the risk for the extension of such cover.</p>
Run-On Cover	<p>means that You have either cancelled a former policy as insured by another insurance provider (midterm or at renewal) or transferred Your cover to Us and existing projects insured under the former policy have not yet been completed, then at inception of the Policy You must declare such Contracts to Us and obtain Our written agreement to continue cover for the duration of the Contract until finalisation.</p> <p>This cover is not automatic and You must advise Us of the Contracts to which this applies and provide Us with all necessary information and proofs as We so require. At Our option following receipt of such information and proofs, We may apply Terms and Conditions commensurate to the risk for the extension of such cover.</p>

<p>Schedule</p>	<p>means the document which sets out the details of the insured risk inclusive of all Sums Insured, covers elected, extension limits and excesses.</p> <p>Where the Schedule contains amendments to the Policy these will override the Policy.</p> <p>For the purpose of this definition, the Schedule will be issued in the following instances:</p> <ol style="list-style-type: none"> 1. Inception of a new policy, or 2. Renewal of terms, or 3. Variation.
<p>Section</p>	<p>means</p> <ol style="list-style-type: none"> 1. Material Damage covered under Section 1: <ol style="list-style-type: none"> 1.1. Contractors All Risks (Annual), and / or 1.2. Contractors All Risks (Specific), and / or 2. Third party Liability noted under Section 2: <ol style="list-style-type: none"> 2.1. Contractors Liability <p>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.</p>
<p>Terms and Conditions</p>	<p>means all the terms, conditions, exclusions, extensions, limitations and all other clauses forming part of this Policy.</p>
<p>the Policy / this Policy</p>	<p>means this document which sets out the Terms and Conditions on which the insurance cover is provided under this Policy.</p>
<p>Temporary Works</p>	<p>all constructional aids equipment or other structures (not being part of the permanent works) used or intended for use in the performance of the Contract and which do not comprise of mobile plant and which the Contractor does not intend to remove from the Contract Site on completion of the Contract and where the full value of which has been included in the contractor's tender price.</p>
<p>Turnover</p>	<p>means the total value of new works performed during the Period of Insurance (inclusive of VAT and labour costs), as well as the value of all free issue materials supplied by or on behalf of the principal and the cost of works performed by all sub-contractors.</p>
<p>Variation</p>	<p>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.</p>

We / Us / Our / the Insurer	<p>means Guardrisk Insurance Company Limited and / or CIB (Pty) Ltd the Underwriting Manager on its behalf.</p> <p>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].</p>
You / Your / Yours / Yourself / the Insured	<p>means the entity or person identified in the Schedule as the Insured, or as more specifically defined in the specific Sections.</p>

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:

1. COMPANY’S RIGHTS AFTER AN EVENT AND SUBROGATION

- 1.2.1 take, enter, or keep possession of any property being the subject of a claim and deal with it in any reasonable manner,
- 1.2.2 **You** may not dispose of any such property without the lead insurer’s consent. This Condition will be evidence of **Your** 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,
- 1.2.3 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,
- 1.2.4 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.
- 1.2.5 **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,
- 1.2.6 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,
- 1.2.7 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. in any event 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	<p>means:</p> <ol style="list-style-type: none"> 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. <p>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.</p>
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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)

15.8. **Adjustment of Premium**

Where the premium is based on estimates of contract values or contractual **Turnover** **You** will as the case may be declare such final contract value at the completion of the contract or declare the total value of contractual turnover achieved during the **Annual Period** where **We** will upon receipt adjust the premium accordingly.

The minimum premium retention will not be less than 75% of the provisional premium.

16. **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**.

17. **LAW AND LEGAL JURISDICTION**

17.1. **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.

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

17.3. 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.

18. **COVER PROVIDED BY THIS POLICY**

No cover will be provided if the premium for this **Policy** has not been received as mentioned 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**:

- 18.1. has no monetary amount next to it or is left blank, or
- 18.2. has been filled in as "nil", or
- 18.3. has been filled in as "not applicable".

19. TERRITORIAL LIMITS

Unless stated otherwise in the **Policy Sections / Schedule and / or Annexure** the territorial limit applies to the area which constitutes the Republic of South Africa only.

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 foregoing,
 - 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 1976) 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. 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:

<p>Cyber Incident</p>	<p>means:</p> <ol style="list-style-type: none"> 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, <p>affecting access to, processing of, use of or operation of any Computer System or any Data by any person.</p>
<p>Computer System</p>	<p>means:</p> <ol style="list-style-type: none"> 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.
<p>Data</p>	<p>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.</p>
<p>Insured Perils</p>	<p>means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.</p>
<p>Malware and Similar Mechanism</p>	<p>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.</p>
<p>Time Element Loss</p>	<p>means business interruption, contingent business interruption or any other consequential losses.</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:

- 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:
 - 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**.
- 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.

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. COMMUNICABLE DISEASE EXCLUSION (CIB) 01/01/2023

For the purpose of this **Communicable Disease** Exclusion the following definition terms bear reference and apply:

Authority	means: <ul style="list-style-type: none"> 1. World Health Organization, 2. any appropriate Local, National, Governmental, or International Body, Agency, or State approved Authority.
Communicable Disease	means: <ul style="list-style-type: none"> 1. any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

	<ol style="list-style-type: none"> 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 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 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>Claim</p>	<p>means (for the purpose of this exclusion, inclusive of but not limited to):</p> <ol style="list-style-type: none"> 1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any Authority, 2. any travel advisory or warning being issued by any Authority, 3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently), 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, 5. any loss due to interruption to or interference with the Business, 6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.

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.

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.

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

8. SANCTIONS EXCEPTION (LMA3100) 01/01/2023

- 8.1. **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.
- 8.2. **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.

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.

10. EXCLUDED CONTRACTS

We will not be liable for any loss, damage, costs or expenses directly or indirectly arising from contracts involving or falling into any of the below.

- 10.1. Where the contract value at time of award exceeds the **Maximum Contract Value** on the **Schedule** (applicable to Contractors All Risks (Annual) type policies).
- 10.2. Contracts with a construction period which exceeds the maximum contract period limit as stated on the **Schedule**.
- 10.3. Contracts with an inception date prior to the dates specified on the **Schedule**.
- 10.4. Underground working of any colliery or mine
- 10.5. On an existing airport runway or airstrip or in or on any aircraft
- 10.6. In or on waterborne vessels
- 10.7. Involving harbours, jetties, offshore pipelines, piers, wharfs, dams, canals, water channels, tunnels, shaft sinking and bridges over watercourses.
- 10.8. Involving the installation of the plant intended for the processing of hydrocarbons
- 10.9. Any works where a major wet / water or structural or subsidence / landslip or geological hazard are known to exist.
- 10.10. Thatch risks or sub-economic housing schemes.

Unless prior written agreement is given by **Us** and so endorsed on the **Schedule**.

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 will not exceed in respect of a particular **Section** the amount stated in the **Schedule / Annexure**.

2. PAYMENTS ON ACCOUNT

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

3. 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.

4. 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**.

5. 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:

- 5.1. 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,
- 5.2. 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,
- 5.3. cover is subject to any additional information and / or documentation if required by **Us**,
- 5.4. premium payable by **You** to **Us** will commence from the agreed "Hold covered" date, and subject to all the **Terms and Conditions**.

6. 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:

- 6.1. 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.
- 6.2. 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.

7. SITE INSPECTION

We will be permitted, but not obliged, to inspect **Your** contract site and operations at any time and at **Our** own discretion. Neither **Our** rights to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of, or for **Your** benefit or others, to determine or warrant that such property or operations are safe.

You are reminded of the General Condition headed Duty to Take Reasonable Steps and Precautions and **Your** ongoing responsibilities to ensure compliance therewith as well as all duties regarding the safety and performance of **Your Contract** obligations.

8. 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.

9. HEADINGS

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

PART 3

SECTION 1: MATERIAL DAMAGE

COVER PROVIDED

We will indemnify **You** for accidental, sudden and unforeseen physical loss / damage to the whole or part of the Property Insured as described in the **Schedule** from any cause other than those specifically excluded.

1. PROPERTY INSURED

Permanent and **Temporary Works** and all materials intended for incorporation in the permanent or **Temporary Works**, belonging to **You** or for which **You** are responsible, or for which **You** are required to insure and pertaining to the insured **Contract**.

2. PERIOD OF INSURANCE

The **Period of Insurance** will commence and expire on the dates specified on the **Schedule**. The **Contracts** insured under this **Policy** will be subject to the following conditions:

- 2.1 the construction period will commence once the contractors have taken possession of property / site to be worked upon,
- 2.2 the construction period will end if any part of the works have been **Practically Completed**, taken into use or on the date specified on the **Schedule**,
- 2.3 whilst in transit, inclusive of loading and unloading or whilst temporarily stored at any premises en route to or from the contract site within the territorial limits.
- 2.4 followed by the maintenance period as stated on the **Schedule**.

Contracts with an inception date before the inception date stated on the **Schedule** are specifically excluded, unless otherwise agreed with **Us** in writing beforehand.

3. MAINTENANCE PERIOD

This **Policy** will be extended to be inclusive of cover for the maintenance period specified in the **Schedule**:

- 3.3. caused by **Your** contractor during the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the **Contract**,
- 3.4. occurring during the maintenance period, provided such loss or damage was caused on the site during the construction period before the certificate of completion was issued.

4. ESCALATION

Contract escalation, re-valuation, devaluation in the **Contract** price occurring during the **Period of Insurance** and during any period of repair up to a limit of 15% is included unless otherwise agreed by **Us** and reflected on the **Schedule**.

5. BASIS OF LOSS SETTLEMENT

In the event of any accidental, sudden and unforeseen physical loss / damage the basis of any settlement under this **Policy** will be:

- 5.1. in the case of a partial loss – the cost of repairs necessary to restore the property to the condition immediately before the occurrence of the damage less salvage, or
- 5.2. in the case of a total loss – the actual value of the property immediately before the occurrence of the loss less salvage, however, only to the extent the costs claimed had to be borne by **You** and to the extent they are inclusive of the sums insured and provided always that the provisions and conditions have been complied with.

- 5.3. extra charges, incurred in connection with the loss, for overtime, night work, work on public holidays, express and air freight, fire brigade charges, removal of debris will not be reimbursed, unless provided for on the policy schedule.

We will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired will be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, the settlement will be made on the basis provided for in (5.2) above.

The cost of any provisional repairs will be borne by **Us** if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and / or improvements will not be recoverable under this **Policy**.

EXTENSIONS (APPLICABLE TO SECTION 1: MATERIAL DAMAGE)

The following Extensions (each individually) are subject to the **Terms and Conditions** of the **Policy** as if they had been incorporated into such Extensions.

1. SURROUNDING PROPERTY

We will extend the **Policy** to be inclusive of property (other than contract works or construction plant and equipment used or intended for use on the insured **Contract**) being worked upon which is:

- 1.1. **Your** responsibility contractually or otherwise, or
- 1.2. in **Your** care, custody and control and arising from or in connection with the performance of the insured **Contract**

Provided that this indemnity will only apply to the extent that indemnity is not obtained under any other policy of insurance effected for **Your** benefit.

This extension is limited to the amount stated in the **Schedule** in respect of any one event.

2. COSTS AND EXPENSES (BASIC)

We will indemnify **You** for **Costs and Expenses** following accidental, sudden and unforeseen physical loss / damage borne by **You** to comply with the requirements of the insured **Contract** or any laws or regulations. Such **Costs and Expenses** will be inclusive of:

- 2.1. professional fees,
- 2.2. removal of property to suitable premises for repair,
- 2.3. delivery of repaired or replacement property to the situation where the loss or damage occurred, or to premises as directed by **You**,
- 2.4. supervision and overhead charges.

This extension is limited to the amount stated in the **Schedule** in respect of any one event.

3. COSTS AND EXPENSES (EXTENDED COVER)

We will indemnify **You** for **Costs and Expenses** following the operation of any peril, cause or occurrence within the territorial limits not excluded by this **Policy** regardless of no physical loss or damage to property insured having occurred.

This extension is limited the amount stated in the **Schedule** in respect of any one event.

4. INLAND TRANSIT

Section 1: Material Damage of this **Policy** is extended to cover loss of or damage to the insured property whilst in transit to the contract site by inland road transit only. It being understood that transit by waterways, rail or air is specifically excluded from the cover provided.

This extension is limited to the amount stated in the **Schedule** in respect of any one event.

5. TEMPORARY OFF-SITE STORAGE

Section 1: Material Damage of this **Policy** is extended to cover loss of or damage to property insured in temporary off-site storage, within the territorial limits. It being understood that property being manufactured, processed or stored at a manufacturer, distributor or supplier premises is specifically excluded from the cover provided. Theft / burglary or attempt thereat must be accompanied by forcible and / or violent entry or exit.

It is a condition, precedent to **Our** liability hereunder that **You** comply with the below provisions, failure of which will result in **Your** forfeiture to claim hereunder.

- 5.1. All temporary off-site storage areas must be (as appropriate for the particular location or type of property being stored):
 - 5.1.1. enclosed and locked, and
 - 5.1.2. guarded, and
 - 5.1.3. protected against fire,
 - 5.1.4. positioned in such a way as to prevent damage by water or flood.

This extension is limited to the amount stated in the **Schedule** in respect of any one event.

6. WORK AWAY (IF STATED TO BE INCLUDED)

Section 1: Material Damage of this **Policy** is extended to cover loss of or damage to property insured whilst it is situated at any premises within the territorial limits for the purpose of repair, modification, treatment or further work of construction other than loss or damage caused by the misapplication of tools or resulting from any manufacturing process.

This extension is also applicable to manufacturers premises within the territorial limits provided that the property insured is specifically designated for an insured **Contract** and **You** have an insurable interest in the property insured.

7. THATCH CONSTRUCTION (MUST BE REFERRED, COVER NOT INCLUDED)

If **We** have given prior written consent all buildings or structures which are constructed with Thatch must meet the below requirements. **We** will not be liable for any claim arising out of or in connection with **Your** failure to comply to these requirements:

- 7.1. construction must be in accordance with National Building Regulations,
- 7.2. thatch must be kept under roof and raised off the ground,
- 7.3. lightning masts must be erected as per SABS standards prior to the erection of the thatch roof,
- 7.4. there must be a 5 meter firebreak around the construction,
- 7.5. two 12kg DCP fire extinguishers must be utilised per construction. These are to be wall mounted 1.5m from the ground with symbol signage indicating the position thereof and these must be serviced annually by an accredited SAQCC registered technician.
- 7.6. Hot work permits / methods must be implemented and enforced

8. 50/50 CLAUSE (IF STATED TO BE INCLUDED)

If **We** have given prior written consent to indemnify **You** for a **Contract** beyond the borders of the Republic of South Africa and **We** have endorsed **Your Schedule** to stipulate the details of such **Contract**, then where an event gives rise to an indemnifiable claim to insured property the amount payable by **Us** will not exceed the costs that

would have arisen had the event occurred within the borders of South Africa. Any deductible stated on the **Schedule** will be increased by 50% and **You** will contribute 50% of the loss adjusting costs.

9. BENEFICIAL OCCUPATION (IF STATED TO BE INCLUDED)

Section 1: Material Damage of this **Policy** will be extended to cover loss of or damage to property insured put into service by the Employer, provided always that the insurance hereby granted will be limited to:

- 9.1. a period not exceeding the period stated in the **Schedule** from the date of taking into beneficial use or taking over of any part of the property insured,
- 9.2. the period preceding the date of takeover as a whole of the property insured as provided for in the conditions of **Contract**.

For the purpose of the cover provided by this Beneficial Occupation Extension cover will specifically exclude any form of contents cover.

10. ROAD SECTIONS LIMITATION

DEFINITIONS

For the purpose of this “Sections Limitation” Clause, the below mentioned definitions apply:

Not Yet Completed	means a road portion without asphalt or concrete course having been laid.
Road	means all types of roads inclusive of but not limited to motorways and highways.

Section 1: Material Damage of this **Policy** will be extended to cover loss of or damage to portions of **Road Not Yet Completed** and have not been primed or sealed by application of bitumen. **Our** liability will be limited in respect of the aggregate length of the portions of **Road Not Yet Completed** at any one time.

Cover is limited to the amount stated in the **Schedule** in respect of any one event.

We will not be liable for any loss or damage due to or exacerbated by **Road** traffic, whether by construction vehicles or public / private vehicles.

11. OPEN TRENCH LIMITATION

Section 1: Material Damage of this **Policy** will be extended to cover loss of or damage to the earthworks of a trench excavated by **You** and / or bedding material located in the trench provided:

- 11.1. the new services forming part of the **Contract Works** immediately after laying have been secured in such a manner by backfilling and compacting that they cannot be displaced if the trench is flooded,
- 11.2. the new services forming part of the **Contract Works** immediately after laying have been closed to prevent water, silt and the like from penetration,
- 11.3. the tested parts of the new services have been completely backfilled and compacted after pressure testing.

Cover is limited to the amount stated in the **Schedule** in respect of any one event.

SECTION 2: CONTRACTORS THIRD PARTY LIABILITY (OCCURRENCE BASIS)

DEFINITIONS

For the purpose of this **Section** and wherever these appear, the below mentioned definitions bear reference and apply.

Damage	means accidental physical loss of possession or control of, or actual physical damage to tangible property.
Damages	means monetary compensation (which term will be inclusive of 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.
Event	means any circumstance or incident which may give rise to a claim for indemnification as insured under this Section of the Policy .
Injury	means accidental death, bodily injury, mental injury, illness (mental or physical) or disease of or to any person.
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.
Legal Costs	means costs, charges and expenses which We incurred or which You incurred with Our prior consent: <ol style="list-style-type: none"> 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.
Pollution	means: <ol style="list-style-type: none"> 1. actual, alleged, or threatened: <ol style="list-style-type: none"> 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.

SPECIAL CONDITION APPLICABLE TO SECTION 2. CONTRACTORS THIRD PARTY LIABILITY: OCCURRENCE BASIS

Refer to the General Condition headed Our Rights After an Event and Subrogation.

No admission, offer, promise, payment or indemnity will be made or given by **You** or on **Your** behalf without **Our** prior written consent. **We** will take over and conduct in **Your** name the defence settlement of any claim or to prosecute in **Your** name for **Our** own benefit any claim for indemnity or **Damages** or otherwise and **We** will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give such information and assistance to **Us** as **We** may reasonably require.

COVER PROVIDED

We will indemnify **You** in respect of **Damages** for which **You** will become legally liable to pay consequent upon accidental **Injury** or **Damage** occurring at the situation of the **Contract** and arising out of the performance of an insured **Contract**.

1. LIMIT OF INDEMNITY

The amount payable inclusive of any **Legal Costs** recoverable from **You** by a claimant or any number of claimants and other costs and expenses incurred with **Our** consent for any one **Event** or **Occurrence** will not exceed the amount stated on the **Schedule**.

2. PERIOD OF INSURANCE

The Period of Insurance will commence and expire on the dates specified on the **Schedule**.

EXTENSIONS (APPLICABLE TO SECTION 2: CONTRACTORS THIRD PARTY LIABILITY : OCCURRENCE BASIS)

The following Extensions (each individually) are subject to the **Terms and Conditions** of the **Policy** as if they had been incorporated into such Extensions.

1. SPREAD OF FIRE

Section 2: Contractors Third Party Liability of this **Policy** will be extended to cover **Damages** as a result of spread of fire arising directly out of the performance of the works. Provided that such indemnity will be limited to **Damage** to buildings, property, cultivated land, accidental death to domestic animals and livestock but only during the execution of the contract works.

This extension of cover is not in addition to the **Policy Limit of Indemnity** for **Section 2: Contractors Third Party Liability** and applies for every occurrence which has a common cause irrespective of the number of individual claims.

Cover is limited to the amount stated in the **Schedule** in respect of any one event.

2. **BLASTING EXTENSION (MUST BE REFERRED, COVER NOT INCLUDED)**

If stated to be included at an additional premium and subject to the **Terms and Conditions** provided by **Us** then **Section 2: Contractors Third Party Liability** of this **Policy** will be extended to cover loss of or damage as a result of blasting, provided that **You** comply with the below conditions.

- 2.1 **You** will prior to the commencement of any blasting operation record by photographic evidence, all existing defects in any property in the vicinity of the blasting location which may be affected and such record or evidence will be dated and witnessed by the owner or tenant of such property or a responsible third party,
- 2.2 Any existing defects found will be monitored by **You** at least every 24 hours and in the event of any detrimental effects evidenced, operations will be ceased and **We** will be notified immediately. Operations will not commence without **Our** prior written approval,
- 2.3 **You** comply with the provisions of the Explosive Act (15 of 2003) or any subsequent amendment or updated / replacement legislation as well as any other statutory laws and regulations which have bearing on the works.
- 2.4 Protection mats must be used during all blasting operations.
- 2.5 A crack survey is to be performed and provided to **Us** before blasting commences.

3. **VIBRATION, REMOVAL OR WEAKENING OF SUPPORT (MUST BE REFERRED, COVER NOT INCLUDED)**

We will indemnify **You** in accordance with the cover provided for accidental **Injury** or **Damage** occurring during the **Period of Insurance** and caused by the vibration, removal of, or weakening of, or interference with support to land and / or property adjacent to the **Contract** site in the course of the execution of the **Contract**. Provided that the amount payable inclusive of **Legal Costs** incurred with **Our** consent for any one **Event** or **Occurrence** will not exceed the **Limit of Indemnity** stated in the **Schedule**.

It is a condition precedent to **Our** liability hereunder that the following requirements are met prior to commencement of vibration, removal or weakening of support indemnity:

- 2.1. Before commencement of operations:
 - 2.1.1. the consent of the owner of any property which will be encroached upon by reason of the executions of the **Contract** has been obtained,
 - 2.1.2. the necessary excavation and / or other permits have been obtained from the appropriate authority,
 - 2.1.3. subsequent to **Our** acceptance of risk under this **Policy**, any major alterations to design and / or method of work has received prior written approval from **Us**.
- 2.2. Any **Damages** caused by vibration or by the removal or weakening of support are further subject to and conditional to the below provisions.
 - 2.2.1. **We** will only indemnify **You** in respect of **Damages** if prior to the commencement of works that the construction is sound and the necessary loss prevention measures have been taken.
 - 2.2.2. Before commencement of construction and at **Your** own expense, where required by **Us**, **You** prepare a report on the condition of any endangered property or land or building.

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

1. any claim which is foreseeable having regard to the nature of the construction work or the manner of its execution,

2. any superficial **Damage** which neither impairs the stability of the property, land or buildings nor endangers their users,
3. the costs of loss prevention.

SPECIFIC EXCLUSIONS APPLICABLE TO ALL SECTIONS

We will not indemnify **You** in respect of any claim caused by, through, or in connection with:

1. any consequential loss of any kind or description whatsoever other than as provided elsewhere in this **Policy**,
2. any loss of property insured by disappearance or by shortage or theft, where such loss is revealed only by the taking of an inventory or periodic stocktaking,
4. any loss or **Damage** to and the costs necessary to replace, repair or rectify:
 - 4.1 any property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship or any part thereof,
 - 4.2 any property insured lost or damaged to enable the replacement, repair or rectification of the property insured excluded by (4.1) above. Exclusion (4.1) above will not apply to other property insured which is free of the defective condition but is damaged as a consequence thereof.

For the purpose of the **Policy** and not merely this exclusion the property insured will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship or any part thereof,
 - 4.3 any re-design, improvement, betterment or alteration on the occasion of repair, replacement or reinstatement of physical loss or damage,
5. any loss or **Damage** due to total cessation of work and abandonment of the insured **Contract** for a period exceeding 90 consecutive days,
6. any liquidated **Damages** or penalties for delay or in connection with guarantees of performance or efficiency,
7. any cost of repairing, replacing or rectifying normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise upkeep or making good normal rust, erosion, corrosion, oxidisation or scratching of painted or polished surfaces unless caused as a direct result of a peril which is otherwise insured by this **Policy**. This exception will not apply to other resultant indemnifiable **Damage**.
8. any cost of continuous dewatering to maintain working conditions following ingress into the property insured of normally expected inflow of water from naturally occurring underground sources,
9. any loss of or damage to anything existing on or adjacent to or in the vicinity of the **Contract** site before commencement of the insured **Contract**,
10. any loss of or **Damage** to the permanent works or part thereof occurring during the contractual defects liability period or maintenance period, other than from:
 - 10.1 a cause occurring during the **Contract** and prior to commencement of such defects liability period or maintenance period,
 - 10.2 any act or omission of the contractor or sub-contractor in the course of the work carried out in pursuance of their obligations with regard to rectification of defects or maintenance under the **Contract**.
11. any loss of or **Damage** to property insured arising during the continuation of any marine or air transport or whilst in storage thereafter, unless the property has been examined for damage and found to be in good order before

onward shipment or storage. Should loss of or damage to property insured due to a peril insured against being discovered after cover under an applicable marine insurance policy has terminated, and it is not possible to ascertain whether the cause of such loss or damage happened prior to the marine venture or subsequently, then it is understood and agreed that **We** will only contribute 50% of the properly adjusted claim.

12. the first application of heat to refractory linings thereto or from withdrawal of heat therefrom,
13. any loss or **Damage** in any way connected to or arising from the breach or non-compliance with any laws, regulations, by-laws applicable to the Building or Engineering industry or any instruction or directive of Building or Engineering body or authority by **You, Your** competent and authorised agents or representatives,
14. any loss occasioned by or through or in consequence of the destruction of or damage to the property insured by order of any lawfully constituted authority,
15. any amount stated in the **Schedule** as the deductible,
16. any **Injury** to any person employed by **You**, under a contract or service or apprenticeship if,
 - 16.1 **Injury** arises out of or in course of such employment,
 - 16.2 any sums payable by **You** under legislation relating to occupational death, bodily, injury or illness,
17. any loss of or **Damage** to property:
 - 17.1 belonging to **You** or in **Your** care, custody or control or any servant or agent of **Yours** which forms part of or should form part of the contract works,
 - 17.2 being that part of any property on which **You** or any servant or agent of **Yours** has been working if the loss or damage results directly from such work,

For the purpose of this Exclusion (17) above relates solely to **Section 2: Contractors Third Party Liability** and the terms “care, custody or control” do not apply to property of employees or visitors’ vehicles inclusive of their contents and accessories not hired or lent to **You** using the contract site for parking, and property not hired by or lent to **You** for which **You** have agreed to provide storage facilities.
18. any loss of or **Damage** caused by the unlawful occupation of any part of the contract site and / or any cost incurred to remove such unlawful occupants,
19. any loss of or **Damage** to the property insured caused by or attributable to the dishonesty and /or wilful act of any of **Your** partners or employees,
20. any legal liability, claim, cost or expense:
 - 20.1 arising out of or in connection with the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or trailer, but this exclusion will not apply to mechanical plant while in operation as a tool of trade,
 - 20.2 arising by or through or in connection with the ownership, possession or use by **You** or on **Your** behalf of any aircraft or watercraft,
 - 20.3 for any **Damages** or penalties for delay or detention or in connection with guarantees of performance or efficiency,
 - 20.4 arising from or connected with any professional advice, remedial or other treatment (other than first aid), given by **You** or any person acting for or on **Your** behalf,

- 20.5 caused by or in connection with the intentional removal or weakening of or interference with the support to any land structures building or other property unless such cover has been requested by **You** and approved by **Us** beforehand. This exception will not apply to liability arising out of shock or vibration or negligence of the contractor.
- 20.6 attaching to **You** in terms of any contract or agreement of any nature, whether written, verbal, explicit, tacit or implied unless such liability would have attached to **You** regardless of the existence of such contract or agreement, but this exception will not apply to:
 - 20.6.1 the insured **Contract** or sub **Contract** agreements,
- 21. any claims arising out of or in connection with the design of the works or property insured or any part thereof,
- 22. any other specific agreement which has not been advised to **Us** and accepted by **Us** in writing,
- 23. any liability in respect of **Injury** or **Damage** or loss of use of property directly or indirectly caused by seepage, **Pollution** or contaminating substances unless the seepage, **Pollution** or contamination is caused by a sudden unintended and unforeseen occurrence,
- 24. **Pollution Costs** unless the seepage, **Pollution** is caused by a sudden unintended unforeseen occurrence,
- 25. any fines, penalties, punitive or exemplary damages resulting from **Pollution** or contamination,
 - 25.1 **We** will not be held liable to defend any claim or suit seeking to impose such **Pollution Costs** and expenses or liability for such **Damages** or any other relief.
- 26. any such sums that **You** will become legally liable to pay as **Damages** consequent upon the accidental loss of or **Damage** to existing underground cables or pipes or services of any kind, unless prior to **Your** commencement of the works the exact location, position, function and importance of all such cables, sewers or pipes has been established and furnished to **You** in writing under the hand of the relevant authority, owner, person or body concerned.
- 27. any claim resulting from or in connection with any **Event** known to **You**, **Your** directors and officers (inclusive of **Your** Subsidiaries):
 - 27.1. which occurred before the inception of this **Policy** or any extension thereof,
 - 27.2. which has not been reported to **Us** in terms of the General Condition headed Claims.
- 28. any liability resulting from or arising out of any deliberate, conscious, or intentional act or failure by **You**, **Your** directors, officers, management or employees, inclusive of the deliberate, conscious, or intentional disregard of the need to take reasonable precautions to prevent any **Event** which may give rise to a claim.
- 29. any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving:
 - 29.1. actual or alleged unlawful competition,
 - 29.2. unfair practices,
 - 29.3. abuse of monopoly power,
 - 29.4. cartel activities, or
 - 29.5. as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which **Your** liability arose.

30. any liability in connection with, arising from or in connection with a claim for which indemnity should be provided by a Cyber Insurance Policy or which should have been insured by way of a Cyber Insurance Policy,
 - 30.1. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.
31. any liability or costs associated with or in any way connected with compensation provided by any statutory enactment, regardless of whether the applicable legislative fund is incapable of providing such compensation.