



# **Farming Insurance**

## Policy Document

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## General exceptions, conditions and provisions

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Bryte Insurance Company Limited, is herein referred to as “the Company”.

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by, or on behalf of, the insured and receipt thereof by, or on behalf of the Company, the Company specified in the schedule agrees to indemnify or compensate the insured by payment or, at the option of the Company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the sections within up to the sums insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance company or insurer participates in this insurance, the expression “company” shall be amended to “insurers” wherever it appears in this policy. In this event, the percentage share of each insurer will be as expressed in the schedule of this policy and the liability of each such insurer individually shall be limited to the percentage share set against its name.

## Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions

### General exceptions

#### 1. War, riot and terrorism

- a. This policy does not cover any claim, loss, damage, cost or expense of any nature whatsoever related to or caused by,
  - i. civil commotion, labour disturbances, riot, strike, lockout, public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
  - ii. war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not) or civil war;
  - iii.
    - A. 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; or
    - B. insurrection, rebellion or revolution.
  - iv. any act (whether on behalf of any organisation, body, 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;
  - v. 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;
  - vi. any attempt to perform any act referred to in clause (iv) or (v) above;
  - vii. 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 (a) (i), (ii), (iii), (iv), (v) or (vi) above.

If the Company alleges that, by reason of clause 1(a) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

- b. 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.
- c. Notwithstanding any provision of this policy including any exclusion, exception, extension or other provision not included herein which would otherwise override a general exception, 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 exception 1(c), an act of terrorism includes, 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 including 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 the Company alleges that, by reason of clause 1(c) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

## 2. Nuclear

This policy does not cover any legal liability, loss, damage, cost, expense, death or bodily injury whatsoever or any consequential loss directly or indirectly caused by or contributed to, by or arising from:

- a. ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel.
- b. nuclear material, nuclear fission or fusion or nuclear radiation.
- c. nuclear explosives or any nuclear weapon.
- d. nuclear waste in whatever form.

Regardless of any other cause or event contributing concurrently, or in any other sequence to the loss.

For the purposes of this exception only, combustion shall include any self-sustaining process of nuclear fission.

## 3. Computer losses

General exception applicable to all sections of this policy insuring damage to property or the consequences of damage to property or any liability.

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover:

- a. loss or destruction of, or damage to, any property whatsoever (including a computer) or any loss or whatsoever resulting or arising therefrom.
- b. any legal liability of whatsoever nature.
- c. any consequential loss.
- d. directly or indirectly caused by, or contributed to, by, or consisting of, or arising from, the incapacity or failure of any computer, correctly or at all:
  - i. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or
  - ii. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data, or the inability to capture, save, retain or to correctly process such data in regard to, or in connection with, any such date; or
  - iii. to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes; or
  - iv. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb, worm or any other destructive or disruptive code, media, programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer, or non-computer equipment, or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically, or otherwise stored in, or on, any of the above, whether the property of the insured or not.

### Special extension to general exception 3

- a. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the glass, employer's liability, stated benefits, group personal accident or motor section is not excluded by this general exception.

The special perils that are not excluded for the purpose of this special extension are damage caused by:

- i. storm, wind, water, hail or snow excluding damage to property:
  - 1. arising from its undergoing any process necessarily involving the use or application of water;
  - 2. caused by tidal wave originating from earthquake or volcanic eruption;
  - 3. in the underground workings of any mine;
  - 4. in the open (other than buildings structures and plant designed to exist or operate in the open);
  - 5. in any structure not completely roofed;
  - 6. being retaining walls.

Unless 4, 5 and 6 are described as such and specifically insured as a separate item.
- ii. aircraft and other aerial devices or articles dropped therefrom.
- iii. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

- b. General exception 3 also does not apply to consequential loss as insured by any business interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in special extension (a) above.
- c. This special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this computer losses general exception and this special extension.
- d. This special extension shall not apply to any public liability indemnity.

#### 4. Asbestos

Applicable to the public liability section, employer's liability section and sub-section D (liability) of the buildings combined section.

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, 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. Communicable disease exclusion

- 1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum directly, or indirectly arising out of, attributable to, resulting from, originating from, occurring concurrently or in any sequence with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.
- 2. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1 for a communicable disease; or

- 2.2 any property insured hereunder that is affected by such communicable disease.
3. As used herein, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
  - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid, gas or between organisms; and
  - 3.3 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 insured hereunder.
4. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
5. All other terms, conditions and exclusions of the policy remain the same. If the insurer alleges that by reason of this exclusion, any loss, damage or liability is not covered by this policy, the burden of proving the contrary shall rest on the insured.

## 6. Property cyber and data exclusion

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any:
  - 1.1 cyber loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to, by, resulting from, arising out of, or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

Regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exclusion supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on cyber loss or data, replaces that wording.

### Definitions

1. **Cyber loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to, by, resulting from, arising out of, or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.
2. **Cyber act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.
3. **Cyber incident** means:
  - 3.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
  - 3.2 any partial or total unavailability or failure or series of related partial or total unavailability, or failure to access, process, use or operate any computer system.



4. **Computer system** means:

4.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the insured or any other party.

5. **Data** 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.

**7. Public utilities**

This policy does not cover loss of or destruction of or damage to the Insured Property, loss due to interruption of or interference with the business, consequential loss, legal liability, costs or expenses directly or indirectly caused by, arising from, or contributed to by or consisting of or arising from the total or partial failure of any national, provincial or local public utilities provider to supply gas, water, electricity, fuel, oil, communications and data processing facilities, steam, sewerage or any other similar circumstances where that is caused by:

1. the exercise of any authority empowered by law to supply water, gas, electricity, fuel, oil, communications and data processing facilities, steam, sewerage or any other similar circumstances of its power to deliberately withhold or restrict supply;
2. the failure, for whatever reason, of the provider to maintain its property, plant, machinery and equipment;
3. malicious damage, sabotage or vandalism to the provider's property, plant, machinery, equipment;

the actions, advice, measures, restrictions, regulations or other response of any government authority or any other authority, whether national, provincial or local.

**8. Illegal occupation of any building or premises**

This policy does not cover any claim, losses of whatsoever nature including damage, theft, liability, cost or expenses, consequential loss or damage arising directly or indirectly from illegal occupation of any building or premises.

**9. Failure of electricity grid**

Notwithstanding any provision to the contrary contained in this policy which would otherwise override this General Exclusion, this policy does not cover any claim, loss, damage, cost, liability, expense, or consequential loss or damage of any nature whatsoever, directly or indirectly caused by, resulting from, arising out of, or in connection with a failure of the electricity grid.

A failure of the electricity grid means any interruption, failure, interference, or suspension of the supply of electricity to/from the electricity grid of South Africa, for whatsoever reason or howsoever caused, whether deliberate or not, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier in any way to generate, transmit or distribute electricity, or otherwise.

**10. Power surge damage**

This policy does not cover any claim, of whatsoever nature, consequential loss or damage arising directly or indirectly from all loss or damage caused by power surge unless insured specifically under the Accidental Damage section, sub-section Defined Events iii, power surge extension of the policy.

## General conditions

Subject to the provisions of section 55 of the Short-Term Insurance Act No. 53 of 1998 (as amended).

### 1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

### 2. Other insurance

If, at the time of any event giving rise to a claim under this policy, an insurance exists with any other insurers covering the insured against the defined events, the Company shall be liable to make good only a rateable proportion of the amount payable by, or to the insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

### 3. Cancellation, changes to terms and conditions and continuation of cover

#### i. Cancellation

This policy or any section may be cancelled by the Company giving 31 days' notice in writing (or such other period as may be mutually agreed). The insured can cancel the policy with immediate effect.

On cancellation by the insured, the Company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force, unless cooling-off rights apply. On cancellation by the Company, the insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation.

#### ii. Changes to terms and conditions

The Company may, at its discretion and on providing you with 31 days' written notice to your business' nominated email address, make changes to the terms and conditions of this policy, as and when it deems necessary.

#### iii. 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 the Company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of their bank or another paying agent. Due date will be the first day of every calendar month where premium is payable monthly, and the first day of:

- a. each third; or
- b. each sixth; or
- c. each twelfth calendar month following inception where premium is payable quarterly, half-yearly or annually.

### 4. Adjustment of premium

If the premium for any section of this policy has been calculated on any estimated figures, the insured shall, after the expiry of each period of insurance, furnish the Company with such particulars and information as the Company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by, or to, the insured as the case may be.

## 5. Prevention of loss

The insured shall take all reasonable steps and precautions to prevent accidents or losses including, but not limited to compliance with and adherence to laws and regulations, any risk improvement actions (where applicable) which are relevant to the risk.

## 6. Claims

- a. On the happening of any event which may result in a claim under this policy, the insured shall, at their own expense:
  - i. give notice thereof to the Company within 30 days, or as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured.
  - ii. as soon as practicable after the event, inform the police of any claim involving theft or (if required by the Company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property.
  - iii. as soon as practicable after the event submit to the Company full details in writing of any claim.
  - iv. give the Company such proof, information and sworn declarations as the Company may require and forward to the Company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.
- b. No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as the Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the insured's legal liability to a third party.
- c. No claim shall be payable unless the insured claims payment by serving legal process on the Company within six months of the rejection of the claim in writing and pursues such proceedings to finality.
- d. If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the Company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the Company all amounts paid in respect of the claim.

## 7. Company's rights after an event

- a. On the happening of any event in respect of which a claim is, or may be made under this policy, the Company and every person authorised by them may, without thereby incurring any liability, and without diminishing the right of the Company to rely upon any conditions of this policy:
  - i. take, enter or keep possession of any damaged property and deal with it in a reasonable manner. This condition shall be evidence of the leave and licence of the insured to the Company to do so. The insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not;
  - ii. take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the Company.

- b. The insured shall, at the expense of the Company, do and permit to be done all such things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights to which the Company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- c. In respect of any section of this policy under which an indemnity is provided for liability to third parties, the Company may, upon the happening of any event, pay to the insured 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 Company shall thereafter not be under further liability in respect of such event.

#### **8. Fraud**

If any claim under this policy be in any respect fraudulent, or if any fraudulent means or devices be used by the insured or anyone acting on their behalf to obtain any benefit under this policy, or if any accident, loss, destruction, damage or liability be occasioned by the wilful act, or with the connivance of the insured, all benefits under the claim shall be forfeited and the policy will be cancelled.

#### **9. Reinstatement of cover after loss** (not applicable to stock on a declaration basis nor to any section where it is stated to be not applicable)

In consideration of sums insured not being reduced where appropriate by the amount of any loss, the insured shall pay additional premium on the amount of the loss from the date thereof, or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

#### **10. Breach of conditions**

The conditions of this policy and sections thereof, shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

#### **11. No rights to other persons**

Unless otherwise provided, nothing in this policy shall give any rights to any person other than the insured.

Any extension providing indemnity to any person other than the insured shall not give any rights of claim to such person, the intention being that the insured shall claim on behalf of such person. The receipt of the insured shall, in every case, be a full discharge to the Company.

#### **12. Collective insurances**

If this insurance is a collective insurance, then the following amendment is made to general condition 6(a) (iv) above:

“give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of claim or any communication, writ, summons or other legal process issued, or commenced against the insured in connection with the event giving rise to the claim.”

and general condition 7 is substituted by the following: “7. Company's rights after an event.”

- a. On the happening of any event in respect of which a claim is, or may be made, under this policy the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy:
  - i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the lead insurer on behalf of all insurers to do so. The insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not.

- ii. take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the leading insurer.
- b. The insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which the insurers shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- c. In respect of any section of this policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay to the insured 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 insurers shall thereafter not be under further liability in respect of such event."

### **13. Commandeering clause**

It is hereby declared and agreed that cover provided under the policy does not cover loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisitioning by any lawfully constituted authority.

### **14. Sanctions clause**

Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage, or will make any payments, or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

### **15. Arbitration**

Should any difference arise between the Company and the insured or any claimant as to the amount of any claim under this policy, the same shall be referred to arbitration in accordance with the statutory provisions in force at the time, and the obtaining of any award shall be a condition precedent to any right of action against the Company.

### **16. Prevention of loss**

The insured shall take all reasonable steps and precautions to prevent accidents or losses including, but not limited to compliance with and adherence to laws and regulations, any risk improvement actions (where applicable) which are relevant to the risk.

## General clauses

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### 1. Excess

Any excess (first amount payable/deductible) payment made directly to the Company will be dealt with in accordance with the Value Added Tax Act read together with the Value-Added Tax ("VAT") Binding General Ruling No. 14, as amended and determined from time to time.

### 2. VAT liability in terms VAT Act

If you are a registered VAT vendor, a VAT liability arises as a result of receiving an indemnity payment. You are required to account and declare VAT ("output tax") to SARS equal to the tax fraction (i.e. 15/115) of the indemnity payment received. The VAT declaration must be made to SARS in the same tax period that you received the indemnity payment.

### 3. Protection of personal information

We respect your constitutional right to privacy and are committed to, and bound by, the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPIA") regarding the acquisition, usage, retention, transmission and destruction of your personal information. We will check and validate the information you provide through legal means. We have high level security measures in place to protect your information. This information is collected for the primary purpose of providing you with insurance cover. You hereby give consent and fully understand the reason to process, use, share and retain your personal information for its designated purpose and you confirm the accuracy of the information.

A full version of the privacy statement is available on this link (<https://www.brytesa.com/legal/access-to-information/>).

## General provisions

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Subject to the provisions of section 55 of the Short-Term Insurance Act No. 53 of 1998 (as amended).

### 1. Claims preparation costs

The insurance provided by each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the Company in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of the Company for such costs in respect of any one claim shall not exceed in respect of any particular section, the limit stated in the benefit schedule, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

### 2. Fire extinguishing charges or water bombing

Notwithstanding anything to the contrary contained in the specific exclusions, the insurer will indemnify the insured for all reasonable fire extinguishing costs and expenses which the insured shall become legally liable to pay as a result of the extinguishing or fighting of fire (including water bombing activities by air) or any other fire extinguishing methods to prevent spreading of fire from the insured to any third-party property, provided that:

- a. Such third-party property was in danger as a result of such fire.
- b. The insurer's maximum liability shall not exceed the limit stated in the benefit schedule.
- c. The insured shall be responsible for the first amount payable stated in the excess schedule.

### 3. Payments on account

In respect of any section where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account may be made to the insured, if required, at the discretion of the Company.

### 4. First amount payable

Except where provided for specifically in any section, the amount payable under this policy/section for each and every loss, damage or liability shall be reduced by the first amount payable shown in the schedule for the applicable defined event.

### 5. Members

Wherever the word "director" is used it is deemed to include "member" if the insured is a close corporation.

### 6. Liability under more than one section

The Company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

### 7. Meaning of words

The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

### 8. Premium payment

Premium is payable on, or before, the inception date or renewal date as the case may be.

The Company shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be, but may do so upon such terms as its sole discretion may determine.

**9. Holding covered**

If the Company is holding cover on a risk they will not reject a claim on the basis that the premium has not been agreed.

**10. Schedule sums insured blank**

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is:

- a. left blank or has no monetary amount stipulated against it; or
- b. reflected as nil or not applicable or not covered or no indemnity extended.

This means the defined event or circumstance shown is not insured by the policy.

**11. Security firms**

If an employee of a security firm, contracted by the insured, causes loss or damage, the Company agrees, if in terms of the said contract the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The Company shall not raise as a defence to any valid claim submitted under any section or sub-section of this policy, that the Company's rights have been prejudiced by the terms of any contract entered into between the insured and any security provider relating to the protection of the insured property.



# Commercial Insurance

## Section 1: Fire section

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### Defined events

Damage to the whole, or part of, the property described in the schedule, owned by the insured or for which they are responsible, including alterations by the insured as tenants to the buildings and structures, by:

1. Fire.
2. Lightning or thunderbolt.
3. Explosion.
4. Such additional perils as are stated in the schedule to be included.

### Specific exceptions

1. This section does not cover earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion of nature (other than subterranean fire) unless added as an additional peril.

Any damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by, or through, or in consequence, directly or indirectly, of any of the said occurrences, shall be deemed to be damage which is not covered by this insurance, except to the extent that the insured shall prove that such damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where the Company alleges that, by reason of this exception, any damage is not covered by this insurance, the burden of proving the contrary shall be on the insured.

2. Unless specifically included, this insurance does not cover:
  - a. damage to property occasioned by it undergoing any heating or drying process.
  - b. damage to property which at the time thereof is insured by, or would, but for the existence of this insurance, be insured by any marine policy, (except in respect of any excess beyond the amount which would have been payable under the marine policy) had this insurance not been effected.

### Specific conditions

#### Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

#### Additional perils (if stated in the schedule to be included)

It is understood and agreed that in respect of each additional perils' extension included in this insurance:

1. all the exceptions and conditions applicable to this insurance shall apply as if they had been incorporated therein.
2. for the purposes thereof, any damage insured shall be deemed to have been caused by fire.

#### Earthquake extension

Damage caused by earthquake but excluding damage to property in the underground workings of any mine.

## Special perils extension

Damage caused by:

1. storm, wind, water, hail or snow excluding damage to property:
  - a. arising from it undergoing any process necessarily involving the use or application of water;
  - b. caused by tidal wave originating from earthquake or volcanic eruption;
  - c. in the underground workings of any mine;
  - d. in the open (other than buildings, structures and plant designed to exist or operate in the open);
  - e. being camp and/or boundary fences;
  - f. being plastic and/or all other tunnels.

Unless d., e. and f. are described as such and specifically insured as a separate item.

2. aircraft and other aerial devices or articles dropped therefrom.
3. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in, or on, such vehicles.

This extension does not cover:

1. wear and tear or gradual deterioration.
2. damage caused or aggravated by:
  - a. leakage or discharge from any sprinkler or drencher system in the buildings insured hereby or in buildings containing property insured hereby.
  - b. subsidence or landslip.
  - c. the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage.
3. damage to any pumping equipment and irrigation piping which is situated in any river, stream or dam or on the banks of any river, stream or dam.

## Leakage extension

Damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installation/appliance.

If a first loss limit is shown against this additional peril in the schedule, the amount of such limit shall be the maximum liability of the Company in respect of any one event and, for the purposes of this extension only, the following shall be substituted for the average condition hereinbefore expressed:

If the property insured is, at the commencement of any damage to such property by discharge or leakage, collectively of greater value than the sum insured thereon against fire damage, then the Company shall be liable under this extension only for that proportion of the first loss limit as the sum insured against fire bears to the total value of such property and the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, to which this extension applies shall be separately subject to this clause.

In respect of this extension only, specific exception 1 to this section is deleted.

## Subsidence and landslip extension

Damage caused by subsidence or landslip provided that the insured shall bear the first portion of each and every claim up to an amount stated in the excess schedule.

This extension does not cover:

1. damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
2. damage caused by or attributable to:

- a. faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises.
  - b. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - c. excavation on, or under, land other than excavations in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section. In any action, suit or other proceeding where the Company alleges that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

### **Malicious damage extension**

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of, the deliberate, wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss or damage to:

1. moveable property which is:
  - a. stolen.
  - b. damaged in an attempt to remove it or part of it from any premises owned, or occupied by the insured.
2. moveable or immovable property which is damaged by thieves whilst breaking into, or out of, or attempting to break into, or out of, any premises owned or occupied by the insured.
3. immovable property owned or occupied by the insured occasioned by, or through, or in consequence of:
  - a. the removal, or partial removal, or any attempt thereof of;
  - b. the demolition or partial demolition or any attempt thereof of;
4. the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover:
  - a. loss or damage related to or caused by fire or explosion.
  - b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
  - c. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
  - d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
  - e. loss or damage related to or caused by any occurrence referred to in general exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

If any building insured or containing the insured property, becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days, the insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

## Freezing of livestock

This section is extended to provide cover in respect of loss or sustained as a result of damage in respect of death of the animal specified, directly caused by:

1. storm, wind, water, hail and snow.
2. freezing with the exception of loss due to a drop in temperature which is not accompanied by storm, wind, water, hail or snow, provided that:
  - a. no cover in terms of this extension will be applicable within the first 7 days after inception of such cover.
  - b. the liability of the Company in respect of any animal shall not exceed the sum insured set against such animal in the schedule.
  - c. the insured shall be liable for the first amount payable stated in the schedule of each and every claim.

## Specific conditions

1. The insured shall at all times exercise all reasonable care and safeguard the animals against loss or danger of loss, accident or illness and shall comply with all reasonable regulations and directions given by the Company or by a qualified veterinary surgeon employed by the Company.
2. The insured will immediately notify the Company of any accident to or loss of any animal insured by this section and shall at the insured's expense immediately provide for adequate attendance and treatment.
3. The insured undertakes to comply with all laws rules and regulations relating to the transportation of animals.
4. In the event of an occurrence which gives rise to a claim or which may give rise to a claim the insured shall give the Company immediate notice of such event:
  - i. the insured shall at his own expense, within 14 days after such event, supply the insurer with a completed claim form together with all other information as may be required including any qualified veterinary surgeon's certificates, photos and satisfactory proof of the death, identity and value of the animal.
  - ii. if the Company alleges that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with the insured.
  - iii. if the Company admits the claim, the insured may dispose of the carcass to best advantage and the amount realised shall be offset against the amount of the claim.

**Trellis/Upright, fences and plant material for wine and fruit industry** (if stated in the schedule to be included)

## Defined events

Damage to the whole or part of the property described in the schedule, owned by the insured or for which they are legally liable.

## Indemnification

The indemnity in respect of trellis/upright, fences, and plant material shall be:

### 1. Trellis/Upright

The cost of material and labour to replace or repair the damaged property to the same position but not better than when it was new. The insurer's liability shall not exceed the limit of indemnity stated in the schedule.

### 2. Fences

The cost of material and cost of labour to replace or repair the damaged property to the same position but not better than when it was new. The insurer's liability shall not exceed the limit of indemnity stated in the schedule.

### **3. Plant material**

The cost of plant material, cost of labour, fertilisation and disease or pest control remedy needed for the initial planting to replace the damaged property. The insurer's liability is limited to the replacement of the damaged plant material with the same kind or variety as the plant material damaged and shall not exceed the limit of indemnity stated in the schedule.

## **Clauses and extensions**

### **Rent clause (if insured under rent)**

The Company will pay the amount of rent receivable, rent payable or rental value (as the case may be) defined hereunder in the event of the premises stated in the schedule being rendered untenable during the term specified therein in consequence of damage by a defined event.

1. Rent receivable – the actual rent receivable by the insured at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let.
2. Rent payable – the actual rent payable by the insured to the owner or landlord of the said premises.
3. Rental value – the actual rental value of the said premises.

The amount payable in terms of this clause shall be in the proportion which the amount insured bears to the actual rent receivable/rent payable or rental value of the premises as the case may be, and if the premises are not untenable during the whole of the aforesaid term, the Company shall only be liable to pay such proportion of the amount payable as the period of time during which the premises may remain untenable bears to the whole term specified above, but the period shall not exceed the time which would be required to place the premises in a tenable condition.

### **Description of property clause**

Buildings – constructed of brick, stone or concrete, or metal on metal framework and roofed with slate tiles, metal, concrete or asbestos unless otherwise stated in the schedules including landlord's fixtures and fittings therein and thereon walls (except dam walls) gates, posts and fences.

Rent – the number of month's rent/rental value stated in the schedule.

Plant and machinery – plant, machinery, landlord's fixtures and fittings for which the insured is responsible and all other contents excluding property more specifically insured.

Stock and materials in trade – stock and materials in trade.

Miscellaneous – miscellaneous as described and tenants' improvements.

### **All other contents clause**

The term all other contents referred to in the definition of property under plant and machinery of the schedule includes, but is not restricted to, personal effects, tools and pedal cycles, the property of the insured, or directors, or employees of the insured in so far as such property is not otherwise insured.

This benefit under this extension is limited to the amount stated in the benefit schedule for any one individual in respect of property lost or damaged whilst on the insured's premises.

### **Limitations clause**

The Company's liability under plant and machinery of the schedule is restricted in respect of:

1. money and stamps to a limit stated in the benefit schedule.
2. documents, manuscripts, business books, plans, computer systems, records and media, designs, patterns, models and moulds to the value of materials and sums expended on labour.

### **Alterations and misdescription clause**

The insurance under this section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes, or machinery, or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, provided that notice is given to the Company as soon as practicable after such event and the insured agrees to pay additional premium if required.

### **Architects' and other professional fees clause**

The insurance under buildings and plant and machinery of the schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding the amount stated in the benefit schedule in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the insured's claim.

### **Capital additions clause**

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than stock and materials in trade for an amount stated in the benefit schedule, it being understood that the insured undertakes to advise the Company each quarter of such alterations, additions and improvements, and to pay the appropriate additional premium thereon.

### **Cost of demolition and clearing and erection of hoardings clause**

The insurance under this section includes costs necessarily incurred by the insured in respect of the demolition of buildings and machinery and/or the removal of debris (including stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The Company will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged, and the area immediately adjacent to such site.
2. arising from pollution or contamination of property not insured by this policy/section.

### **Fire extinguishing charges clause**

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

### **Mortgagee clause**

The interest of any mortgagee in the insurance under this section shall not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee shall, however, inform the Company as soon as any such act or omission comes to their knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause, be assumed by the Company.

### **Municipal plans scrutiny fee clause**

The insurance under buildings includes municipal plans scrutiny fee, provided that the total amount recoverable under any item shall not exceed the sum insured on the building affected.

### **Public authorities' requirements clause**

The insurance under this section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal or other local authority,

Provided that:

1. the amount recoverable under this clause shall not include:
  - a. the cost incurred in complying with any of the aforesaid regulations:
    - i. in respect of damage occurring prior to granting of this clause.

- ii. in respect of damage not insured under this section.
  - iii. under which notice has been served upon the insured prior to the happening of the damage.
  - iv. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged.
- b. the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen.
  - c. the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.
- 2. the work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this clause not being thereby increased.
  - 3. if the liability of the Company under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, the liability of the Company under this clause in respect of any such item shall be reduced in like proportion.
  - 4. the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

### **Railway and other subrogation clause**

The insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies.

### **Reinstatement value conditions clause**

In the event of property other than stock being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site, property of the same kind or type, but not superior to, nor more extensive than the insured property when new,

Provided that:

- 1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made.
- 2. until expenditure has been incurred by the insured in replacing or reinstating the property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.
- 3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged, exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.
- 4. these conditions shall be without force or effect if:
  - a. the insured fails to intimate to the Company within six months of the date of damage or such further time as the Company may in writing allow, their intention to replace or reinstate the property.
  - b. the insured is unable or unwilling to replace or reinstate the property on the same or another site.

### **Alternative replacement conditions (design capacity) clause**

In the event of property insured which has a measurable function, capacity or output being damaged by a defined event and it not being possible to replace or reinstate such property in terms of the reinstatement value conditions, then the Company will pay the cost of replacing such property with property of the quality, capacity, function or output which is as near as possible, but not inferior to, that of the original property,

Provided that:

1. proviso 1, 2, 3 and 4 of the reinstatement value conditions apply equally to this clause.
2. in applying the provisions of proviso 3 of the reinstatement value conditions, the cost (as provided for in proviso 3) "which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged" will be increased by such amount payable under the alternative replacement clause which is in excess of that which would have been payable under the reinstatement value conditions clause, had it been possible to reinstate or replace the property in terms thereof.

### **Temporary removal clause**

Except in so far as it is otherwise insured the property insured is covered whilst temporarily removed elsewhere on the premises stated in the schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi provided that:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed the amount stated in the benefit schedule.
2. the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

### **Tenants clause**

The Company's liability to the insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the insured) without the insured's knowledge. The insured shall, however, inform the Company as soon as such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

### **Stock declaration conditions (if stated in the schedule to be included)**

In respect of stock and materials in trade insured under this section being subject to the stock declaration conditions, the premium is calculated on 75% of the sum or sums insured thereon, subject to the following specific conditions:

1. a. The insured shall declare to the Company in writing the market value of their stock and materials in trade on the last day of each month/quarter (as stated in the schedule) and shall make such declaration within 30 days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof.  
b. After each period of insurance, the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant premium differs from the provisional premium, the difference shall be payable by, or to the insured as the case may be, but the amount payable by the Company shall not exceed 50% of the provisional premium.
2. Any claim hereunder shall be settled on the basis of the market value immediately anterior to the damage.
3. If, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by the insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount.
4. The provisions of this condition shall, if applicable, operate cumulatively with the provisions of the specific condition relating to average.



5. In consideration of the insurance not being reduced by the amount of any loss, the insured shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be considered, and shall be distinct from, the final adjustment premium.
6. The liability of the Company shall not exceed the sum insured and premium shall not be receivable on values in excess thereof.
7. The above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

### **Public supply connections clause**

This section is extended to cover accidental damage to water, sewerage, gas, electricity, and telecommunication connections on the property of the insured, or for which they are legally responsible between the property insured and the public supply or mains.

### **Escalator clause extension (if stated in the schedule to be included)**

During each period of insurance, the sum(s) insured under buildings and/or plant and machinery of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the insured shall notify the Company of the sum(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this clause shall cease to apply.

The additional premium for this extension shall be 50% of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

### **Disposal of salvage clause (if stated in the schedule to be included)**

Without diminishing the rights of the Company to rely on the provisions of the general conditions in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the insured, provided that the insured can establish to the satisfaction of the Company that to do so will prejudice their interests in which event the Company agrees to give the insured first option to repurchase such property at its fair intrinsic value, or market value, whichever is the greater.

The insured shall not be entitled under the provisions of this clause to abandon any property to the Company whether taken possession of by the Company or not.

### **Repairs and measures after a loss**

After loss or damage by any insured event:

- a. the insured may, to minimise further loss, undertake temporary repairs and any measures necessary (including employing watchmen) for the safety of the property insured;
- b. the Company will pay the reasonable costs of emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged;

provided that the Company's maximum liability shall not exceed the limit stated in the benefit schedule.

### **Geysers and water pipes**

The Company will indemnify the insured for bursting, leaking or overflowing of domestic heating installations or pipes including damage to such installations or pipes, the property of the insured, installed in, and forming part of the buildings subject to the limit stated in the benefit schedule.

**Lightning conductors** (if stated in the schedule to be applicable)

It is a condition precedent to liability that all buildings with a grass, straw or thatched roof be supplied with and properly fitted with a SABS approved lightning conductor or a lightning conductor of a similar or superior standard which is installed with the sole purpose of conducting lightning away from the said building.

**Poultry** (if specifically insured)

The Company will not be liable for the death of poultry as defined unless the poultry is at least 10 days old, provided that the death of the poultry is subject to an insured peril which is accompanied by damage to the structure or structures where the poultry is lodged.

**Deterioration of food stock extension (if stated in the schedule to be included)**

This insurance noted in the schedule includes destruction of or damage to the property thereby insured which may be caused by change of temperature resulting from the total or partial disablement of the refrigeration plant by any peril hereby insured against.

This cover only applies to the stock in the refrigeration or freezer units and does not cover the unit itself against breakdown.

Provided that:

- i. The said disablement of the refrigeration plant shall extend over a continuous period of not less than 10 hours;
- ii. The liability of the company in terms of this extension shall not exceed the amount stated in the schedule.

The Company will not be liable for spoiling due to load-shedding, or electrical grid failure of a power-supply authority on a national, regional, municipal, local and/or private level.

**Labourers/contractors/employees' clause**

If a labourer, contractor or employee does something or omits to do something without the knowledge of the insured, which is in contradiction of the conditions of this section, cover will not be invalidated. The insured must advise the Company of the act or omission as soon as he or she becomes aware of it.

## Section 2: Building combined section

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### Defined events

#### 1. Damage by the perils described:

- a. in sub-section A to the buildings including all outbuildings thereto (constructed of brick, stone, concrete or metal-on-metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts, fences, and tarred or paved roads, driveways, paths or parking areas;
  - b. in sub-section B to public supply connections, situated as stated in the schedule.
2. Loss of rent as provided in sub-section C.
  3. Legal liability as provided for in sub-section D.

### Sub-section A – Property

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow other than:
  - a. that arising from it undergoing any process necessarily involving the use or application of water.
  - b. wear and tear or gradual deterioration.
  - c. loss or damage:
    - i. to retaining walls, other than where a certificate is issued by a professional engineer certifying construction of the retaining walls to be in accordance with building laws and regulation.
    - ii. caused or aggravated by:
      1. subsidence or landslide.
      2. the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage.
      3. Earthquake.
      4. Aircraft and other aerial devices or articles dropped therefrom.
      5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles.
      6. Theft (or any attempt thereat) accompanied by forcible and violent entry into, or exit from, such building. If any building insured or containing the insured property becomes unoccupied for 60 consecutive days, this item is suspended as regards the property affected, unless the insured, before the occurrence of damage, obtains the written agreement of the Company to continue this extension. During the period of the initial unoccupancy of 60 consecutive days, the insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.
      7. Accidental damage to sanitaryware, but the amount payable will be reduced by the amount stated in excess schedule for each and every such damage.
      8. Sudden and unforeseen escape of oil from any oil-fired heating installation forming part of the building.
      9. Accidental breakage or collapse of radio or television aerials, satellite dishes, aerial fittings or masts.

10. Costs and expenses necessarily incurred by the insured in complying with any legal requirements to upgrade, or replace undamaged portions of any automatic sprinkler system, automatic drencher, gas or foam from installations following damage by an insured peril provided that the total amount recoverable shall not exceed the sum insured. This peril will only be operative if the insured can produce evidence of third-party certification e.g. ASIB, not older than one year, at the time of loss.

### **Specific condition** (not applicable to 7 above)

#### **Average**

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference, and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

#### **Sub-section B – Public supply connections**

Accidental damage to water, sewerage, gas, electricity and telecommunication connections on the property of the insured, or for which they are legally responsible, between the property insured and the public supply or mains.

#### **Sub-section C – Rent**

Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered untenable (including partially untenable), but only for the period necessary for reinstatement and for an amount stated in the benefit schedule. The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value.

#### **Sub-section D – Liability**

Damages for which the insured shall become legally liable to pay consequent upon accidental death of, or bodily injury to, or illness of, any person (hereinafter termed injury) or accidental loss of, or physical damage to tangible property (hereinafter termed damage) occurring during the period of insurance in, on, or about the property insured and arising from the insured's ownership thereof.

#### **The limit of indemnity**

The amount payable inclusive of any legal costs recoverable from the insured by a claimant, or any number of claimants, and other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source shall not exceed the amount stated in the benefit schedule.

#### **Specific exceptions (applicable to sub-section D)**

The Company will not indemnify the insured under this sub-section in respect of:

1. injury or damage sustained by:
  - a. any member of the same household as the insured.
  - b. any person employed by the insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the insured.
  - c. any other person resulting from the ownership of or use by, or on behalf of, the insured of mechanically propelled vehicles (except pedal cycles and lawnmowers).
2. damage to property:
  - a.
    - i. belonging to the insured.
    - ii. in the custody or control of the insured or any employee of the insured.
  - b. caused by vibration or by the removal or weakening of, or interference with, support to any land, building or other structure.

3. liability assumed by agreement unless liability would have attached to the insured notwithstanding such agreement.
4.
  - a. liability in respect of injury, damage or loss of use of property directly, or indirectly, caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
  - b. the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.

5. fines, penalties, punitive, exemplary or vindictive damages.
6.
  - a. damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini.
  - b. costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in 6(a) above.

#### **Memoranda to sub-section D**

1. Where more than one insured is named in the schedule, the Company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the limit of indemnity stated in the schedule.
2. Provided that the aggregate liability of the Company is not increased beyond the limit of indemnity stated, the Company will also indemnify as though a separate policy had been issued to each:
  - a. in the event of the death of the insured, or any personal representative of the insured in respect of liability incurred by the insured.
  - b. any partner or director or member or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance.
3. In respect of this sub-section only, general exception 1 is deleted and replaced by the following:  
This sub-section does not cover injury, damage or liability directly or indirectly caused by, related to, or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
4. If, at the time of any event giving rise to a claim under this sub-section, indemnity is also provided under any other insurance, this sub-section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

#### **Clauses and extensions**

##### **Subsidence and landslip extension to sub-section A (if stated in the schedule to be included)**

The following peril is added to the perils applicable to sub-section A – Property

Damage caused by subsidence or landslip provided that the insured shall bear the first portion of each and every claim up to an amount stated in the excess schedule.

For the purposes hereof, any damage insured shall be deemed to have been caused by fire provided that this extension does not cover:

- a. damage to drains, watercourses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
- b. damage caused by, or attributable to:
  - i. faulty design or construction of, or the removal or weakening of, support to, any building situated at the insured premises;

- ii. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - iii. excavation on, or under, land other than excavations in the course of mining operations.
- c. consequential loss of any kind whatsoever except loss of rent.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of this extension, any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

### **Prevention of access extension to sub-section C (if stated in the schedule to be included)**

If property within a 10-kilometre radius of the premises stated in the schedule is lost or damaged by a peril defined in sub-section A during the period of insurance and this prevents or hinders the use of, or access to, the property insured by this section, the Company will pay any loss of rent the insured may incur as a result thereof up to an amount stated in the benefit schedule. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

### **Security firms (applicable to sub-section D – Liability)**

Notwithstanding specific exception 3, if, in terms of a contract with a security firm engaged in the course of the insured's business (as owner of the premises specified in the schedule) to protect the insured's property at the premises stated in the schedule, the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment at these premises, then this sub-section includes such legal liability to the extent that indemnity would have been granted under this sub-section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule for this sub-section.

If, at the time of an occurrence giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the Company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

### **Architects' and other professional fees clause**

The insurance under sub-section A includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding the amount stated in the benefit schedule provided that the total amount recoverable shall not exceed the sum insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the insured's claim.

### **Capital additions clause**

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount stated in the benefit schedule. It being understood that the insured undertakes to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### **Cost of demolition and clearing and erection of hoardings clause**

The insurance under this section includes costs necessarily incurred by the insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The Company will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
2. arising from pollution, or contamination of property not insured by this policy/section.

### **Fire extinguishing charges clause**

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this section provided the insured is legally liable for such costs and the property insured was in danger from the fire.

### **Mortgagee clause**

The interest of any mortgagee in the insurance under this section shall not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee shall, however, inform the Company as soon as any such act or omission comes to their knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause, be assumed by the Company.

### **Municipal plans scrutiny fee clause**

The insurance under this section includes municipal plans scrutiny fees, provided that the total amount recoverable under any item shall not exceed the sum insured on the property insured so affected.

### **Public authorities' requirements clause**

The insurance under this section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under, or framed in pursuance of, any act of parliament or ordinance of any provincial, municipal or other local authority,

Provided that:

1. the amount recoverable under this clause shall not include:
  - a. the cost incurred in complying with any of the aforesaid regulations:
    - i. in respect of damage occurring prior to granting of this clause;
    - ii. in respect of damage not insured by this section;
    - iii. under which notice has been served upon the insured prior to the happening of the damage;
    - iv. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged.
  - b. the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations to not arisen.
  - c. the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.
2. the work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this clause not being thereby increased.
3. if the liability of the Company under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then the liability of the Company under this clause in respect of any such item shall be reduced in like proportion.
4. the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

### **Railway and other subrogation clause**

The insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with the Transnet Administration regarding private sidings or similar agreements with other government bodies.

## **Reinstatement value conditions**

In the event of the property being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, provided that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made.
2. until expenditure has been incurred by the insured in replacing or reinstating the property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.
4. these conditions shall be without force or effect if:
  - a. the insured fails to intimate to the Company within six months of the date of damage, or such further time as the Company may in writing allow, their intention to replace or reinstate the property.
  - b. the insured is unable or unwilling to replace or reinstate the property on the same or another site.

## **Temporary removal clause**

Except in so far as otherwise insured, landlord's fixtures and fittings are covered while temporarily removed to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi.

Provided that the amount payable under this clause shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

## **Tenant's clause**

The Company's liability to the insured shall not be affected by any act or omission on the part of any tenant (other than the insured) without the insured's knowledge. The insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

## **Escalator clause extension (if stated in the schedule to be included)**

During each period of insurance, the sum(s) insured under sub-section A of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the insured shall notify the Company of the sum(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this clause shall cease to apply.

The additional premium for this extension shall be 50% of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.



## Malicious damage extension

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss or damage to:

1. moveable property which is:
  - a. stolen.
  - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
2. moveable or immovable property which is damaged by thieves whilst breaking into, or out of, or attempting to break into, or out of, any premises owned or occupied by the insured.
3. immovable property owned or occupied by the insured occasioned by, or through, or in consequence of:
  - a. the removal or partial removal or any attempt thereof of.
  - b. the demolition or partial demolition or any attempt thereof of:

the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover:

    - a. loss or damage related to, or caused by fire or explosion.
    - b. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
    - c. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
    - d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
    - e. loss or damage related to or caused by any occurrence referred to in general exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of proviso (a), (b), (c), (d), or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days the insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

## Locks, keys and remotes clause

In addition to the limit of indemnity stated in the schedule, the Company will indemnify the insured for costs necessarily and reasonably incurred following loss or damage to any locks and keys (including cardkeys and remote-control devices or alarm controllers) and if necessary, the reprogramming of such coded alarm system to any insured premises,

Provided that:

1. the Company's liability shall not exceed the amount stated in the benefit schedule in respect of any one event.
2. the Company shall not be liable for the first amount payable stated in the excess schedule for each and every event.

## **Geysers and water pipes**

The Company will indemnify the insured for bursting, leaking or overflowing of domestic heating installations or pipes including damage to such installations or pipes, the property of the insured, installed in and forming part of the buildings subject to a limit stated in the benefit schedule provided that the Company shall not be liable for the first amount payable stated in the excess schedule.

## **Additional geysers and water pipes (if stated in the schedule to be included)**

The Company will indemnify the insured for bursting, leaking or overflowing of domestic heating installations or pipes including damage to such installations or pipes, the property of the insured, installed in and forming part of the buildings subject to a limit stated in the schedule. Provided that the Company shall not be liable for the first amount payable stated in the excess schedule.

## **Repairs and measures after loss**

After loss or damage by any insured event

- a. the insured may, to minimise further loss, undertake temporary repairs and any measures necessary (including employing watchmen) for the safety of the property insured;
- b. the Company will pay the reasonable costs of emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged;

Provided that the Company's maximum liability shall not exceed the limit stated in the schedule.

## **Lightning conductors (if stated in the schedule to be applicable)**

It is a condition precedent to liability that all buildings with a grass, straw or thatched roof be supplied with and properly fitted with a SABS approved lightning conductor or a lightning conductor of a similar or superior standard which is installed with the sole purpose of conducting lightning away from the said building.

## **Signboards and signposts**

The Company shall indemnify the insured for accidental loss or damage to signboards and signposts advertising the insured establishment on the insured premises or within a radius of 10 kilometres outside the insured premises.

Provided that:

- a. the insurance under this extension shall be limited to the amount stated in the benefit schedule.
- b. the insured shall be responsible for the first amount payable stated in the excess schedule.

## **Fire extinguishing appliances and installations**

The Company shall indemnify the insured for accidental discharge or leakage from fire extinguishing appliances or installations.

## **Fallen trees**

The Company shall indemnify the insured in respect of costs reasonably and necessarily incurred in removing trees or parts of trees that have fallen following a defined event as defined under sub-section A from the premises as described in the schedule.

Provided that:

- a. such costs will be subject to the Company's written consent.
- b. the insurer's liability shall not exceed the limit stated in the benefit schedule in respect of any one event.
- c. the insured shall be responsible for a first amount payable stated in the excess schedule for each and every such damage.

### **Damage to landscaped gardens**

The Company will indemnify the insured for the replacement of landscaped trees, plants or shrubs on the premises following loss or damage by fire, firefighting operations, explosion, impact by vehicles, aircraft or other aerial devices dropped therefrom, limited to the amount stated in the benefit schedule per event.

### **Maintenance and cleaning equipment**

This policy is extended to include cover as defined in items 1 to 6 of sub-section A, in respect of equipment owned by the insured for maintaining and cleaning the premises, limited to the amount stated in the benefit schedule per event.

### **Swimming pool/borehole pump extension**

Indemnity is extended to cover swimming pool and jacuzzi machinery or borehole pumps in domestic use are damaged by any cause other than wear and tear or depreciation. The Company will, at its option, repair or replace the damaged equipment or pay to the insured the value thereof limited to the amount stated in the benefit schedule per claim.

### **Disposal of salvage clause**

Without diminishing the rights of the Company to rely on the provisions of the general conditions in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the insured provided that the insured can establish to the satisfaction of the Company that to do so will prejudice their interest in which event the Company agrees to give the insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

The insured shall not be entitled under the provisions of this clause to abandon any property to the Company whether taken possession of by the Company or not.

### **Antennae, satellite dishes and solar heating systems**

The liability of the Company for antennae/satellite dishes and/or solar heating systems shall not exceed the amounts stated in the benefit schedule. Cover provided for under this section is limited to damage caused by any of the defined events subject to a first amount payable as stated in the excess schedule.

### **Accidental and mechanical breakage clause**

The liability of the Company shall be limited to the amount stated in the benefit schedule for any one item. Damage resulting from wear and tear and gradual deterioration is specifically excluded. This section shall indemnify the insured in respect of fixed machinery or electrical equipment and/or appliances as described below whilst on the premises as defined in the schedule in the event of:

- i. sudden accidental damage loss or damage to or;
- ii. accidental mechanical and/or electrical breakdown of:
  - a. irrigation systems including pipes, sprinklers and pumps.
  - b. filter equipment connected to motors and/or pumps.
  - c. electric gates and motors including the remote control (a maximum of two units).
  - d. garage doors with motors including the remote control (a maximum of two units).
  - e. switch gear in connection with the equipment.
  - f. insulation of electrical conductors.
  - g. air-conditioning systems (wall units or split units).

Subject to a first amount payable stated in the excess schedule.

### **Extensions for guesthouses and lodges**

These extensions only apply to that part of the risk that relates to the guesthouse and/or lodge if insured in terms of this section.

## Sub-section A – Property

- i. Paragraph 6 is cancelled and replaced by the following: Theft (or any attempt thereat) other than the first amount payable as stated in the excess schedule in the event of theft of contents.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, this item is suspended as regards the property affected unless the insured before the occurrence of damage obtains the written agreement of the Company to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days the insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

- ii. Paragraph 8 is cancelled and replaced by the following:

Bursting, overflowing, leakage or discharge of water or oil from tanks, geysers, pipes or apparatus including any fixed water or oil-fired heating installation including damage to such tanks, geysers, pipes, apparatus and fixed water or oil-fired heating installation.

The insured is responsible for a first amount payable as stated in the excess schedule in respect of any claim as a result of this extension.

- iii. The following extensions are added:

Loss or damage by any cause to swimming pool, borehole (for domestic use), jacuzzi and sauna pool plant and machinery, electrical doors and gates provided that:

- a. the Company's liability shall not exceed the limit stated in the benefit schedule in respect of any one event;
- b. the amount payable will be reduced by the amount stated in the excess schedule for each and every such damage.

- iv. Accidental damage to:

- a. fixed glass and sanitary ware;
- b. household electrical appliances;
- c. radio or television aerials or masts;

provided that the amount payable will be reduced by the amount stated in the excess schedule for each and every such damage.

- v. Loss or damage caused by the total or partial failure of the public supply of electricity to the premises of the insured provided that this section does not cover loss or damage resulting from damage directly or indirectly caused by:

- a. drought;
- b. pollution of water;
- c. shortage of fuel or water;
- d. a fault on any part of the installation belonging to the premises;
- e. the exercise of an authority, empowered by law to supply electricity, of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to damage to property of such authority.

The Company shall not be liable in terms of this extension unless such interruption or interference extends beyond 24 hours.

- vi. The action of refrigerant fumes which have escaped from the unit provided that this extension does not cover:

- a. loss or damage caused by a deliberate act by the supply authority or the exercise by any supply authority of its power to withhold or restrict the supply of electricity and/or gas unless such withholding or restriction is directly attributable to damage to property of such authority;
- b. consequential loss.

The insured is responsible for a first amount payable stated in the excess schedule in respect of any claim as a result of this extension.

### **Death of horses**

The Company will pay up to the limit stated in the benefit schedule for any one event for death of or injury to horses directly resulting from fire, lightning thunderbolt, explosion, earthquake, theft, aircraft (or articles falling from aircraft), storm, tempest, flood, impact by vehicles or any act committed by anyone with the intention of causing such death or injury.

### **Deterioration of foodstuffs**

The Company will pay up to the limit stated in the benefit schedule for accidental deterioration of foodstuffs from any cause but excluding:

- a. Spoiling due to load-shedding, or electrical grid failure, of a power-supply authority on a national, regional, municipal, local and/or private level;
- b. consequential loss.

## Section 3: Office contents section

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### Defined events

1. Loss of, or damage to the contents (other than documents as defined in sub-section C if insured thereunder and electronic data processing equipment) including landlord's fixtures and fittings, the property of the insured or for which they are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of the insured up to an amount stated in the benefit schedule per person while contained in the offices and/or consulting rooms situated as stated in the schedule (hereinafter called the office premises) by any of the perils specified in sub-section A.
2. Loss of, or damage to, the whole or part of the property insured under item C and defined in sub-section C and the consequences thereof insured under item D and as described in sub-section D.
3. Loss and/or expenditure described in sub-sections B and E.

### Sub-section A – Contents

1. Fire, lightning, thunderbolt, subterranean fire, explosion, meteorite and volcanic ash.
2. Storm, wind, water, hail or snow excluding loss of, or damage to, property arising from its undergoing any process necessarily involving the use or application of water.
3. Earthquake but excluding damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped therefrom.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in, or on, such vehicles.
6. Accidental breakage of mirror glass, plate glass tops to furniture, or fixed glass forming part of any article of furniture.

### Limitations clause

The Company's liability under this sub-section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour.

### Specific condition

#### Average (not applicable to peril 6 above)

If the property insured is, at the commencement of any loss or damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Each item of the schedule covering such property shall be separately subject to this condition.

### Sub-section B – Rent

Loss of rent actually incurred by the insured in consequence of the office premises or portion thereof being so damaged by any of the perils specified in sub-section A as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this sub-section shall not exceed the amount stated in benefit schedule.

For the purpose of this sub-section, the term "office premises" shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

### Sub-section C – Documents

Loss of, or damage to documents normally kept at the office premises by any peril not specifically excluded.

## Definition

The term **documents** shall mean films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the insured in the business, and owned by them or for which they are responsible excluding money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds, drafts and any written order to pay a certain sum in money and any written evidence of indebtedness or obligation, and all property carried, or held as samples or for sale, or for delivery after sale and computer software and computer data carrying media unless otherwise stated in the schedule.

## Limitations clause

The Company's liability under this sub-section is limited to all costs, charges and expenses incurred by the insured in replacing or restoring such documents.

## Specific exception (applicable to sub-section A)

This sub-section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique.
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of sub-section A), stock-in-trade, samples, motor vehicles and accessories therefore, money, securities, stamps, jewellery or precious stones.
3. the first amount stated in the excess schedule, if the loss or damage is due to lightning strikes.

## Specific exception (applicable to sub-section C)

This sub-section does not cover:

1. loss or damage caused by:
  - a. electric, or electronic, or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the amount stated in the excess schedule.
  - b. vermin or inherent defects or by processing, copying or other work upon the documents.
  - c. the dishonesty of any principal, partner or director of the insured whether acting alone or in collusion with the others. This exception shall not apply to any director who is also an employee of the insured and whom the insured has the right at all times to govern, control and direct in the performance of his work in the service of the insured and in the course of the business.
2. gradual deterioration or wear and tear.
3. costs involved in re-shooting films and videos and re-recording audio tapes.

## Sub-section D – Legal liability documents

Legal liability as a direct consequence of loss of, or damage to, documents as defined in sub-section C and in respect of which payment, reinstatement or repair has been made or liability admitted by the Company under sub-section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because the insured is required to bear the first portion of the loss.

## Specific exception (applicable to sub-section D)

This sub-section does not cover liability assumed by the insured under any contract, undertaking or agreement where such liability would not have attached to the insured in the absence of such contract, undertaking or agreement.

## **Sub-section E – Increase in cost of working**

Any additional expenditure not otherwise provided for in this section reasonably incurred by the insured for the purposes of maintaining the normal operation of the business in consequence of loss or damage in respect of which payment, reinstatement or repair has been made or liability therefore admitted by the Company under sub-sections A or C.

The indemnity under this sub-section shall not exceed amount stated in the benefits schedule.

## **Clauses and extensions**

### **Alterations and misdescription clause**

The insurance under this section shall not be prejudiced, by any alteration or misdescription of occupancy whether due to the transfer of processes, or machinery, or by virtue of structural alterations, repairs to buildings, machinery or plant, provided that notice is given to the Company as soon as practicable after such event and the insured agrees to pay additional premium if required.

### **Capital additions clause**

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding the amount stated in the benefits schedule, it being understood that the insured undertakes to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### **Fire extinguishing charges clause**

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

### **Locks, keys and remotes clause**

In addition to the limit of indemnity stated in the schedule, the Company will indemnify the insured for costs necessarily and reasonably incurred following loss or damage to any locks and keys (including cardkeys and remote-control devices or alarm controllers) and if necessary, the reprogramming of such coded alarm system to any insured premises,

provided that:

1. the Company's liability shall not exceed the amount stated in the benefits schedule in respect of any one event.
2. the Company shall not be liable for the first amount payable as stated in the excess schedule of each and every event.

### **New and additional premises clause**

If the insured occupies offices or consulting rooms other than those situated as stated in the schedule in the Republic of South Africa, the insurance by this section shall apply as though such offices or consulting rooms were office premises within the meaning of this section,

Provided that:

1. the insured shall, within a reasonable time of taking occupation, advise the Company thereof and pay additional premium calculated pro-rata from the time of taking occupation until the end of the then current period of insurance.
2. this clause shall not apply to any loss if and so far as the same is otherwise insured.



## **Removal of debris clause**

The insurance under this section is extended to include such reasonable costs and expenses as may be necessarily incurred by the insured in respect of the removal of debris following loss of or damage to the insured property by any peril hereby insured against, provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

The Company will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
2. arising from pollution or contamination of property not insured by this policy/section.

## **Temporary removal clause**

Except in respect of the personal property of any partner, director or employee of the insured, loss of or damage to the insured property by any peril hereby insured against while such property is temporarily contained in any building in the Republic of South Africa, shall be deemed to be loss or damage happening while such property is contained in the office premises.

## **Tenants clause**

The Company's liability to the insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the insured) without the insured's knowledge. The insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

## **Replacement value condition**

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the replacement of the contents by similar contents in a condition equal to but not better or more extensive than its condition when new; or

The repair of the contents to a condition substantially the same as but not better than its condition when new provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the time of the loss or damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

## **Malicious damage extension**

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this section is extended to cover loss or damage directly occasioned by, or through, or in consequence of, the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage, other than loss or damage to:

1. moveable property which is:
  - a. stolen.
  - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
2. moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into, or out of, any premises owned or occupied by the insured.
3. immovable property owned, or occupied by the insured occasioned by, or through, or in consequence of:
  - a. the removal or partial removal or any attempt thereof.
  - b. the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof,

Provided that this extension does not cover:

- a. loss or damage related to or caused by fire or explosion.
- b. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
- c. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- e. loss or damage related to, or caused by, any occurrence referred to in general exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days, the insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

### **Theft by forcible entry extension** (if stated in the schedule to be included)

The following peril is added to the perils applicable to sub-section A contents:

Theft accompanied by forcible and violent entry into or exit from the offices and/or consulting rooms or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence, provided that:

- a. the Company will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of the insured.
- b. the amount payable will be reduced by the first amount payable shown in the schedule for this extension.
- c. the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

### **Theft extension** (if stated in the schedule to be included)

The following peril is added to the perils applicable to sub-section A contents:

Theft or any attempt thereat other than by any principal, partner, director or employee of the insured provided that:

- a. the amount payable will be reduced by the first amount payable shown in the schedule for this extension.
- b. the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

### **Repairs and measures after a loss**

After loss or damage by any insured event:

- a. the insured may, to minimise further loss, undertake temporary repairs and any measures necessary (including employing watchmen) for the safety of the property insured.
- b. the Company will pay the reasonable costs of emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged,

provided that the Company's maximum liability shall not exceed the amount stated in the schedule.

## **Burglar alarm warranty**

In respect of any premises at which a burglar alarm is installed it is a condition precedent to liability of the Company and warranted that:

- a. the burglar alarm installed at the premises shall be made fully operative whenever the premises are unattended.
- b. such alarms shall be maintained in proper working order, but the insured shall be deemed to have discharged his liability therefore if he has maintained his obligations under a contract with the suppliers or servicing engineers of the alarm system.

This insurance shall not cover loss of or damage to the property following the use of keys of the burglar alarm system or any duplicate thereof belonging to the insured unless such keys have been obtained by violence or threat of violence.

## **Memorandum**

In respect of sub-section D only, general exception 1 is deleted and replaced by the following:

This sub-section does not cover loss, damage, liability or expenditure directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

## **Skeleton keys**

The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by entry to the premises by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall establish to the satisfaction of the Company that a skeleton key or device was used.

## **Labourers/contractors/employees' clause**

If a labourer, contractor or employee does something or omits to do something without the knowledge of the insured, which is in contradiction of the conditions of this section, cover will not be invalidated. The insured must advise the Company of the act or omission as soon as he or she becomes aware of it.

## Section 4: Business interruption section

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### Defined events

Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under:

1. the fire section of this policy;
2. the buildings combined section of this policy;
3. the office contents section of this policy;
4. any other material damage insurance covering the interest of the insured excluding cover granted under the fire section: trellis/upright, fences and plant material;

but only in respect of perils insured under the fire section hereof (hereinafter termed damage).

Liability shall be deemed to have been admitted if such payment is precluded solely because the insured is required to bear the first portion of the loss.

The Company will indemnify the insured in accordance with the provisions of the specification hereinafter set out.

### Specific conditions

1. The insurance under this section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any damage in consequence of which a claim may be made under this section, the insured shall, in addition to complying with general conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this section shall be payable unless the terms of this specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

### Item 1 – Gross profit (difference basis)

The insurance under this item is limited to loss of gross profit due to:

1. Reduction in turnover; and
2. Increase in cost of working,

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover.
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided,

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than

the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

### **Item 1 – Gross profit (additions basis)**

The insurance under this item is limited to loss of gross profit due to:

1. Reduction in turnover; and
  2. Increase in cost of working,
- and the amount payable as indemnity hereunder shall be
1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover;
  2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided,

less any sum saved during the indemnity period in respect of such insured standing charges as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

### **Memorandum**

If any standing charges of the business are not insured under this section, then in computing the amount recoverable hereunder as increase in cost of working, that proportion only of the additional expenditure shall be brought into account which the sum of the net profit and the insured standing charges bears to the sum of the net profit and all the standing charges.

### **Item 2 – Gross rentals**

The insurance under this item is limited to:

1. Loss of gross rentals; and
  2. Increase in cost of working,
- and the amount payable as indemnity hereunder shall be
1. in respect of loss of gross rentals, the amount by which the gross rentals during the indemnity period shall in consequence of the damage fall short of the standard gross rentals;
  2. in respect of increase cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of the loss of gross rentals thereby avoided,

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross rentals as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 months.

### **Item 3 a – Revenue**

The insurance under this item is limited to

1. Loss of revenue; and
2. Increase in cost of working,

and the amount payable as indemnity hereunder shall be:

1. in respect of loss of revenue, the amount by which revenue during the indemnity period shall, in consequence of the damage, fall short of the standard revenue.
2. in respect of increase cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of loss of revenue thereby avoided,

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of revenue is less than the annual revenue where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 months.

### **Item 3b – Loss of revenue – Plant material**

#### **Defined events**

Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under the fire section: trellises/upright, fences and plant material of this policy (hereinafter termed Damage).

Liability shall be deemed to have been admitted if such payment is precluded solely because the insured is required to bear the first portion of the loss.

The Company will indemnify the insured in accordance with the provisions of the specification hereinafter set out.

#### **Specific conditions**

1. The insurance under this section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any damage in consequence of which a claim may be made under this section, the insured shall, in addition to complying with general conditions 6 and 7, with due diligence do, and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of, or interference with, the business or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss, or any part of it, or consequential loss of any kind resulting therefrom.
3. No claim under this section shall be payable unless the terms of this specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

### **Item 4 – Additional increase in cost of working**

The insurance under this item is limited to reasonable additional expenditure (not recoverable under other items) incurred with the consent of the Company during the indemnity period in consequence of the damage for the purpose of maintaining the normal operation of the business.

### **Item 5 – Wages (number of weeks basis)**

The insurance under this item is limited to the loss incurred by the insured by the payment of wages for a period beginning with the occurrence of the damage and ending not later thereafter than the specified number of weeks.

The amount payable as indemnity under this item will be the actual amount which the insured shall pay as wages for such period to employees whose services cannot, in consequence of the damage, be utilised by the insured at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the damage, be utilised by the insured to the full provided that if the sum insured by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the damage had the damage not occurred, the amount payable will be proportionately reduced.

## Item 6 – Fines and penalties for breach of contract

The insurance under this item is limited to fines or penalties for breach of contract and the amount payable as indemnity hereunder shall be such sum as the insured shall be legally liable to pay and shall pay in discharge of fines or penalties incurred solely in consequence of damage for non-completion or late completion of orders.

### Definitions

**Indemnity period** – The period beginning with the commencement of the damage and ending not later than the number of months thereafter stated in the schedule during which the results of the business shall be affected in consequence of the damage.

**Turnover** – The money paid or payable to the insured for goods sold and delivered and for services rendered in the course of the business at the premises.

**Revenue** – The money paid or payable to the insured for goods sold and for services rendered in the course of the business at the premises.

**Gross rentals** – The money paid or payable to the insured by tenants in respect of rental of the premises and for services rendered.

**Gross profit** (difference basis) – The amount by which:

1. the sum of the turnover and the amount of the closing stock shall exceed.
2. the sum of the amount of the opening stock and the amount of the uninsured costs.

The amount of the opening and closing stocks shall be arrived at in accordance with the insured's normal accountancy methods, due provision being made for depreciation.

**Uninsured costs** – As specified in the schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the insured).

**Gross profit** (additions basis) – The sum produced by adding to the net profit the amount of the insured standing charges or, if there is no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.

**Net profit** – The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

**Insured standing charges** – As specified in the schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the insured).

### Standard turnover

### Standard revenue

**Standard gross rentals** – The turnover (revenue) (gross rentals) during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period.

### Annual turnover

### Annual revenue

**Annual gross rentals** – The turnover (revenue) (gross rentals) during the twelve months immediately before the date of the damage.

**Rate of gross profit** – The rate of gross profit earned on the turnover during the financial year immediately before the date of the damage.

to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.

**Note:** if the damage occurs before the completion of the first year's trading of the business at the premises, the value of bracketed terms shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of the damage.

## **Memorandum**

If, during the indemnity period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business, either by the insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover, revenue or gross rentals during the indemnity period.

## **Extensions and clauses**

### **Wine cellar clause**

For the purpose of this section, the description of Revenue will be amended as follows:

- Net payment calculated on tonnage supplied/used
- Plus – Fixed costs
- Plus – Co-operative commission for specific pool
- Plus – Expenditures already incurred
- Minus – Any amount saved during the indemnity period in respect of such costs and expenditures of the business which has been suspended or lessened due to the damage.

### **Accountants clause**

Any particulars or details contained in the insured's books of account or other business books or documents which may be required by the Company under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the insured's auditors or professional accountants, and their certificate shall be prima facie evidence of the particulars and details to which it relates.

### **Accumulated stocks clause**

In adjusting any loss, account shall be taken, and an equitable allowance made if any shortage in turnover or revenue due to the damage is postponed by reason of the turnover or revenue being temporarily maintained from accumulated stocks.

### **Departmental clause**

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items 1 (gross profit), 2 (gross rentals) or 3 (revenue) relating to reduction in turnover/gross rentals/revenue and increase in cost of working, shall apply separately to each department or branch affected by the damage, except that if the sum insured by the relative item is less than the aggregate of the (annual gross rentals), (annual revenue), (sums produced by applying the rate of gross profit) for each department or branch, whether or not affected by the damage, (to the relative annual turnover thereof), (proportionately increased if the number of months referred to in the definition of indemnity period exceeds twelve), the amount payable shall be proportionately reduced.

### **Deposit premium clause**

In consideration of the premium by items 1, 2 or 3 being provisional in that it is calculated on 75% of the sum insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

In the event of the gross profit/gross rentals/revenue earned (proportionately increased if the number of months referred to in the definition of indemnity period exceeds twelve) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% of the sum insured thereon, a pro rata return or additional premium not exceeding 33.3% of the provisional premium paid for such period of insurance will be made in respect of the difference.

In the event of a claim being made under this section, the amount paid or payable thereon shall be regarded as actually earned.



## Output (alternative basis) clause

At the option of the insured, the term output may be substituted for the term turnover and, for the purposes of this section, output shall mean the sale or transfer value, as shown in the insured's books, of goods manufactured or processed by the insured at the premises,

Provided that:

1. only the meaning of output or the meaning of turnover shall be operative in connection with anyone.
2. event resulting in interruption.
3. if the meaning of output be used:
  - a. the accumulated stocks clause shall be inoperative.
  - b. the memorandum at the end of the definitions shall read:

If, during the indemnity period, goods shall be manufactured or processed other than at the premises for the benefit of the business either by the insured or by others on behalf of the insured, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period.

## Salvage sale clause

If the insured shall hold a salvage sale during the indemnity period, clause 1 of item 1 (gross profit) shall, for the purposes of such claim, read as follows:

1. in respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) shall, in consequence of the damage, fall short of the standard turnover, from which sum shall be deducted the gross profit actually earned during the period of the salvage sale.

## Extensions to other premises

Loss as insured by this section resulting from interruption of or interference with the business in consequence of damage (as defined herein) at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from damage to property used by the insured at the premises.

All extensions reflected on the Schedule of Limits of Liability (or similar schedule) and Policy Wording without a limit attached to it will be limited to R1,000,000.00 per occurrence. Insurer's liability with respect to all such extensions will not exceed a total limit of R5,000,000.00 per policy period.

### 1. Specified suppliers/sub-contractors (if stated in the schedule to be included)

The premises of the suppliers and sub-contractors specified in the schedule subject to stated limits.

### 2. Unspecified suppliers (if stated in the schedule to be included)

The premises of any other of the insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which the insured obtains electricity, gas or water subject to the limit stated in the schedule.

### 3. Storage, transit and vehicle

Property of the insured whilst stored or whilst in transit by air, road, rail or inland waterway or being motor vehicles of the insured elsewhere than at premises occupied by the insured.

### 4. Contract sites

Any situation not occupied by the insured where the insured is carrying out a contract.

### 5. Prevention of access

Property within a 10-kilometre radius of the insured's premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the insured therein shall be damaged or not.

## 6. Additional premises

In the event of the insured occupying or having property at any newly added premises for the purpose of the business during the currency of this section, such newly added premises shall be deemed to be included in those specified here, subject to notification to the Company as soon as reasonably practicable and to adjustment of the premium if necessary.

## 7. Customers (if stated in the schedule to be included)

The premises of the customers specified in the schedule subject to stated limits.

## 8. Public utilities – insured perils only (if stated in the schedule to be included)

Property at electricity generating stations, sub-stations or transmission networks, gasworks including the related gas distribution network, water purification plants, pumping stations, aqueducts and pipelines of an authority empowered by law to supply water, gas or electricity for consumption by the public and which results in an interruption of water, gas or electricity to the premises of the insured. Geographical limits confined to the Republic of South Africa.

## 9. Public telecommunications – insured perils only (if stated in the schedule to be included)

Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the insured. Geographical limits confined to the Republic of South Africa.

## The geographical limits

The extensions to other premises are confined to the Republic of South Africa.

## Accidental damage (if stated in the schedule to be included)

The following defined event is added:

“Loss following interruption or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under defined event 1 of the accidental damage section of this policy (hereinafter termed damage),

Provided that:

1. the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this defined event.
2. the Company shall not pay more than the sum insured stated in the schedule of the accidental damage section for both this section and the accidental damage section combined.”

## Extensions for guesthouses and lodges

These extensions only apply to the part of the risk that relates to the guesthouse and/or lodge if insured in terms of this section.

## Murder/suicide/pollution/shark and animal attack

Damage (as within defined) is deemed to include loss following the interruption of or the interference with the business as a result of:

- a. murder, suicide, armed robbery, malicious or terrorist activities (whether actual or hoax) at the insured's premises.
- b. food or drink poisoning at the insured's premises.
- c. closure of the premises due to noxious fumes within a 10-kilometre radius of the insured's premises, on the order of the competent local, municipal, regional or government authority responsible for the area.
- d. adverse weather conditions within a 10-kilometre radius of the insured's premises, of sufficient intensity and/or strength with the potential to cause damage to property or injury to persons.
- e. pollution of any sea, beach, waterway, dam or river within a 10-kilometre radius of the insured's premises other than pollution of drinking water;
- f. shark or wild animal attack within a 10-kilometre radius of the insured's premises;

- g. bombing within a 10-kilometre radius of the insured's premises;
- h. closure of the premises due to vermin, pest or defective sanitary arrangements at the insured's premises on the order of the competent local, municipal, regional or government authority responsible for the area;

For the purposes of this extension:

1. 'indemnity period' shall mean the period commencing with the occurrence of (a), (b), (d), (e), (f) or (g) above or for (c) and (h) the date on which restrictions on the premises were applied and ending not later than three months thereafter;
2. 'insured's premises' shall mean those locations listed in the schedule as the insured's premises and shall not include the premises of suppliers, customers, contractors (or subcontractors) notwithstanding that this insurance may otherwise be extended to include such premises;

The cover granted by this extension does not include any costs arising from cleaning repair recall or checking the insured's premises.

### **Rail road and air services**

Loss as insured by the section resulting from interruption of or interference with the business in consequence of damage at the under noted situations and to under noted property shall be deemed to be loss from damage to property used by the insured at the premises:

- a. at the premises and property of any rail service.
- b. at the premises and property of any airport or terminal facility including aircraft.
- c. at the premises of any shipping terminal or cargo loading facility.
- d. to any road, tunnel, bridge or service accessory relating thereto.
- e. to any road vehicle belonging to a customer of the insured or a road transportation service shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that:

1. such damage has not been brought about by the direct or indirect action of any party which shall include strikes, labour disturbances, malicious damage or intent thereof or political interference.
2. should such interruption or interference arise from mechanical or electrical or electronic breakdown there shall be no liability under this extension for interruption or interference with the business unless such interruption or interference extends beyond 24 hours from commencement thereof.

The geographical limits of this extension are confined to the Republic of South Africa.

### **Loss of game**

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the death of game by a bush fire or wild fire shall be deemed to have resulted from damage (as within defined).

The geographical limits of this extension are confined to the Republic of South Africa.

### **Ventilation failure**

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the failure of any ventilation system which controls the cooling or heating requirements of the insured's premises shall be deemed to have resulted from damage (as within defined) provided that should such interruption or interference arise from mechanical or electrical or electronic breakdown there shall be no liability under this extension.

The geographical limits of this extension are confined to the Republic of South Africa.

### **Auxiliary power failure**

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the failure of the auxiliary power plant to operate in the event of the failure of the main electricity supply grid

from which the insured normally receive their power shall be deemed to have resulted from damage (as within defined).

Provided that this extension does not cover loss resulting from damage directly or indirectly caused by:

- a. lack of maintenance or failure to test such equipment on a weekly basis.
- b. normal wear and tear or gradual deterioration.
- c. a shortage of fuel or the incorrect supply of fuel.
- d. a flat battery or battery failure at the time of starting the equipment.
- e. load-shedding, or electrical grid failure, of a power-supply authority on a national, regional, municipal, local and/or private level.

The geographical limits of this extension are confined to the Republic of South Africa.

### **Liquor licence**

Loss as insured by the section resulting from interruption of or interference with the business in consequence of a licence granted in respect of the premises for the sale by retail of excisable liquors the licence becoming suspended or forfeited under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the period of insurance such suspension forfeiture or refused renewal being occasioned by reasons beyond the control of the Insured.

Provided that:

- a. If the Insured shall be entitled to obtain the payment of compensation under the provisions of any act of parliament in respect of the refusal to renew the licence no claim shall arise under this section.
- b. In the event of death bankruptcy incapacity desertion of the premises or conviction for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty moral standing or sobriety of the tenant manager occupier or licensee the insured shall where practicable and at the request of the Company procure a suitable person to replace him and one to whom the justice will transfer the licence or grant the licence by way of renewal.
- c. If the forfeiture of or refusal to renew the licence be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured or by any omission of the Insured to take any step necessary for keeping the licence in force no claim shall arise under this section unless the Insured or any other claimant hereunder shall prove to the reasonable satisfaction of the Company that such matter was beyond his or their power or control.
- d. If refused renewal suspension or forfeiture of the licence arises directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from an amendment of the law affecting the grant surrender refusal to renew suspension or forfeiture of licences no claim shall arise under this section.
- e. The insured shall on becoming aware of any
  - i. complaint against the premises or the control thereof.
  - ii. proceedings against or conviction of the licensee manager tenant or occupier of the premises for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regard to his honesty moral standing or sobriety.
  - iii. transfer or proposed transfer of the licence.
  - iv. alteration in the purpose for which the premises are used.
  - v. objection to renewal or other circumstances which may endanger the licence or renewal thereof.

immediately give notice thereof in writing to the Company and supply such additional information and give such assistance as the Company may reasonably require.

The geographical limits of this extension are confined to the Republic of South Africa.

## Section 5: Accounts receivable section

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### Defined events

Loss or damage as a result of accident or misfortune (hereinafter termed damage) to the insured's books of account or other business books or records at the premises or at the residence of any director, partner or employee or the premises of any accountant of the insured, in consequence whereof the insured is unable to trace or establish the outstanding debit balances in whole or part due to them, provided that the liability of the Company shall not exceed the sums insured stated in the schedule and that the basis of indemnity will be as set out in the specification which forms part of this section.

If, because of imminent danger of their destruction, such books of account or other business books or records are removed to a place of safety, the insurance hereunder shall apply if such goods are destroyed, damaged or lost as aforesaid during such removal or while so located or being returned to the premises, provided the insured shall notify the Company in writing of such removal within 30 days thereafter.

The Company will also pay all reasonable collection costs and expenses incurred by the insured in excess of normal collection costs and expenses made necessary because of such damage.

### Specific exceptions

The Company will not pay for:

1. loss resulting from loss or damage to the books of account or other business books or records caused by:
  - a. wear and tear or gradual deterioration or moths or vermin.
  - b. detention, seizure or confiscation by any lawfully constituted authority.
  - c. electrical or electronic or magnetic injury, disturbances or erasure, unless the insured maintains the duplicate records referred to in the duplicate records clause of this section, in which case the insured will be responsible for the first amount payable stated in the excess schedule for each and every loss.
2. loss caused by fraud or dishonesty of any principal, director, partner or employee of the insured.

### Specification

The insurance under this section is limited to the loss sustained by the insured in respect of outstanding debit balances directly due to the damage, and the amount payable shall not exceed:

1. the difference between:
  - a. the outstanding debit balances.
  - b. the total of the amounts received or traced in respect thereof; and
2. the additional expenditure incurred in tracing and establishing customers' debit balances after the damage provided that, if the sum insured under this item is less than the outstanding debit balances, the amount payable shall be proportionately reduced.

### Definitions

#### Outstanding debit balances

The total declared in the statement last given under the provisions of the following memorandum adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the damage; and
3. any abnormal condition of trade which had, or could have had, a material effect on the business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the damage had the damage not occurred.

## **Clauses and memoranda**

### **Declarations**

The insured shall, within 60 days of the end of each month or other agreed period, deposit with the Company a signed statement showing the total amount outstanding in customers' accounts as set out in the insured's accounts as at the end of the said month.

### **Adjustment**

In consideration of the premium under this section being provisional in that it is calculated on 75% of the sum insured, the premium will be adjusted as follows:

On the expiry of each period of insurance, the actual premium shall be calculated at the rate percent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium is greater than the provisional premium, the insured shall pay the difference. If it is less, the difference shall be repaid to the insured, but such repayment shall not exceed 33.3% of the provisional premium paid.

If the amount of a declaration exceeds the sum insured applicable at the date of such declaration, then for the purposes of this memorandum only, the insured shall be deemed to have declared such sum insured.

### **Accountants clause**

Any particulars or details contained in the insured's books of account or other business books or records which may be required by the Company under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the insured's auditors or professional accountants, and their certificate shall be prima facie evidence of the particulars and details to which it relates.

### **Duplicate records** (if stated in the schedule to be included)

The insured shall maintain duplicates of their books of account or other business books or records containing details of outstanding balances and such duplicates shall be stored at different premises from the originals.

### **Protections** (if stated in the schedule to be included)

The insured's books of account, or other business books or records containing details of outstanding balances, must be kept in a fire resistant safe, cabinet or strongroom outside business hours, unless they are being worked on, or are required for immediate reference.

### **Transit extension** (if stated in the schedule to be included)

The insurance under this section includes loss as defined to the insured's books of account or other business books or records whilst in transit to, or from the premises, or residence of any director, partner, employee or accountant of the insured.

## Section 6: Theft section

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### Defined events

Loss of or damage to all contents (the property of the insured or for which they are responsible) of any insured building, at the insured premises described in the schedule as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.

### Extensions

1. The insurance under this section extends to cover loss of or damage to the property insured:
  - a. caused or accompanied by:
    - i. a thief or thieves being concealed on the insured premises before close of business.
    - ii. entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall establish to the satisfaction of the Company that such a skeleton key or device was used.
  - b. whilst in a building at any additional premises used by the insured provided that:
    - i. such additional premises are advised to the Company within 30 days from the time the risk attaches to the Company.
    - ii. an additional premium, if any, is paid.
    - iii. the Company's liability in respect of this extension shall not exceed 50% of the highest amount stated in the schedule applicable to any one premises.
2. In addition to the limit of indemnity stated in the schedule
  - a. the insurance under this section includes:
    - i. damage to the buildings (including landlord's fixtures and fittings) at the insured premises in the course of theft or any attempt thereat.
    - ii. loss of buildings, landlord's fixtures and fittings at the insured premises as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.
    - iii. all permanent fixtures and fittings on the interior and exterior of a building at the insured premises accompanied by forcible and violent removal from such building.
    - iv. all permanent fixtures and fittings in the open on the grounds of the insured premises accompanied by forcible and violent removal from such grounds.
  - b. the Company will reimburse the insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section,  
  
Provided that the Company's liability shall not exceed the greater of the amount stated in the benefit schedule or the amount stated in the schedule in respect of any one event.
3. In addition to the limit of indemnity stated in the schedule, the Company will indemnify the insured for costs necessarily and reasonably incurred following loss or damage to any locks and keys (including cardkeys and remote-control devices or alarm controllers) and if necessary, the reprogramming of such coded alarm system to any insured premises, provided that:
  - a. the Company's liability shall not exceed the amount stated in the benefit schedule in respect of any one event.
  - b. the Company shall not be liable for the first amount payable as stated in the excess schedule for each and every event

4. The term all contents includes personal effects, tools and pedal cycles which are the property of the insured or any principal, partner, director or employee of the insured in so far as such property is not otherwise insured up to an amount stated in the benefit schedule in the case of any one person.
5. This extension only applies to the part of the risk that relates to the guesthouse and/or lodge if insured in terms of this section.

Loss of or damage to all contents (the property of the insured or for which they are responsible) of any insured building at the insured premises described in the schedule as a result of theft or any attempt thereat, provided that theft from any bar, bottle store, liquor or cigarette storage area should be accompanied by forcible and violent entry into or exit from such building.

### **Limitations**

The Company's liability in respect of documents, manuscripts, business books, computer system records and media, plans, designs, patterns, models and moulds is restricted to the value of materials and sums expended in labour.

### **Specific exceptions**

The Company shall not be liable for:

1. loss or damage which can be insured under a fire policy except in the case of explosion caused in an attempt to effect entry.
2. loss or damage insurable under a glass insurance policy.
3. property more specifically insured or, unless specified in the schedule, cash, bank and currency notes, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature.
4. loss or damage in which any, principal, partner, director or any member of the insured's household or any of the insured's employees is considered as principal or accessory.
5. consequential loss or damage of any nature whatsoever.

### **Specific conditions**

1. This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the Company.
2. In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to the liability of the Company and warranted that:
  - a. the burglar alarm installed at the premises shall be made fully operative whenever the premises are not open for business unless a principal, partner, director or employee of the insured is on the premises.
  - b. such alarm shall be maintained in proper working order but the insured shall be deemed to have discharged its liability in this regard if it has maintained its obligations under a contract with the suppliers or servicing engineers of the alarm system.

This insurance shall not cover loss of, or damage to, the property following the use of the keys of the burglar alarm or any duplicate thereof belonging to the insured unless such keys have been obtained by violence or threat of violence to any person.

### **Burglar alarm warranty**

In respect of any premises at which a burglar alarm is installed it is a condition precedent to liability of the Company and warranted that:

- a. the burglar alarm installed at the premises shall be made fully operative whenever the premises are unattended.
- b. such alarms shall be maintained in proper working order, but the insured shall be deemed to have discharged his liability therefore if he has maintained his obligations under a contract with the suppliers or servicing engineers of the alarm system.



This insurance shall not cover loss of or damage to the property following the use of keys of the burglar alarm system or any duplicate thereof belonging to the insured unless such keys have been obtained by violence or threat of violence.

## Section 7: Money section

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### Defined events

Loss of, or damage to, money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Eswatini, Zimbabwe, Malawi and Mozambique except if otherwise specified, provided that the liability of the Company for all loss or damage arising from all occurrences of a series consequent upon, or attributable to one source or original cause shall not exceed the specific limitations stated in the schedule.

### Definitions

Money shall mean cash, bank and currency notes, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, the property of the insured, or for which they are responsible.

Receptacle shall mean any safe, strongroom, strongbox, till, cash register, cash box or other receptacle for money, or any franking machine.

Clothing shall mean clothing and personal effects not otherwise insured, belonging to the insured or to any principal, partner, director or employee of the insured.

### Extensions

#### 1. Receptacles and clothing

In addition to any payment in respect of a defined event, the Company will indemnify the insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money, provided that the Company's liability under this extension in respect of clothing shall not exceed the amount stated in the benefits schedule, and in respect of receptacles, the amount stated in the schedule or the amount stated in the benefits schedule whichever is the greater.

#### 2. Locks and keys

In addition to any payment in respect of a defined event, the Company will indemnify the insured in respect of the cost of replacing locks and keys to any receptacle at the insured premises following upon the disappearance of any key to such receptacle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key,

Provided that:

- a. the Company's liability shall not exceed the amount stated in the benefits schedule in respect of any one event.
- b. the Company shall not be liable for the first amount stated in the excess schedule for each and every event.

#### 3. Riot and strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by, or through, or in consequence of:

- a. civil commotion, labour disturbances, riot, strike or lockout.
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with, any occurrence referred to in (a) above,

Provided that this extension does not cover:

- a. loss or damage occurring in the Republic of South Africa and Namibia.
- b. consequential or indirect loss or damage of any kind or description whatsoever.
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

- e. loss or damage related to, or caused by any occurrence referred to in general exception 1(a) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the Company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

#### 4. Skeleton keys

The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by entry to receptacles by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall establish to the satisfaction of the Company that a skeleton key or device was used.

#### 5. Personal accident (assault) extension (if stated in the schedule to be included)

The term “defined events” in the money section shall be deemed to include bodily injury, caused by accidental, violent external and visible means as a result of theft, or any attempt thereat, to the insured or to any principal, partner, director or employee of the insured (hereinafter in this extension referred to as such person) while such person is acting in the course of their duties in the insured’s employ.

The Company will pay to the insured, on behalf of such person or their estate, the sum or sums stated in the schedule in the event of bodily injury to such person resulting within 24 calendar months in:

a. death	<b>the capital sum</b>
b. permanent disability as follows	<b>the percentage of the capital sum specified percentage of capital sum</b>
i. loss by physical separation at or above the wrist or ankle of one or more limbs	100
ii. permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
iii. permanent and total loss of hearing	
both ears	100
one ear	25
iv. permanent and total loss of speech	100
v. injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
vi. loss of four fingers	70
vii. loss of thumb	
both phalanges	25
one phalanx	10
viii. loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
ix. loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2

x.	loss of ring finger	
	three phalanges	5
	two phalanges	4
	one phalanx	2
xi.	loss of little finger	
	three phalanges	4
	two phalanges	3
	one phalanx	2
xii.	loss of metacarpals	
	first or second (additional)	3
	third, fourth or fifth (additional)	2
xiii.	loss of toes	
	all on one foot	30
	great, both phalanges	5
	great, one phalanx	2
	other than great, if more than one toe lost, each	2
c.	In the case of total and absolute incapacity from following usual business or occupation the weekly sum specified in the schedule shall be payable.	
d.	<p><b>Medical emergency treatment costs/expenses</b> means all reasonable and unexpected costs incurred by the insured for injury that requires immediate medical treatment at a hospital because of an accident. The insured must be admitted to a hospital for medical treatment for injury that in a medical practitioner's opinion is an emergency and requires hospital admission.</p> <p><b>Medical practitioner</b> means a person other than the insured or the insured's close relative, who is qualified by degree in western medicine and legally authorised in the geographical area to render medical and surgical services.</p>	

### Memoranda (applicable to permanent disablement benefits)

- Where the injury is not specified the Company will pay such sum as in its opinion is consistent with the above provisions.
- Permanent total loss of use of part of the body shall be considered as loss of such part.
- 100 per cent shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any such person,

Provided that:

- the Company shall not be liable to pay in respect of any one such person more than the capital sum plus the sums specified under items 3 and 4.
- the sum specified under item 3 shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 weeks and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that permanent disability may remain.
- compensation payable under item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4.
- this extension shall not apply to any such person under 15 or over 75 years of age.
- after suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction.
- general exception 2 and general conditions 2 and 9 do not apply to this extension.
- in respect of this extension only general exception 1 is deleted and replaced by the following:

This extension does not cover death or bodily injury directly or indirectly caused by, or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.

### **Extensions to the personal accident (assault) extension**

1. Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereof.
2. In the event of disappearance of any such person in circumstances which satisfy the Company that they have sustained injury to which this personal accident (assault) extension applies and that such injury has resulted in the death of such person, the Company will, for the purpose of the insurance afforded by this extension, presume their death provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, they are found to be alive, such payment shall forthwith be refunded by the insured to the Company.

### **Specific exceptions**

The Company shall not be liable for loss of or damage to money:

1. arising from dishonesty of any principal, partner, director or person or persons in the employ of the insured not discovered within 14 days of the occurrence thereof.
2. arising from shortage due to error or omission.
3. arising from the use of keys to any safe or strongroom unless the keys:
  - a. are obtained by violence or threats of violence to any person.
  - b. are used by the keyholder or some other person with the collusion of the keyholder and the insured can prove to the satisfaction of the Company that the keyholder or such other person had used the keys to open the safe or strongroom.
4. in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strong room is unattended but this exception will not apply if it can be shown to the satisfaction of the Company that the keyholder to the safe or strongroom deliberately left it unlocked with the intention of allowing the money to be stolen.
5. not contained in a locked safe or strongroom whilst the portion of the premises containing such money is unattended but this exception will not apply if it can be shown to the satisfaction of the Company that the person(s) responsible for the money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen.
6. in any vehicle being used by the insured unless a principal, partner, director or employee of the insured is actually in such vehicle or, if not in such vehicle, is within 5 metres of it in a position from which the vehicle is clearly visible. This exception shall not apply following an accident involving such vehicle rendering the said person incapacitated.
7. consequential loss or damage of any nature whatsoever.

Specific exceptions 3, 4, 5 and 6 do not apply up to an amount stated in benefits schedule and such losses shall not be reduced by any first amount payable.

### **Memoranda**

1. Loss of, or damage to, money as insured under this section arising from dishonesty of any principal, partner, director or person in the employ of the insured (such person), as defined under this section, shall be subject to the following compulsory first amount payable clause:

The amount payable hereunder in respect of an event involving any such person or any number of such persons acting in collusion, shall be reduced by the amount stated in the excess schedule.
2. The Company shall not be liable under this section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

## **Burglar alarm warranty**

In respect of any premises at which a burglar alarm is installed it is a condition precedent to liability of the Company and warranted that:

- a. the burglar alarm installed at the premises shall be made fully operative whenever the premises are unattended.
- b. such alarms shall be maintained in proper working order, but the insured shall be deemed to have discharged his liability therefore if he has maintained his obligations under a contract with the suppliers or servicing engineers of the alarm system.

This insurance shall not cover loss of or damage to the property following the use of keys of the burglar alarm system or any duplicate thereof belonging to the insured unless such keys have been obtained by violence or threat of violence.

## Section 8: Glass section

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### Defined events

Loss of, or damage to, internal and external glass (including mirrors), signwriting and treatment thereon at the insured premises as stated in the schedule, the property of the insured, or for which they are responsible.

Following loss of, or damage to glass, the Company will also indemnify the insured for:

1. the cost of such boarding up as may be reasonably necessary;
2. damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or damage;
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass;
4. the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the insured,

Provided that the liability of the Company shall not exceed:

- a. for the replacement of glass, signwriting and treatment – the sum insured as stated in the schedule applicable to the premises at which loss or damage occurs.
- b. for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause – in the aggregate the sum stated in the benefit schedule.

### Specific condition

#### Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item if more than one shall be separately subject to this condition.

#### Definition of glass

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate/float glass not exceeding 6 millimetres in thickness, whether coated with a film or not, or 6.5 millimetre laminated safety glass.

#### Specific exceptions

The Company shall not be liable for:

1. loss or damage which is insured by, or would, but for the existence of this section, be insured, by any fire insurance, except in respect of any excess beyond the amount which would have been payable under such fire insurance had the insurance under this section not been effected, but this specific exception shall not apply to loss or damage for which the insured is responsible as tenant and not as owner.
2. glass forming part of stock in trade.
3. glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by the Company.
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.
5. consequential loss or damage of any nature whatsoever.

## **Extensions**

### **Special replacement**

If, following loss or damage insured hereunder, the insured is obliged in terms of the National Building Regulations or similar legislation to replace the damaged glass with glass of a superior quality, then the Company shall be liable for the increased cost of such replacement including (but not limited to) frames therefore, provided that if the cost of so replacing the whole of the insured property (inclusive of other items insured) is greater than the sum insured thereon at the time of the loss or damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.



## Section 9: Fidelity guarantee section

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### Defined events

1. Loss of money and/or property belonging to the insured or for which they are responsible, stolen by an insured employee during the currency of this section.
2. Direct financial loss sustained by the insured as a result of fraud or dishonesty of an insured employee all of which occurs during the currency of this section which results in dishonest personal financial gain for the employee concerned,

Provided that:

1. a. the Company is not liable for all losses which occurred more than 24 months prior to discovery.  
b. all losses are discovered not later than 12 months after the termination of:
  - i. this section; or
  - ii. this section in respect of any insured employee concerned in a loss; or
  - iii. the employment of the insured employee or the last of the insured employees concerned in a loss whichever occurs first.
2. a. Blanket basis – the liability of the Company for all losses shall not exceed the sum insured stated in the schedule whether involving any one employee or any number of employees acting in collusion or independently of each other.  
b. Named or position basis – the liability of the Company for all losses involving any employee shall not exceed the sum insured stated opposite their name in the schedule or, if they are unnamed, the sum insured stated opposite the position held by them in the business as stated in the schedule.
3. Renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of the Company beyond the sum insured stated in the schedule. If the period of insurance is less than 12 months the Company's liability is limited to the sum stated in the schedule during any twelve-month period of insurance calculated from inception or renewal.
4. The term "dishonest personal financial gain" shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.

### Definition

**Employee** shall mean:

1. any person while employed under a contract of service with, or apprenticeship to, the insured;
2. any person while hired or seconded from any other party into the service of the insured;

who the insured has the right at all times to govern, control and direct in the performance of their work in the course of the business of the insured and who, if this section is on a named and/or position basis, is described in the schedule by name and/or by the position held by them in the business.

### Specific exceptions

1. The Company shall not be liable for:
  - a. loss resulting from or contributed to by any defined event by:
    - i. any partner in or of the insured to the extent that such partner would benefit by indemnity granted under this policy.
    - ii. any principal, director or member of the insured unless such director or member is also an employee.

- iii. any employee from the time the insured shall become aware that such employee has committed any fraud or dishonesty.
  - b. any consequential losses of any kind following losses referred to under defined events.
- 2. This section does not cover any company or other legal entity acquired during the period of insurance.
- 3. The Company shall not be liable for any defined event if it results from the dishonest:
  - a. manipulation of,
  - b. input into,
  - c. suppression of input into,
  - d. destruction of,
  - e. alteration of,

any computer programme, system, data or software by any insured employee who is employed in the insured's electronic data-processing department or area.

This exception does not apply to insured employees who are employed in the electronic data- processing department/area of any non-networked micro/personal computer.

- 4. The Company shall only be liable to the extent of the participation/shareholding of any uninvolved partners/principals/directors or members for an insured event in which any partner/principal/director or member of the insured is or has been directly involved.

This specific exception only applies to partnerships, proprietary companies or close corporations.

### **Specific conditions**

- 1. The insured shall institute and/or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting their business as has been represented to the Company, but the insured may:
  - a. change the remuneration and conditions of service of any employee.
  - b. in respect of any employee who is described in the schedule by name, change his duties and position.
  - c. in respect of any employee who is described in the schedule only by the position held by him, remove such employee and place in his position any other person who falls within the definition of employee.
  - d. make such other changes as are approved beforehand in writing by the insured's auditors.
- 2. If the insured shall sustain any loss to which this section applies which exceeds the amount payable hereunder in respect of such loss, the insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the Company or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Company and the insured to the extent of his co-insurance in terms of item 2, the compulsory first amount payable clause.

### **Clauses and extensions**

#### **Accountants clause**

Any particulars or details contained in the insured's books of account or other business books or documents which may be required by the Company under this section for the purpose of investigating or verifying any claim hereunder may be produced and certified by the insured's auditors or professional accountants and their certificate shall be prima facie evidence of the particulars and details to which it relates.

#### **Extended cover for past employees extension**

Any person who ceases to be an employee shall, for the purposes of this section, be considered as being an employee for a period of 30 days after he in fact ceased to be an employee.

### **Retroactive cover extension – No previous insurance in force** (if stated in the schedule to be included)

This section will also apply to defined events as insured herein which occurred up to 12 months prior to inception of this section but not more than 24 months prior to discovery, provided the events are discovered within the sooner of 12 months of the termination of the employment of the employee concerned or within 12 months of the expiry of this section.

### **Superseded insurances extension** (if stated in the schedule to be included)

This section will apply to defined events insured herein which occurred during the currency of any insurance superseded by this section and specified in the schedule provided that:

1. this extension is restricted to losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the defined events.
2. the defined events are discovered within the sooner of 12 months of the termination of the employment of the employee concerned, or within 12 months of the expiry of this section.
3. the amount payable under this extension shall not exceed the amount insured by this section or the amount insured by the superseded insurance, whichever is the lesser.
4. in the event of the defined events involving one employee or any number of employees occurring during both the currency of this section and that of the superseded policy, the maximum amount payable shall not exceed the amount insured by this section at the time of discovery of the defined events.
5. this extension will not apply to defined events which occurred more than the number of years stated in the schedule before inception of this section.
6. the Company is not liable for any loss which occurred more than 24 months prior to discovery.

### **Other insurances**

It is a condition of this section that other than:

1. a money policy.
2. a policy declared to the Company at inception or renewal or at the time a claim is submitted.
3. a fidelity pension fund policy which is not in excess of this section.
4. this policy.

No other insurance is in force during the currency of this section to insure against the risks insured hereunder.

### **Compulsory first amount payable**

The amount payable under this section in respect of a defined event involving one employee or any number of employees acting in collusion shall be reduced by:

1. 2% of the aggregate of the sum insured under this section and the declared insurance or R60,000 whichever is the lesser, plus
2. a further amount of 10% of the net amount payable after deduction of the amount specified in 1 above.

Both amounts shall be borne in full by the insured and remain uninsured.

### **Computer losses first amount payable**

The percentage shown in 2 of the compulsory first amount payable clause is increased from 10% to 20% if the defined event results from the dishonest:

1. manipulation of,
2. input into,
3. suppression of input into,
4. destruction of,

5. alteration of:

Any non-networked micro/personal computer programme, system, data or software by any insured employee whose duties involve the managing, supervision, design, creation or alteration of computer systems or programmes.

**First amount payable for losses discovered more than 12 months after they were committed**

If any defined event is discovered more than 12 months after:

1. it was committed;
2. the first event in a series of events committed by one person or a number of persons acting in collusion the percentages contained in the first amount payable clause are increased as follows:

First amount payable clause

First amount payable increased to percentage shown below	If losses are discovered more than 12 months after being committed but not more than 24 months thereafter	If policy has been extended to cover that part of losses discovered more than 24 months after being committed but not more than 36 months thereafter
<b>Compulsory</b>		
Paragraph 1	From 2% to 4%	From 2% to 5%
Paragraph 2	From 10% to 15%	From 10% to 20%
Computer losses	From 20% to 30%	From 20% to 35%

Notwithstanding the above, the insured may opt to claim only for that part of the loss which was discovered in a lesser period, in which case the first amount payable applicable for the corresponding lesser period will apply.

**Voluntary first amount payable clause (if stated in the schedule to be included)**

In addition to the amount payable by the insured under the compulsory first amount payable clause, the insured shall be responsible for the difference between such amount and the amount stated in the schedule as the voluntary first amount payable provided such voluntary amount exceeds the compulsory amount.

**Reduction/reinstatement of insured amount clause (if stated in the schedule to be included)**

The payment by the Company of any loss involving one employee or any number of employees shall not reduce the Company's liability in respect of the remaining insured employees provided that:

1. the maximum amount payable by the Company for all insured employees shall not exceed double the sum insured shown in the schedule;
2. the insured pays additional premium calculated in terms of the following formula:

$$\text{Annual premium in force at time of discovery of loss} \times \frac{\text{Amount of claim payment}}{\text{Sum insured at time of discovery of loss}}$$

The additional premium shall be payable in full and may not be reduced due to the period between the date of discovery of loss and the expiry date being less than 12 months.

**Costs of recovery extension (if stated in the schedule to be included)**

If the insured shall sustain any loss to which this section applies which exceeds the sum insured hereunder, the Company will, in addition to the sum insured, pay to the insured costs and expenses not exceeding the amount stated in the schedule necessarily incurred with the consent of the Company (which consent shall not be unreasonably withheld) for the recovery or attempted recovery from the employee in respect of whose dishonest or fraudulent acts the claim is made, of that part of the loss which exceeds the sum insured hereunder. All amounts recovered by the insured in excess of the said part of the loss shall be for the benefit of the Company and the insured to the extent of his co-insurance in terms of item 2, the compulsory first amount payable clause.

**Computer losses extension** (if stated in the schedule to be included)

The insured having completed a satisfactory questionnaire, specific exception 3 and the computer losses first amount payable clause are deleted.

Extension for losses discovered more than 24 months after being committed but not more than 36 months thereafter (if stated in the schedule to be included)

- 1. In consideration of the payment of an additional premium, Proviso 1(a) of the defined events is restated to read:
  - 1. (a) the Company is not liable for all losses which occurred more than 36 months prior to discovery.
- 2. If this policy section includes the superseded policy clause, the period referred to in proviso 6 thereof is increased from 24 months to 36 months.

**Extension granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed** (if stated in the schedule to be included)

In consideration of the accounting firm named in the schedule having conducted a satisfactory audit of the insured's systems of:

- control.
- fraud dishonesty and theft detection.

And subject to the insured implementing and maintaining all the recommendations contained in such audit:

- 1. Proviso 1(a) of the defined events (which limits cover to that part of losses discovered within 24 months) and proviso 6 of the superseded insurance extension clause (if applicable) are deleted.
- 2. If any defined event is discovered more than 12 months after it was committed, the percentages contained in the undernoted first amount payable clauses are increased as follows:

First amount payable clause	First amount payable increased to percentage shown below if losses discovered more than 12 months after being committed
<b>Compulsory</b>	
Paragraph 1	From 2% to 3%
Paragraph 2	From 10% to 12.5%
Computer losses	From 20% to 25%

Notwithstanding the above, the insured may opt to claim only for that part of the loss which was discovered within 12 months, in which case the first amount payable applicable for that period will apply.

- 3. The first amount payable clause for losses discovered more than 12 months after they were committed is deleted.

**Memoranda**

- 1. In the event of the discovery of any loss resulting from a defined event, the insured may, notwithstanding anything to the contrary contained in paragraph (ii) of general condition 6, refrain from reporting the matter to the police but shall do so immediately should the Company require such action to be taken.
- 2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instructions, shall not prejudice any claim under this section.
- 3. General exceptions 1 and 2 and general condition 9 do not apply to this section.
- 4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.

## Section 10: Goods in transit section

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### Defined events

Loss of, or damage to the whole or part of the property described in the schedule, owned by the insured or for which they are responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune not otherwise excluded,

Provided that:

1. the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every defined event except a claim resulting from fire, lightning or explosion.
2. the liability of the Company for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.

### Memoranda

1. Transit shall be deemed to commence from the time of moving the property described in the schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.
2. If any consignee shall refuse to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance, provided that the insured shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.
3. Where the means of conveyance is by specified vehicle, the insurance under this section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not the property of the insured or leased or hired by them under a lease or suspensive sale agreement.
4. In the event of breakdown of the means of conveyance during transit or if, for any reason beyond the insured's control, the property is endangered, nothing contained herein shall debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

### Debris removal extension (if stated in the schedule to be included)

The insurance under this section includes costs necessarily incurred by the insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a limit stated in the benefits schedule or the limit stated in the schedule, whichever is the greater, in respect of any one defined event.

### Restricted cover

#### Fire, explosion, collision, derailment and overturning limitation (if stated in the schedule to be included)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

### Specific exceptions

The Company shall not be liable for:

1. loss or damage resulting from or caused by:
  - a. theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely closed and

securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry to or exit from.

- b. inherent vice or defect, vermin, insects, damp, mildew or rust.
  - c. the dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others.
  - d. detention, confiscation or requisition by customs or other officials or authorities.
  - e. or arising whilst in transit by sea or inland transit incidental thereto.
  - f. breakdown of refrigeration equipment.
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.
  3. mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured property unless following an accident or misfortune not otherwise excluded.
  4. loss of or damage to:
    - a. cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.
    - b. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique.
    - c. property otherwise insured, or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been effected.
  5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.
  6. loss or damage suffered whilst any vehicle is driven by:
    - a. the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licenced to drive such vehicle.
    - b. any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licenced to drive such vehicle, but this shall not apply if the insured was unaware that the driver was unlicenced and the insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licenced drivers are permitted to drive insured vehicles.

## Specific extensions

### 1. Fire extinguishing charges extension

If the property described in the schedule is lost or damaged by fire in the course of a transit insured by this section, the Company will, in addition to indemnifying the insured for such loss or damage, pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed the limit of indemnity shown in the schedule opposite this clause plus (if applicable) the increased fire extinguishing charges extension limit.

### 2. Riot and strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by, or through or in consequence of:

- a. civil commotion, labour disturbances, riot, strike or lockout;
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 2(a) above;

Provided that this extension does not cover

- a. loss or damage occurring in the Republic of South Africa and Namibia.
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- e. loss or damage related to or caused by any occurrence referred to in general exception 1(a) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

### **Disposal of salvage clause**

Without diminishing the rights of the Company to rely on the provisions of the general conditions in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the insured provided that the insured can establish to the satisfaction of the Company that to do so will prejudice their interests in which event the Company agrees to give the insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

The insured shall not be entitled under the provisions of this clause to abandon any property to the Company whether taken possession of by the Company or not.

### **Additional extensions in respect of livestock and pedigreed animals**

#### **1. Euthanasia**

The liability of the Company shall not exceed the amount stated in the benefit schedule per event or incident.

Following upon an insured event giving rise to a claim all costs related to the euthanasia of injured animals shall be deemed to be damage to the injured animal and shall be payable in addition to any other payment for which the Company may be liable under this section.

The Company shall accept euthanasia as cause of death under the policy.

#### **2. Emergency treatment**

The liability of the Company shall not exceed the amount stated in the benefit schedule per event or incident.

Following upon an insured event giving rise to a claim all costs related to the administration of treatment of injured animals shall be deemed to be damage to the injured animal and shall be payable in addition to any other payment for which the Company may be liable under this section.

### **General condition in respect of livestock and pedigreed animals**

On the commencement of any transit, livestock and, pedigree animals shall be deemed to be in a good condition and shall be healthy and free from any injury.



## Section 11: Business all risks section

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### Defined events

- i. Loss of, or damage to, the whole or part of the property described in the schedule while anywhere in the world by any accident or misfortune not otherwise excluded, provided that the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.
- ii. Loss of or damage to the property of guests/clients not exceeding the amount stated in the benefit schedule. This item specifically excludes guest's/client's firearms.

### Specific exceptions

The Company shall not be liable for:

1. loss of or damage to property resulting from or caused by:
  - a. theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to, or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit.
  - b. it undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration.
  - c. inherent vice or defect, vermin, insects, damp, mildew or rust.
  - d. the dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others.
  - e. detention, confiscation or requisition by customs or other officials or authorities.
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded.
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.
5. loss of or damage to goods consigned under a bill of lading.
6. consequential loss or damage of any nature whatsoever.
7. loss or damage to drones resulting from failure to adhere to the drone manufacturer's guidelines and instructions (including whilst the drone is landing on or taking off or attempting to do so from a place which is not recommended by the manufacturer's guidelines).
8. loss or damage to drones resulting from failure to comply with The Civil Aviation Act of 2009 (Act No.13 of 2009 and part 101 of the regulation) and all amendments thereto that occur from time to time.
9. loss or damage to drones resulting from dryness or humidity, or exposure to light or extreme temperatures, unless this results from high winds of destructive nature, rainstorm, hailstorm or snowstorm or fire.
10. failure to comply with any licencing laws or regulations.

### Specific conditions

#### 1. Average

If the total value of the property insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the sum insured thereon, the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item on the schedule covering such property shall be separately subject to this condition.

## 2. Replacement value condition

The basis upon which the amount payable is to be calculated shall be either the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new, or the repair of the property to a condition substantially the same as, but not better than, its condition when new provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

## Specific extensions

### 1. Increase in cost of working extension (if stated in the schedule to be included)

The insurance under this item is limited to expenditure not otherwise recoverable under this section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefor is admitted under this section, for the purpose of maintaining the normal operation of the business.

### 2. Riot and strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- a. civil commotion, labour disturbances, riot, strike or lockout.
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 2(a) above,

Provided that this extension does not cover:

- a. loss or damage occurring in the Republic of South Africa and Namibia.
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- e. loss or damage related to or caused by any occurrence referred to in general exception 1(a) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

### 3. Contamination of milk (if stated in the schedule to be included)

Notwithstanding anything to the contrary in the policy wording, it is agreed and recorded that the Company will indemnify the insured for any direct financial loss incurred by the insured resulting from

- a. the destruction, non-purchase or non-collection of raw milk by a commercial purchaser due to the presence of inhibitors exceeding the maximum allowable levels;
- b. the destruction of raw milk contained in a tanker of any commercial purchaser due to contamination of such commercial purchaser's milk by the addition of milk purchased from and delivered by the insured containing inhibitors exceeding the maximum allowable levels;
- c. deterioration of raw milk contained in any refrigeration unit or freezer to the insured caused by:
  - i. accidental, unforeseen and sudden physical damage to any of the refrigeration machinery;
  - ii. failure of water or gas or electricity supply, unless such failure is due to the exercise of an authority empowered by law to supply water gas or electricity of its power to

withhold or restrict supply unless such withholding or restriction is directly attributable to damage to property of such authority.

We do not cover spoiling due to load-shedding, or electrical grid failure, of a power-supply authority on a national, regional, municipal, local and/or private level.

#### **4. Alternative power solutions (if stated in the schedule as included)**

Damage or loss to the whole or part of the property described in the schedule, owned by the insured or for which the insured is responsible, caused by any misfortune not otherwise excluded or restricted to the cover selected.

##### **Definitions**

- i. Alternative power solutions – any energy source alternative to public utility electricity supply.
- ii. Solar power solutions – electricity generating systems designed to supply usable solar electricity by means of photovoltaics. It consists of an arrangement of several components, including a solar array and an inverter. These may be linked to one or more batteries.

##### **Comprehensive cover (if selected as the Basis of cover)**

Loss of, or damage to, the whole or part of the property described in the schedule by any accident or misfortune not otherwise excluded, provided that the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every Claim.

##### **Limited cover (if selected as the basis of cover)**

Loss of, or damage to, the whole or part of the property described in the schedule limited to the perils defined in points 1-6 below.

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow.
3. Earthquake but excluding damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped therefrom.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in, or on, such vehicles.
6. Malicious damage, excluding damage caused by theft or attempted theft.

##### **The Company will not be liable for:**

- i. any cause associated with the design or construction of the support structure of the solar panels that may be considered faulty, defective or inadequate.
- ii. loss or damage caused by overloading any solar system component.
- iii. we do not cover loss or damage to a solar system fitted on a thatch roof.
- iv. replacing any undamaged solar plant components.
- v. failure to comply with any licencing laws or regulations related to solar power solutions, including building regulations relating to rooftop installations.
- vi. Loss or damage to Solar power solutions generating electricity for the purpose of selling power units for reward or profit.
- vii. Any consequential loss or business interruption following loss or damage.

##### **Conditions**

All exclusions, conditions, and provisions as per the Business All Risks section will apply in addition to the Alternative power solutions extension.

- a. It is warranted that the solar plant must be installed by a qualified electrician and in accordance with the relevant South African National Standards (SANS) regulations and that such electrician issues the applicable electrical Certificate of Compliance.
- b. It is further warranted that the Certification of Compliance must be re-issued by the relevant qualified electrician at every subsequent addition to or upgrade of the insured solar plant.

- c. Theft of solar panels and any solar system components (comprehensive cover). Loss or damage caused by theft or attempted theft of the solar panels is subject to visible evidence of forced removal of or tampering with the solar panel(s).

### **Basis of indemnification**

The basis of indemnity under this extension subject always to the sums insured contained in the schedule being adequate shall be:

- i. in respect of insured event (a) the contract price per litre multiplied number of litres of milk destroyed, not purchased or not collected;
- ii. in respect of insured event (b) the contract price per litre multiplied by the number of litres of milk destroyed plus the transportation cost
- iii. in respect of the insured event (c) the contract price per litre multiplied by the number of litres of milk deteriorated. less the value of any milk, calculated at the contract price per litre, used by the insured for whatsoever purpose.

### **Milk bottles and insemination canisters (if specified on the schedule)**

The liability of the Company shall be limited to the sum insured stated in the schedule. If there is more than one bottle or canister on the insured premises the sum insured shall be proportionately calculated per bottle or canister.

In the event of a nitrogen insemination canister and contents insured under this policy the Company shall be liable for loss of or damage to the canisters and contents arising from failure of the canisters due to the vacuum being lost.

## Section 12: Accidental damage section

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### Defined events (i)

Accidental physical loss of, or damage to, the insured property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section (other than business all risks) listed in the index of this policy.

The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum stated and notwithstanding general condition 2, this section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

### Specific exceptions

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof, or for any excess payable by the insured under such insurance, or for any reduction of amount payable under any claim due to the application of average.
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection.
3. detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process.
4. unexplained disappearance or shortage only revealed during or after an inventory, or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information.
5. loss of or damage to insured property caused by:
  - a. any fraudulent scheme, trick, device or false pretence practiced on the insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the insured.
  - b. overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus.
  - c. breakdown, electrical, electronic and/or mechanical derangement.
  - d. altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon.
  - e. fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear.
  - f. denting, chipping, scratching or cracking not affecting the operation of the item.
  - g. termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
6. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.
7.
  - a. loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container.
  - b. loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes.
8. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant.
9. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

## Definition

### Insured property

Any tangible property belonging to the insured or held in trust or on commission for which they are responsible other than

1. current coin (including Krugerrands and similar coins), bank and currency notes, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, unused MVA tokens, and other certificates, documents or instruments of a negotiable nature.
2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art.
3. property in transit by air, inland waterway or sea.
4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans and trailers.
5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives.
6. electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain.
7. property in the course of construction, erection or dismantling including materials or supplies related thereto.
8. property in the possession of customers under lease, rental, credit or suspensive sale agreements;
9. glass, china, earthenware, marble and other fragile or brittle objects; (unless stated in the schedule to be insured).

### Defined events (ii) (if stated in the schedule to be included)

Accidental physical loss of, or damage to, the insured property caused by discharge or leakage from tanks, pipes or apparatus of chemicals, oils, liquids, fluids, gases or fumes (including loss of such chemicals, oils, liquids, fluids, gases or fumes) other than loss or damage resulting from wear and tear or other gradually operating causes of the tanks, pipes or apparatus.

### Defined events (iii) (if stated in the schedule to be included)

#### Power surge cover

The insurance under this section is extended to include damage to the property insured under this policy caused by power surge.

Provided that:

- i. The Company's liability shall not exceed the limit stated in the schedule in respect of any one event.
- ii. All damage to the property insured by power surges will be subject to a first amount payable stated in the excess schedule. However, should the property insured be appropriately and adequately protected by suitable safeguards against electrical supply fluctuations, then this first amount payable will be waived. The waiver is on condition that the policyholder can produce a statutory, valid Certificate of Compliance regarding the above adequate suitable safeguards installed at the main board of the insured property against electrical supply fluctuations; then, this additional excess will be waived.

## Conditions

### a. Regular servicing and maintenance

It is a condition precedent to liability under this sub-section that regular servicing and maintenance of the insured property as prescribed by the manufacturer shall be executed. The insured shall record and provide details of all servicing, maintenance and repairs done to the insured property at the request of

the Company's representative at any reasonable time. Failure to comply with this clause shall render this insurance and any loss or damage regarding the insured item null and void unless agreed to by the Company in writing.

- b. Consequential loss, delay or interruption of the business, loss of income or liability of any nature whatsoever are not covered.

## **Clauses and extensions**

### **Restricted cover clause**

The insurance in respect of documents, manuscripts, business books, plans, designs, patterns, models, moulds and computer system records is limited to the value of the materials and the cost of labour for recreating and excludes any expenses in connection with the production of any information contained therein or the value of such information to the insured.

### **Wine and related product (if stated in the schedule to be included)**

Definition of insured property:

Wine and related products that is the property of the insured or held in trust or on commission and for which they are legally liable.

Accidental physical loss of or damage to the insured property (property of the insured or held in trust or on commission and for which they are legally liable) excluding property insured in terms of Defined events (i)), caused by discharge or leakage from tanks, pipes or apparatus of wine and related products other than loss or damage resulting from wear and tear or other gradually operating causes of the tanks, pipes or apparatus.

### **Specific conditions**

1. In the event of loss or damage the scope of the loss in respect of wine and related products will be determined as follows:
  - a. White wine and related products – as determined by SAWIS for the current and the successive season.
  - b. Special- and red wines – fixed value as determined by the insured being the agreed contract price specified in the contract inclusive of the cost of bottling (where applicable) otherwise the basis of valuation shall be as determined by SAWIS.
  - c. Export wine already sold and for which payment has already been received – contract price inclusive of the cost of bottling (where applicable).
2. Sums insured are to be calculated in terms of specific condition 1 above and, where applicable, includes customs and excise. Claims are settled on the basis on which the sum insured was determined.

All the above will take into account any savings that may be applicable (for example but not limited to savings on bottling costs and/or labelling and/or labour).
3. It is a condition of this policy that upon discovery of any wine related loss the insured must notify all the relevant authorities of such loss as may be required by law or regulation as soon as is reasonably possible and comply with the relevant legislative and regulatory requirements contained therein.

### **Warranties**

1. Warranted that loss or damage arising due to the fermentation of sulphuric sweet moss is subject to the following:
  - a. the S02 composition may not be less than 1,200 mg/l.
  - b. an analysis of the S02 composition of the sweet moss must be done at least once a week and a record thereof is to be kept.
  - c. Sweet moss shall be stored in stainless steel tanks with 316 stainless steel hoops, fibreglass or cladged cement tanks and/or cladged soft steel tanks.
  - d. Storage tanks must be filled to capacity at all times.

2. Warranted that export wine is analysed in accordance with the standards laid down by the purchaser. Analyses must be performed by the "SGS" or alternatively a local or an internationally accredited laboratory.
3. Warranted that sealed samples (minimum of 12 bottles per holding tank) of all bulk export wine that is to be bottled overseas (excluding wine in tap barrels) is kept by the insured for a minimum period of six months.
4. Warranted that all export wine complies in all respects with the legal requirements of the country to which it is exported.
5. Warranted to be claim-free in respect of defective wine where the defect can be traced back to the stabilisation process.

### **Additional costs clause**

In respect of buildings, plant and machinery insured, the sum insured includes:

1. any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event, provided that such costs do not include:
  - a. anything for which notice had been served on the insured prior to the insured event.
  - b. anything connected with undamaged property or undamaged portions of property.
  - c. rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property.
2. fees for the examination of municipal or other plans.
3. costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding.
4. the professional fees of architects, quantity surveyors and other consultants; and the sum insured on all insured property includes charges levied by any authorised fire brigade for their services.

but the Company shall not be liable under 1, 2 or 4 unless the lost or damaged property is replaced or reinstated without undue delay nor under 4 for any expenses in connection with the preparation of the insured's claim.

Further, the Company shall not be liable under 3 for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
2. arising from pollution or contamination of property not insured by this policy/section.

### **Mortgagees clause**

From the date of notification, the Company accepts the interest of a mortgagee or others with an insurable interest in the insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge, provided that the mortgagee advises the Company as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from the Company assuming any increased hazard.

### **Railway and other subrogation clause**

The insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies.

### **Tenants clause**

The insured shall not be prejudiced by the act of any tenant in premises the insured owns or in which he is a co-tenant or of the owner of any premises of which he is a tenant, provided that the Company is notified as soon as he becomes aware of such act and he pays any additional premium resulting from the Company assuming any additional hazard.



## Memoranda

### 1. **Average** (if stated in the schedule to be included)

If, on the occurrence of an insured event, the value of the insured property is greater than the sum insured thereon the insured shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Each item, if more than one, shall be separately subject to this memorandum.

### 2. **Excluded property** (if stated in the schedule to be included)

The property listed in the schedule is added to the excluded property in the definition of insured property.

### 3. **Reinstatement** (if stated in the schedule to be included)

The basis upon which the amount payable is to be calculated following an insured event to buildings, plant and machinery shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than such insured property when new,

Provided that:

- a. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section shall be made.
- b. the Company shall not be liable for any payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section, until expenditure has been incurred by the insured in replacing or reinstating the lost or damaged insured property.
- c. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the insured shall be considered his own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this memorandum applies shall be separately subject to this provision.
- d. this memorandum shall not apply if:
  - i. the insured fails to intimate to the Company within six months of the insured event or such further time as the Company may allow in writing, their intention to replace or reinstate the lost or damaged insured property.
  - ii. the insured is unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

### 4. **First loss average** (if stated in the schedule to be included)

If, at the time of any loss or damage arising, the total value of the property described by each item does not exceed the sums stated in the schedule then this insurance shall be declared free of average, but if the total value of such property shall be greater than the aforementioned sums, the insured shall be considered as being their own insurer for the difference and the Company shall be liable only for such proportion of the first loss sum insured as the aforementioned sums shall bear to the total value not exceeding in all the total sum insured by each item.

## Section 13: Public liability (occurrence basis) section

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### Defined events

Damages which the insured shall become legally liable to pay consequent upon death of, or bodily injury to, or illness of any person (hereinafter termed injury), or loss of or physical damage to tangible property (hereinafter termed damage) occurring within the territorial limits during the period of insurance in the course of or in connection with the business.

### Definitions

For the purposes of determining the indemnity granted by this section the following terms shall mean:

**1. Damage**

Loss of or physical damage to tangible property or wrongful interference with the enjoyment of rights over tangible property.

**2. Employee**

Person/s employed under a contract of service or apprenticeship with the insured.

**3. Injury**

Death, bodily injury, mental injury, illness (mental or physical) or disease of or to any person.

**4. Product**

Any tangible property (including containers and labels) after it has left the custody or control of the insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the insured.

**5. Pollution**

The emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous, or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes, smoke, soot or other airborne particulates, acids, alkalis, chemicals and waste, electromagnetic waves, noise, vibrations, other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water.

**6. Costs and expenses**

Costs, charges, expenses and legal costs recoverable from the insured by a claimant or any number of claimants or incurred by the Company or incurred by the insured with the Company's prior consent:

- i. in the defence or settlement of any claim under this section of the policy or any action or prosecution brought against the insured in respect of injury or damage or other liability as insured in terms of this section of the policy;
- ii. 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 and/or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this section of the policy.

### Limits of indemnity

The amount payable, inclusive of any legal costs recoverable from the insured by a claimant, or any number of claimants, and all other costs and expenses incurred with the Company's consent for any one event, or series of events, with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.

## **Territorial limits**

Anywhere in the world but not in connection with:

1. any business carried on by the insured at, or from premises outside, or
2. any contract for the performance of work outside,

the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique.

## **Specific exceptions**

The Company will not indemnify the insured in respect of:

1. liability consequent upon injury to any person employed by the insured under a contract of service or apprenticeship and arising from, and in the course of, such employment by the insured.
2. damage to:
  - a.
    - i. property belonging to the insured.
    - ii. property in the custody or control of the insured or any employee of the insured.
  - b. that part of any property on which the insured is or has been working if such damage results directly from such work.
3. liability consequent upon injury or damage:
  - a. caused by, or through, or in connection with, any advice (other than gratuitous advice) or treatment of a professional nature (other than first aid treatment) given, or administered by, or at the direction of the insured.
  - b. caused by, or through, or in connection with, the ownership, possession or use by, or on behalf of the insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower, or any pedestrian controlled garden equipment) or trailer, or of any watercraft (other than non-motorised watercraft on inland waters), locomotive or rolling stock, provided that this exception shall not relieve the Company of liability to indemnify the insured in respect of liability consequent upon injury, or damage caused, or arising beyond, the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy.
  - c. caused by, or through, or in connection with the:
    - i. refuelling of aircraft.
    - ii. ownership, possession, maintenance, operation or use of aircraft or an airline.
    - iii. ownership, hire or leasing of any airport, airstrip or helicopter pad.
  - d. caused by, or through, or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by the insured, other than food and drink supplied incidentally for consumption on the premises.
  - e. occurring after the completion and handing over of any work and caused by, or through, or in connection with, any defect or error in or omission from such work.
4. damage caused by vibration or by the removal or weakening of, or interference with, support to any land, building or other structure.
5. liability assumed by agreement (other than under the insured's own standard conditions of contract) unless liability would have attached to the insured notwithstanding such agreement.
6.
  - a. liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
  - b. the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.

7. fines, penalties, punitive, exemplary or vindictive damages.
8.
  - a. damages in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
  - b. costs and expenses of litigation recovered by any claimant from the insured which are incurred in and recoverable in the area described in 8(a) above.
9. the insured shall be responsible for the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon, or attributable to, any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by the insured.
10. liability arising out of the deliberate, conscious or intentional disregard by the insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
11. caused by or in connection with any commercial hunting and or game viewing activities on any property belonging to the insured or property under the custody or control of the insured or any of his employees.
12. liability consequent upon injury or damage directly or indirectly caused by or in connection with or arising from or attributable to:
  - a. explosives.
  - b. flooding including flooding as a result of the bursting of a dam wall.
13. the impounding or diversion of water by the insured or any person acting on behalf of the insured.
14. damage to sugar-cane or any forestry plantation.
15. loss or damage and deterioration caused by or whilst in transit.
16. unlawful handling, interference, forgery or alteration of products.
17. spread of disease.

### **Specific exclusions (applicable to schools)**

The Company will not indemnify the insured in respect of liabilities arising directly, or indirectly from any actual or alleged liability whatsoever for any claim which results in the death of, or bodily injury to, or illness of any persons, resulting from, in consequence of, or any way involving:

- child molestation or sexual abuse, wrongful or excessive discipline, bullying or harassment, whether any of these be teacher-to-teacher, pupil-to-pupil or pupil-to-teacher;
- authorised or unauthorised use of a swimming pool.

### **School supervision clause**

Notwithstanding anything else contained in the policy to the contrary, and in conjunction with specific exclusions applicable to schools, the insured, and its employees must establish and maintain a system to supervise the activities of children in their care that is reasonably designed to achieve safety and compliance with applicable laws and regulations. Non-compliance may result in repudiation of a claim.

### **Memorandum**

In respect of this section only, general exception 1 is deleted and replaced by the following:

"This section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

## Specific condition

### Manifestation clause

When the facts do not speak for themselves and the Company and the insured cannot mutually agree when the injury or damage occurred, then for the purposes of determining the indemnity granted:

- a. the injury shall be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the injury shall be deemed to have occurred when the insured was first advised of the injury.
- b. the damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

### Extensions

#### Additional insured

The Company will also, as though a separate policy has been issued to each, indemnify:

1. in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured.
2. any partner or director or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance.
3. to the extent required by the conditions of any contract (and notwithstanding specific exception 5), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the insured for the purposes of the business.
4. in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the insured for the benefit of their employees,
  - a. any officer or member thereof;
  - b. any visiting sports team or member thereof; provided that:
    - i. the aggregate liability of the Company is not increased beyond the limits of indemnity stated in the schedule.
    - ii. any person or organisation to which this extension applies is not entitled to indemnity under any other policy.
    - iii. the indemnity under 1, 2 and 3 applies only in respect of liability for which the insured would have been entitled to indemnity if the claim had been made against the insured.

For the purposes of this extension, the Company waives all rights of subrogation or action which they may have or acquire against any of the above, and each party to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

### Security firms

Notwithstanding specific exception 5, if in terms of a contract with a security firm engaged to protect the insured's property in the course of the business of the insured stated in the schedule or persons, the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this section includes such legal liability to the extent that indemnity would have been granted under this section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule.

If, at the time of an event giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the Company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

## **Cross liabilities**

Where more than one insured is named in the schedule, the Company will indemnify each insured separately and not jointly, and any liability arising between such insureds shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the limit of indemnity stated in the schedule.

## **Tools of trade**

Specific exception 3(b) shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that the Company shall not be liable hereunder in respect of so much of any liability as falls within the scope of any form of motor insurance or compulsory third-party insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall the Company be liable where any other form of motor insurance has been effected by the insured covering the same liability.

## **Employees' and visitors' property**

Specific exception 2(a) (ii) shall not apply to property belonging to any partner, director or employee of the insured or any visitor to the insured's premises.

## **Liability by agreement**

Notwithstanding the provisions of specific exceptions 2(a) (ii), 3(b) and 5, this section extends to indemnify the insured:

1. against liability assumed by the insured under any contract entered into with, or indemnity given to Transnet, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature.
2. against liability arising from loss of or damage to property belonging to Transnet while in the insured's custody or control.
3. in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of the insured at any railway siding.

## **Unattached trailers**

Specific exception 3(b) shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from, any mechanically propelled vehicle, provided that the Company shall not be liable hereunder in respect of so much of any liability:

1. which is insured by, or would, but for the existence of this section, be insured by any other policy or policies effected by the insured.
2. as falls within the scope of any compulsory third-party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

## **Emergency medical expenses**

The Company will indemnify the insured for all reasonable expenses incurred by the insured for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the insured in terms of this section.

## **Car parks**

Notwithstanding the provisions of specific exception 2(a) (ii), the Company will indemnify the insured in respect of liability as herein provided arising from loss of, or damage to, vehicles and their contents and accessories, the property of tenants, customers, visitors or employees of the insured using parking facilities provided by the insured.

## **Tenant's liability**

Specific exceptions 2(a) (ii) and 3(b) of this section shall not apply to premises occupied by the insured as tenant (but not as the owner) thereof.

**Products liability** (if stated in the schedule to be included) If this extension is selected, cover for defective workmanship liability is automatically included

Notwithstanding anything to the contrary contained in specific exception 3(d), the Company will indemnify the insured in respect of defined events happening anywhere in the territories stated in the schedule elsewhere than at premises occupied by the insured, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by the insured in connection with the business.

The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source, or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

#### **Additional specific exceptions** (applicable to products liability extension)

This extension does not cover liability:

1. for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage.
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products.
3.
  - a. arising from defective or faulty design, formula, plan or specification, but if the insured is a retailer this specific exception 3 does not apply if the insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and the insured's activities do not include final preparation which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to the insured's original customers, or include any enhancement, amendment or alteration to the product.
  - b. arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification.
4. arising from goods or products intended to be installed and installed in or intended to form part of, and forming part of, an aircraft.
5. in respect of injury or damage happening in the United States of America or Canada caused by, or through or in connection with, any goods or products sold or supplied by, or to the order of the insured, if such goods or products have, to the insured's knowledge, been exported to the United States of America or Canada by, or on behalf of, the insured.

**Defective workmanship liability** (if stated in the schedule to be included) If this extension is selected, cover for products liability is automatically included

#### **Specific exception 2(b) and 3(e) are deleted**

The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

#### **Additional specific exceptions** (applicable to defective workmanship liability)

This extension does not cover liability:

1. for the cost of rectifying or recalling defective work.
2. arising from inefficacy of such work or because the work did not produce the result anticipated or claimed.
3. arising prior to the handing over of such work.
4. arising from defective design.
5. arising from any work on any aircraft or part thereof.

### **E.U. liability** (if stated in the schedule to be included)

Subject otherwise to the terms and conditions and limitations, the following changes are made to this section of the policy in respect of "injury" or "damage" (as insured by the products liability extension), which results from goods or products exported to any European Union (E.U.) country or any European Free Trade Associations (E.F.T.A.) country.

1. In respect of these goods or products (other than raw materials), the insured shall
  - a. implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner.
  - b. note and maintain a record of the date on which the actual goods or products were first put into circulation.

This record shall be maintained so as to provide the required detail for a minimum period of 10 years after the goods or products were first put into circulation.

2. The information mentioned in 1, together with all supporting documentation, shall be made available to the Company or their nominee at any time or request.
3. In respect of this indemnity, the insured shall be responsible for the first amount payable shown in the schedule for this extension.

### **Legal defence costs** (if stated in the schedule to be included)

If the insured so requests, the Company will indemnify any employee, partner or director of the insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of such person with the consent of the Company in the defence of any criminal action brought against such person in the course of his occupation with the insured arising from an alleged contravention of the statutes as herein defined during the period of insurance,

Provided that:

1. in the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed.
2. the Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon.
3. such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.

### **The statutes**

The Consumer Protection Act No. 68 of 2008 (as amended),

The National Veld and Forest Fire Act No. 101 of 1998 (as amended),

The Occupational Health and Safety Act No. 85 of 1993 (as amended),

The Mines and Works Act No. 27 of 1956 (as amended),

The Electricity Act No. 41 of 1987 (as amended),

and/or any other Act or Ordinance pertaining to the supply of Electricity,

all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

### **Wrongful arrest and defamation** (if stated in the schedule to be included)

The defined events are extended to include damages:

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest);
2. in respect of defamation;

provided always that the limits of indemnity as stated shall not exceed R50,000 under each of 1 and 2 and R100,000 in any one (annual) period of insurance.



**Insurance for the wine and fruit industry: Products recall** (if stated in the schedule to be included)

This extension can only be granted in conjunction with the products liability extension.

Notwithstanding anything to the contrary contained in specific exceptions 1, 2 and 3 applicable to the products liability extension, the Company will indemnify the insured in respect of any reasonable and necessary costs and expenses incurred to recall the insured's products (or any part thereof) as a result of:

1. Any unintentional fault, presence of foreign substances in, or the deficiency, impairment or mislabelling of, an insured product which occurs during, or as a result of, its production, preparation, manufacture, labelling, packaging, storage or distribution and that renders it harmful in normal and customary use and that the use or consumption of such insured product has caused, or would cause:
  - a. Bodily injury; and/or
  - b. Property damage.
2. If the insured product is, or is likely to be, part of a Third Party Product that is manufactured or is distributed or handled by a third party, such as a customer of the insured, the test in establishing whether the Third Party Product has sustained or would sustain Property Damage, is whether the use or consumption of the Third Party Product has caused, or would cause:
  - a. Bodily injury; and/or
  - b. Property damage.
3. Any actual or imminent official recall order or official recall classification that specifically mentions an insured product following a determination by competent authorities that an unintentional fault, presence of foreign substances in, or the deficiency, impairment or mislabelling of, an insured product has occurred during, or as a result of, its production, preparation, manufacture, labelling, packaging, storage or distribution and that such recall order or recall classification is necessary in order to avoid or limit bodily injury or property damage.

**Costs and expenses shall mean the reasonable and necessary expenditure incurred for:**

1. correspondence, newspaper and/or magazine advertising and television and/or radio announcements with the exclusive purpose of the recalling of the insured's products.
2. transportation (including packaging and/or temporary storage) in connection with the return of the products (or any part thereof) to the premises of the insured and/or the manufacturer (or his nominated agents).
3. examination, sorting and/or destruction provided that any claim for such expenditure is not financially greater than a claim for transportation expenditure.

**Insured product means:**

1. Any finished product, or any of their ingredients or components that:
  - a. have been reported to the Company for the policy period; and
  - b. are first marketed for sale after the inception date (specified in the policy schedule); and
  - c. manufactured, handled or distributed by the insured
2. Any new product outside the existing product line reported to the Company, provided that:
  - a. written notice regarding such new product is given to the Company, together with any information as the Company may deem necessary, no less than ninety (90) days prior to marketing for sale; and
  - b. the insured entity did not know, or could not reasonably have been expected to know, as of the date of the written notice to the Company that a insured event affecting the new product had occurred; and
  - c. The Company has given written acceptance of such new product within 30 days of receipt of the written notice. Such acceptance will not be unreasonably denied. At the discretion of the Company, such acceptance may be accompanied by changes in one or more of the terms or conditions, or the premium, of this policy.

3. A reference to insured product in the singular includes a reference to its plural form, insured products, and vice versa.
4. **Third Party Product** means a product that is manufactured or is distributed or handled by a third party

The amount payable under this extension for all costs and expenses incurred during any one (annual) period of insurance shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

The insured shall in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause under this extension, be responsible for a first amount payable as stated in the excess schedule.

#### **Additional specific exceptions** (applicable to the products recall extension)

This extension does not cover liability

1. for any product (or any part thereof).
2. for the costs incurred in the repair, alteration, treatment or replacement of any product (or any part thereof).
3. for or arising from actual or alleged intentional alteration, adulteration or contamination of the insured's product.
  - a. forced upon the insured by any government or public authority where the insured would not have made a recall but for the intervention of said government or public authority;
  - b. which is in the custody or control of the insured;
  - c. as a result of mis delivery or misdirection of any product by or on behalf of the insured.
4. arising from any product where the insured was aware that the product was likely to cause injury or damage before the inception of this section
5. arising from the deliberate or intentional acts
  - a. arising due to a breach of national or local regulations by the insured;
  - b. due to the failure of the insured's technical or administrative management to take reasonable precautions to prevent claims.
6. arising from any product (or any part thereof) within the United States of America or Canada, if such product sold or supplied by or to the order of the insured has, to the insured's knowledge, been exported to the United States of America or Canada by or on behalf of the insured unless the United States of America and/or Canada liability extension has been stated in the schedule to be included.

#### **Additional exclusions**

1. Accidental Contamination, Accidental Defect, Malicious Tampering or Product Extortion of a product of a competitor of the insured entities, or of products similar to an insured product.
2. Changes in government regulations or public perceptions with respect to the safety of any insured product.
3. Any loss, or any consequential loss, resulting or arising from ionising radiations or defect or contamination by radioactivity, whether:
  - a. controlled or uncontrolled;
  - b. direct or indirect;
  - c. proximate or remote;
  - d. in whole or in part; or
  - e. caused by, contributed to, or aggravated by;

an insured event or otherwise or resulting from any act or condition incident to any of the above. This exclusion does not relate to malicious tampering specifically targeting an insured product.

4. Any loss that is due to:
  - a. the expiration of the designated shelf life of the insured product;
  - b. the natural or gradual deterioration, decomposition or transformation of the insured product, including, but not limited to, any combination or interaction among ingredients, components or packaging unless such deterioration, decomposition or transformation is as a direct result of an act, error or omission in the manufacturing of the insured product.
5. Any events arising out of:
  - a. bio-engineering, genetic engineering or genetic modification, irradiation or hormone treatment of any insured product;
  - b. transmissible Spongiform Encephalopathies (TSE);
  - c. any insured entity's failure to take reasonable corrective or preventative action in the light of knowledge of a defect, contamination or deviation, or likely defect, contamination or deviation, in the production, preparation or manufacture of the insured product;
  - d. the presence, or suspected presence, of asbestos.
6. Any accidental contamination or accidental defect arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects.
7. Notwithstanding any provision in this policy, this policy does not provide coverage for:
  - a. loss to land (including land on which property is located), water, growing crops or lawns; or
  - b. crop failure due to weather, pest or other causes.
8. Any costs associated with the design or redesign, engineering or re-engineering of any product.
9. Liability expressly assumed by an insured entity under a provision in a contract or agreement and which would not have attached in the absence of such provision.
10. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.
11. Any topical or ingestible product which is not intended by the insured entity, or customarily used, for human consumption.

**United States of America and/or Canada liability** (if stated in the schedule to be included)

Subject otherwise to the terms and conditions and limitations, the following changes are made to this section of the policy in respect of injury or damage (as insured by the products liability extension) which results from goods or products exported to the United States of America and/or Canada.

1. Additional specific exception 5 which is applicable to the products liability extension is deleted.
2. For the purpose of determining the indemnity granted by this section any word or phrase within this section and the policy requiring and capable of legal interpretation shall be interpreted in accordance with the law prevailing within the Republic of South Africa.
3. In respect of these goods or products (other than raw materials) the insured shall:
  - a. implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner;
  - b. note and maintain a record of the date on which the actual goods or products were first put into circulation.

This record shall be maintained so as to provide the required detail for a minimum period of 10 years after the goods or products were first put into circulation.

4. The information mentioned in 3 together with all supporting documentation, shall be made available to the Company or their nominee at any time on request. The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the

aggregate the limit of indemnity for this extension stated in the schedule. The insured shall in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause under this extension, be responsible for a first amount payable as stated in the excess schedule.

### **Additional specific exceptions** (applicable to the United States of America and/or Canada liability extension)

This extension does not cover liability consequent upon injury or damage caused by or through or in connection with:

1. The drunkenness of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
3. Any statute, ordinance or regulation relating to the sale, distribution or use of alcoholic beverages;
4. Any business carried on by agents operating on the insured's behalf in the United States of America and Canada;
5. Direct or indirect seepage, pollution or contamination of any kind nor the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances.

### **Drones** (if stated in the schedule to be included)

Specific exception 3C(ii) shall, as far as it relates to aircraft, will not apply.

The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

This section extends to indemnify the insured in respect of:

1. Invasion of privacy cover limit — stated in the benefits schedule.
2. Noise liability cover limit — stated in the benefits schedule.
3. Liability to third parties — as per limit of indemnity stated on the schedule.

### **Definitions**

**"Drone"** means, an unmanned aerial vehicle (UAV)/RPS (remotely piloted aircraft system), commonly known as a drone, is an aircraft without a human pilot on-board.

**"Invasion of privacy"** means, data comprising of photographs, video files, sound files, geodetic information, emissions and radio signals collected from the drone whilst in flight and made accessible to third parties without the consent of the party to whom the data relates, inclusive of any breach of confidentiality, infringement, or violation of any right to privacy, or of any statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information.

**"Noise liability"** means, claims arising from the operation of the drone whilst in flight, for the activities covered in the schedule following an official noise complaint lodged by a third party.

**"Liability to third parties"** is, as per defined events of this section.

Civil Aviation Act of 2009, is a South African aviation regulation that must be adhered to when operating a drone/RPS/UAV. Specific attention must be paid to Part 101 of the regulation.

### **Condition**

The insured is to comply with all legislation that may be applicable within the Republic of South Africa. The Civil Aviation Act of 2009 (Act No. 13 of 2009) and all amendments thereto that occur from time to time must be complied with, moreover specific attention is to be paid to Part 101 of the regulation.

## **Additional specific exceptions (applicable to drones)**

This extension does not cover liability

1. for any cyber-attack or breach in operating system due to a cyber-attack;
2. while the drone is used for any illegal purposes;
3. while the drone is operated by the insured or any authorised person that is under the influence of alcohol, drugs or narcotics, unless administered by a member of the medical profession (other than himself or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself));
4. arising from private or recreational use;
5. if the drone manufacturer's guidelines and instructions have not been adhered to (including whilst the drone is landing on or taking off or attempting to do so from a place which is not recommended by the manufacturers guidelines);
6. for unlawful seizure of the drone by an unauthorised person or use of the drone without the insured's consent;
7. while the drone is being used for racing, stunt flying or any competitive purposes;
8. while the drone is being used in doors or inside a building, unless prior consent is obtained in writing from the Company;
9. for any fines, penalties, punitive, exemplary or vindictive damages (unless relating to invasion of privacy or noise liability);
10. for bodily injury or property damage occurring whilst the drone is in breach of the territorial limits as specified in this section, unless such breach is due to unforeseeable circumstances;
11. for any object or substance being released, dispensed, delivered or deployed from a drone, unless authorised by the Company;
12. caused by or resulting from any physical/manual work done by the drone such as maintenance, repair, renovation, restoration, modification or any similar process, unless authorised by the Company.

## **Fire and explosion liability**

The amount payable under this extension inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed the limit of indemnity stated in the schedule.

It is a condition of this extension that, at the happening of an event that gives rise to a claim in terms of this extension, the insured has complied with the requirements of the National Veld and Forest Fire Act No. 101 of 1998 (as amended).

## **Animals**

The Company will indemnify the insured in respect of defined events caused by animals (owned by the insured or for which the insured is legally responsible) used or kept by the insured in connection with the insured's business,

- a. provided the insured takes reasonable precautions to comply with legislation regarding the droving of animals on public roads, or
- b. whilst on any premises of the insured, or
- c. whilst at any location (but excluding any premises of the insured) anywhere within the territorial limits where such animals are temporarily kept or temporarily housed, or
- d. whilst straying from the location referred to in paragraph (c) above or straying from the premises referred to in paragraph (b) above.

The amount payable under this extension inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent

for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed the limit of indemnity for this extension stated in the schedule.

### **Flooding and bursting of dam walls** (if stated in the schedule to be included)

Specific exception 13(d) is deleted

The amount payable under this extension inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed the limit of indemnity for this extension stated in the schedule.

Provided that in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause under this extension the insured shall be responsible for a first amount payable as stated in the excess schedule.

### **Hunters liability** (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in specific exception 13 the Company will indemnify the insured in respect of defined events happening on any property belonging to the insured or property under the custody or control of the insured or any of the insured's employees caused by or in connection with commercial hunting activities provided that

1. the insured has complied with all laws, acts, ordinances or regulations applicable to hunting activities
2.
  - i. each hunter or group of hunters who are not permanent residents of the Republic of South Africa will be accompanied by a professional hunter who is in possession of a valid professional hunter's permit.
  - ii. any visitors not described under (i) above are accompanied by the insured or employee of the insured.
3. all visiting hunters have personally and individually signed a disclaimer (such disclaimer to be explained in detail to such individual) absolving the insured from any liability as a result of such hunting activities
4. firing zones regarding the individual hunting group(s) of hunter(s)/client(s) must clearly be demarcated and explained as such to all participants as well as being issued with an area chart

### **Game viewing liability** (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in specific exception 13 the Company will indemnify the insured in respect of defined events happening on any property belonging to the insured or property under the custody or control of the insured or any of the insured's employees caused by or in connection with game viewing provided that

1. all persons participating in game viewing activities have personally and individually signed a disclaimer (such disclaimer to be explained in detail to such individual) absolving the insured from any liability as a result of such game viewing activities
2. the Company's limit of indemnity shall not exceed the amount stated in the schedule.

### **Acquisitions and new businesses**

The indemnity granted by this section of the policy extends to any Company formed and/or acquired by the insured during the period of insurance for a period of 90 days of such formation and/or acquisition.

Provided always that:

1. the insured's business activities remain unchanged;
2. the annual turnover of all newly formed and/or acquired companies does not exceed 5% of the estimated annual turnover of the insured as advised to the Company at inception hereof;
3. the insured shall advise the Company of such formations and/or acquisitions before the expiry of 90 days thereof and the Company may amend the terms of this section of the policy accordingly.

## **Extensions for guesthouses and lodges**

These extensions only apply to that part of the risk that relates to the guesthouse and/or lodge if insured in terms of this section:

### **A. Cleaning/Dry cleaning of guests' effects**

Notwithstanding Special exceptions 2(a)(ii) and 2(b) the Company will indemnify the insured for loss or damage to guests' laundry whilst undergoing a process of cleaning and or dry cleaning provided that:

- a. the Company's liability is limited to the amount stated in the benefit schedule;
- b. the Company shall not be liable for the first amount payable as stated in the excess schedule.

### **B. Property of guests**

Specific exception 2(a)(ii) is cancelled and replaced by:

2(a)(ii) Property in the custody or control of the insured or any employee of the insured but this exception shall not apply to:

1. property (other than motor vehicles) of visitors to the insured's premises or of principals, directors, members, partners or employees of the insured;
2. vehicles not hired by or lent to the insured (including their contents and accessories) utilising the insured's parking facilities;
3. premises not owned or rented by the insured temporarily occupied by him for the purposes of work thereon or therein unless liability arises solely in terms of an agreement.

### **C. Wrongful arrest and defamation**

The Defined Events are extended to include damages:

- i. resulting from wrongful arrest (including assault in connection with such wrongful arrest);
- ii. in respect of defamation;

provided always that the limits of indemnity shall not exceed the amount stated in the benefit schedule.

## Section 14: Public liability (claims made basis) section

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### Defined events

Damages which the insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person (hereinafter termed injury), or loss of or physical damage to tangible property (hereinafter termed damage) which occurred in the course of or in connection with the business within the territorial limits and on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against the insured in writing during the period of insurance.

### Definitions

For the purposes of determining the indemnity granted by this section the following terms shall mean:

**1. Damage**

Loss of or physical damage to tangible property or wrongful interference with the enjoyment of rights over tangible property.

**2. Employee**

Person/s employed under a contract of service or apprenticeship with the insured.

**3. Injury**

Death, bodily injury, mental injury, illness (mental or physical) or disease of or to any person.

**4. Product**

Any tangible property (including containers and labels) after it has left the custody or control of the insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the insured.

**5. Pollution**

The emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes, smoke, soot or other airborne particulates, acids, alkalis, chemicals and waste, electromagnetic waves, noise, vibrations, other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water.

**6. Costs and expenses**

Costs, charges, expenses and legal costs recoverable from the insured by a claimant or any number of claimants or incurred by the Company or incurred by the insured with the Company's prior consent:

- i. in the defence or settlement of any claim under this section of the policy or any action or prosecution brought against the insured in respect of injury or damage or other liability as insured in terms of this section of the policy.
- ii. 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 and/or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this section of the policy.

### Limits of indemnity

The amount payable, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.



## Territorial limits

Anywhere in the world but not in connection with

1. Any business carried on by the insured at or from premises outside or
2. Any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique.

## Specific exceptions

The Company will not indemnify the insured in respect of

1. Liability consequent upon injury to any person employed by the insured under a contract of service or apprenticeship and arising from and in the course of such employment by the insured.
2. Damage to
  - a. i. property belonging to the insured.
  - ii. property in the custody or control of the insured or any employee of the insured.
  - b. that part of any property on which the insured is or has been working if such damage results directly from such work.
3. Liability consequent upon injury or damage
  - a. caused by or through or in connection with any advice (other than gratuitous advice) or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the insured.
  - b. caused by or through or in connection with the ownership, possession or use by or on behalf of the insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft (other than non-motorised watercraft on inland waters), locomotive or rolling stock, provided that this exception shall not relieve the Company of liability to indemnify the insured in respect of liability consequent upon injury or damage caused or arising beyond the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy.
  - c. caused by or through or in connection with
    - i. the refuelling of aircraft.
    - ii. the ownership, possession, maintenance, operation or use of aircraft or an airline.
    - iii. the ownership hire or leasing of any airport, airstrip or helicopter pad.
  - d. caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by the insured other than food and drink supplied incidentally for consumption on the premises.
  - e. occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work.
4. Damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
5. Liability assumed by agreement (other than under the insured's own standard conditions of contract) unless liability would have attached to the insured notwithstanding such agreement.
6. a. liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
  - b. the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.

7. Fines, penalties, punitive, exemplary or vindictive damages.
8.
  - a. damages in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
  - b. costs and expenses of litigation recovered by any claimant from the insured which are incurred in and recoverable in the area described in 8(a) above.
9. any claim arising from an event known to the insured
  - a. which is not reported to the Company in terms of general condition 6.
  - b. prior to inception of this section.
10. Any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within the 48-month period (or extended period in respect of minors) as specified in specific condition 2.
11. The insured shall be responsible for the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by the insured.
12. Caused by or in connection with any commercial hunting and or game viewing activities on any property belonging to the insured or property under the custody or control of the insured or any of his employees.
13. Liability consequent upon injury or damage directly or indirectly caused by or in connection with or arising from or attributable to
  - a. explosives;
  - b. flooding including flooding as a result of the bursting of a dam wall.
14. the impounding or diversion of water by the insured or any person acting on behalf of the insured.
15. damage to sugar-cane or any forestry plantation.
16. loss or damage and deterioration caused by or whilst in transit.
17. Unlawful handling, interference, forgery or alteration of wine and related products.
18. Spread of disease.

### **Specific exclusions (applicable to schools)**

The Company will not indemnify the insured in respect of liabilities arising directly or indirectly from any actual or alleged liability whatsoever for any claim which results in the death of or bodily injury to or illness of any persons, resulting from, in consequence of, any way involving:

- child molestation or sexual abuse, wrongful or excessive discipline and bullying or harassment whether any of these be teacher to teacher, pupil to pupil or pupil to teacher;
- authorised or unauthorised use of a swimming pool.

### **School supervision clause**

Notwithstanding anything else contained in the policy to the contrary, and in conjunction with specific exclusions applicable to schools, the insured, and its employees must establish and maintain a system to supervise the activities of children in their care that is reasonably designed to achieve safety and compliance with applicable laws and regulations. Non-compliance may result in repudiation of a claim.

## Memorandum

In respect of this section only, general exception 1 is deleted and replaced by the following:

“This section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.”

## Specific condition

### Manifestation clause

When the facts do not speak for themselves and the Company and the insured cannot mutually agree when the injury or damage occurred, then for the purposes of determining the indemnity granted:

- a. the injury shall be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the injury shall be deemed to have occurred when the insured was first advised of the injury.
- b. the damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

## Extensions

### Additional insured

The Company will also, as though a separate policy has been issued to each, indemnify

1. in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured.
2. any partner or director or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance.
3. to the extent required by the conditions of any contract (and notwithstanding specific exception 5), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the insured for the purposes of the business.
4. in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the insured for the benefit of their employees,
  - a. any officer or member thereof;
  - b. any visiting sports team or member thereof; provided that
    - i. the aggregate liability of the Company is not increased beyond the limits of indemnity stated in the schedule.
    - ii. any person or organisation to which this extension applies is not entitled to indemnity under any other policy.
    - iii. the indemnity under 1, 2 and 3 applies only in respect of liability for which the insured would have been entitled to indemnity if the claim had been made against the insured.

For the purposes of this extension, the Company waives all rights of subrogation or action which they may have or acquire against any of the above, and each party whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

## Security firms

Notwithstanding specific exception 5, if in terms of a contract with a security firm engaged to protect the insured's property in the course of the business of the insured stated in the schedule or persons, the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this section includes such legal liability to the extent that indemnity would have been granted under this section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule.

If, at the time of an event giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the Company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

### **Cross liabilities**

Where more than one insured is named in the schedule, the Company will indemnify each insured separately and not jointly, and any liability arising between such insureds shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the limit of indemnity stated in the schedule.

### **Tools of trade**

Specific exception 3(b) shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that the Company shall not be liable hereunder in respect of so much of any liability as falls within the scope of any form of motor insurance or compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall the Company be liable where any other form of motor insurance has been effected by the insured covering the same liability.

### **Employees' and visitors' property**

Specific exception 2(a) (ii) shall not apply to property belonging to any partner, director or employee of the insured or any visitor to the insured's premises.

### **Liability by agreement**

Notwithstanding the provisions of specific exceptions 2(a) (ii), 3(b) and 5, this section extends to indemnify the insured

1. against liability assumed by the insured under any contract entered into with or indemnity given to Transnet, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of similar nature.
2. against liability arising from loss of or damage to property belonging to Transnet while in the insured's custody or control.
3. in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of the insured at any railway siding.

### **Unattached trailers**

Specific exception 3(b) shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle, provided that the Company shall not be liable hereunder in respect of so much of any liability

1. which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by the insured.
2. as falls within the scope of any compulsory third-party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

### **Emergency medical expenses**

The Company will indemnify the insured for all reasonable expenses incurred by the insured for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the insured in terms of this section.

### **Car parks**

Notwithstanding the provisions of specific exception 2(a) (ii), the Company will indemnify the insured in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and accessories, the property of tenants, customers, visitors or employees of the insured using parking facilities provided by the insured.

## **Tenant's liability**

Specific exceptions 2(a) (ii) and 3(b) of this section shall not apply to premises occupied by the insured as tenant (but not as the owner) thereof.

**Products liability** (if stated in the schedule to be included) If this extension is selected, cover for defective workmanship liability is automatically included

Notwithstanding anything to the contrary contained in specific exception 3(d), the Company will indemnify the insured in respect of defined events happening anywhere in the territories stated in the schedule elsewhere than at premises occupied by the insured, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by the insured in connection with the business.

The amount payable under this extension inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

## **Additional specific exceptions** (applicable to products liability extension)

This extension does not cover liability

1. for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage.
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products.
3.
  - a. arising from defective or faulty design, formula, plan or specification, but if the insured is a retailer this specific exception 3 does not apply if the insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and the insured's activities do not include final preparation which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to the insured's original customers, or include any enhancement, amendment or alteration to the product.
  - b. arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification.
4. arising from goods or products intended to be installed and installed in or intended to form part of and forming part of, an aircraft.
5. in respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by or to the order of the insured, if such goods or products have, to the insured's knowledge, been exported to the United States of America or Canada by or on behalf of the insured.

**Defective workmanship liability** (if stated in the schedule to be included) If this extension is selected, cover for products liability is automatically included

Specific exception 2(b) and 3(e) are deleted

The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

### **Additional specific exceptions** (applicable to defective workmanship liability)

This extension does not cover liability

1. for the cost of rectifying or recalling defective work.
2. arising from inefficacy of such work or because the work did not produce the result anticipated or claimed.
3. arising prior to the handing over of such work.
4. arising from defective design.
5. arising from any work on any aircraft or part thereof.

### **E.U. liability** (if stated in the schedule to be included)

Subject otherwise to the terms and conditions and limitations, the following changes are made to this section of the policy in respect of "injury" or "damage" (as insured by the products liability extension), which results from goods or products exported to any European Union (E.U.) country or any European Free Trade Associations (E.F.T.A.) country.

1. In respect of these goods or products (other than raw materials), the insured shall
  - a. implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner.
  - b. note and maintain a record of the date on which the actual goods or products were first put into circulation.

This record shall be maintained so as to provide the required detail for a minimum period of 10 years after the goods or products were first put into circulation.

2. The information mentioned in 1, together with all supporting documentation, shall be made available to the Company or their nominee at any time or request.
3. In respect of this indemnity, the insured shall be responsible for the first amount payable shown in the schedule for this extension.

### **Legal defence costs** (if stated in the schedule to be included)

If the insured so request, the Company will indemnify any employee, partner or director of the insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of such person with the consent of the Company in the defence of any criminal action brought against such person in the course of his occupation with the insured arising from an alleged contravention of the statutes as herein defined during the period of insurance

provided that

1. in the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed.
2. the Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon.
3. such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.

### **The statutes**

The Consumer Protection Act No. 68 of 2008 (as amended),

The National Veld and Forest Fire Act No. 101 of 1998 (as amended),

The Occupational Health and Safety Act No. 85 of 1993 (as amended),

The Mines and Works Act No. 27 of 1956 (as amended),

The Electricity Act No. 41 of 1987 (as amended),

and/or any other Act or Ordinance pertaining to the supply of Electricity,

all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

### **Wrongful arrest and defamation** (if stated in the schedule to be included)

The defined events are extended to include damages

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest);
2. in respect of defamation;

provided always that the limits of indemnity as stated shall not exceed R50,000 under each of 1 and 2 and R100,000 in any one (annual) period of insurance.

### **Insurance for the wine and fruit industry: Products recall** (if stated in the schedule to be included)

This extension can only be granted in conjunction with the products liability extension.

Notwithstanding anything to the contrary contained in specific exceptions 1, 2 and 3 applicable to the products liability extension, the Company will indemnify the insured in respect of any reasonable and necessary costs and expenses incurred to recall the insured's products (or any part thereof) as a result of:

1. Any unintentional fault, presence of foreign substances in, or the deficiency, impairment or mislabelling of, an insured product which occurs during, or as a result of, its production, preparation, manufacture, labelling, packaging, storage or distribution and that renders it harmful in normal and customary use and that the use or consumption of such insured product has caused, or would cause:
  - a. Bodily injury; and/or
  - b. Property damage.
2. If the insured product is, or is likely to be, part of a third party product that is manufactured or is distributed or handled by a third party, such as a customer of the insured, the test in establishing whether the third party product has sustained or would sustain property damage, is whether the use or consumption of the third party product has caused, or would cause:
  - a. Bodily injury; and/or
  - b. Property damage.
3. Any actual or imminent official recall order or official recall classification that specifically mentions an insured product following a determination by competent authorities that an unintentional fault, presence of foreign substances in, or the deficiency, impairment or mislabelling of, an insured product has occurred during, or as a result of, its production, preparation, manufacture, labelling, packaging, storage or distribution and that such recall order or recall classification is necessary in order to avoid or limit bodily injury or property damage.

### **Costs and expenses shall mean the reasonable and necessary expenditure incurred for:**

1. correspondence, newspaper and/or magazine advertising and television and/or radio announcements with the exclusive purpose of the recalling of the insured's products.
2. transportation (including packaging and/or temporary storage) in connection with the return of the products (or any part thereof) to the premises of the insured and/or the manufacturer (or his nominated agents).
3. examination, sorting and/or destruction provided that any claim for such expenditure is not financially greater than a claim for transportation expenditure.

### **Insured product means:**

1. Any finished product, or any of their ingredients or components that:
  - a. have been reported to the Company for the policy period; and
  - b. are first marketed for sale after the inception date (specified in the policy schedule); and
  - c. manufactured, handled or distributed by the insured

6. Any new product outside the existing product line reported to the Company, provided that:
  - a. written notice regarding such new product is given to the Company, together with any information as the Company may deem necessary, no less than ninety (90) days prior to marketing for sale; and
  - b. the insured entity did not know, or could not reasonably have been expected to know, as of the date of the written notice to the Company that a insured event affecting the new product had occurred; and
  - c. The Company has given written acceptance of such new product within 30 days of receipt of the written notice. Such acceptance will not be unreasonably denied. At the discretion of the Company, such acceptance may be accompanied by changes in one or more of the terms or conditions, or the premium, of this policy.

A reference to insured product in the singular includes a reference to its plural form, insured products, and vice versa.

**Third party product means a product that is manufactured or is distributed or handled by a third party**

The amount payable under this extension for all costs and expenses incurred during any one (annual) period of insurance shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

The insured shall in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause under this extension, be responsible for a first amount payable as stated in the excess schedule.

**Additional specific exceptions (applicable to the products recall extension)**

This extension does not cover liability

1. for any product (or any part thereof).
2. for the costs incurred in the repair, alteration, treatment or replacement of any product (or any part thereof).
3. for or arising from actual or alleged intentional alteration, adulteration or contamination of the insured's product.
  - a. forced upon the insured by any government or public authority where the insured would not have made a recall but for the intervention of said government or public authority;
  - b. which is in the custody or control of the insured;
  - c. as a result of mis delivery or misdirection of any product by or on behalf of the insured.
4. arising from any product where the insured was aware that the product was likely to cause injury or damage before the inception of this section
5. arising from the deliberate or intentional acts
  - a. arising due to a breach of national or local regulations by the insured;
  - b. due to the failure of the insured's technical or administrative management to take reasonable precautions to prevent claims.
6. arising from any product (or any part thereof) within the United States of America or Canada, if such product sold or supplied by or to the order of the insured has, to the insured's knowledge, been exported to the United States of America or Canada by or on behalf of the insured unless the United States of America and/or Canada liability extension has been stated in the schedule to be included.

**Additional exclusions**

1. Accidental contamination, accidental defect, malicious tampering or product extortion of a product of a competitor of the insured entities, or of products similar to an insured product.
2. Changes in government regulations or public perceptions with respect to the safety of any insured product.



3. Any loss, or any consequential loss, resulting or arising from ionising radiations or defect or contamination by radioactivity, whether:
  - a. controlled or uncontrolled;
  - b. direct or indirect;
  - c. proximate or remote;
  - d. in whole or in part; or
  - e. caused by, contributed to, or aggravated by;an insured event or otherwise or resulting from any act or condition incident to any of the above. This exclusion does not relate to malicious tampering specifically targeting an insured product.
4. Any loss that is due to:
  - a. the expiration of the designated shelf life of the insured product;
  - b. the natural or gradual deterioration, decomposition or transformation of the insured product, including, but not limited to, any combination or interaction among ingredients, components or packaging unless such deterioration, decomposition or transformation is as a direct result of an act, error or omission in the manufacturing of the insured product.
5. Any events arising out of:
  - a. bio-engineering, genetic engineering or genetic modification, irradiation or hormone treatment of any insured product;
  - b. transmissible Spongiform Encephalopathies (TSE);
  - c. any insured entity's failure to take reasonable corrective or preventative action in the light of knowledge of a defect, contamination or deviation, or likely defect, contamination or deviation, in the production, preparation or manufacture of the insured product;
  - d. the presence, or suspected presence, of asbestos.
6. Any accidental contamination or accidental defect arising out of carcinogens, regardless of whether such carcinogens are shown to have other non-carcinogenic effects.
7. Notwithstanding any provision in this policy, this policy does not provide coverage for:
  - a. loss to land (including land on which property is located), water, growing crops or lawns; or
  - b. crop failure due to weather, pest or other causes.
8. Any costs associated with the design or redesign, engineering or re-engineering of any product.
9. Liability expressly assumed by an insured entity under a provision in a contract or agreement and which would not have attached in the absence of such provision.
10. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.
11. Any topical or ingestible product which is not intended by the insured entity, or customarily used, for human consumption.

**United States of America and/or Canada liability** (if stated in the schedule to be included)

Subject otherwise to the terms and conditions and limitations, the following changes are made to this section of the policy in respect of injury or damage (as insured by the products liability extension) which results from goods or products exported to the United States of America and/or Canada.

1. Additional specific exception 5 which is applicable to the products liability extension is deleted.
2. For the purpose of determining the indemnity granted by this section any word or phrase within this section and the policy requiring and capable of legal interpretation shall be interpreted in accordance with the law prevailing within the Republic of South Africa.

3. In respect of these goods or products (other than raw materials) the insured shall:
  - a. implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner;
  - b. note and maintain a record of the date on which the actual goods or products were first put into circulation.

This record shall be maintained so as to provide the required detail for a minimum period of 10 years after the goods or products were first put into circulation.

4. The information mentioned in 3 together with all supporting documentation, shall be made available to the Company or their nominee at any time on request. The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule. The insured shall in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause under this extension, be responsible for a first amount payable as stated in the excess schedule.

### **Additional specific exceptions** (applicable to the United States of America and/or Canada liability extension)

This extension does not cover liability consequent upon injury or damage caused by or through or in connection with:

1. The drunkenness of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
3. Any statute, ordinance or regulation relating to the sale, distribution or use of alcoholic beverages;
4. Any business carried on by agents operating on the insured's behalf in the United States of America and Canada;
5. Direct or indirect seepage, pollution or contamination of any kind nor the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances.

### **Drones** (if stated in the schedule to be included)

Specific exception 3C(ii) shall, as far as it relates to aircraft, will not apply.

The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

This section extends to indemnify the insured in respect of:

1. Invasion of privacy cover limit — stated in the benefits schedule
2. Noise liability cover limit — stated in the benefits schedule
3. Liability to third parties — as per limit of indemnity stated on the schedule.

### **Definitions**

“**Drone**” means, an unmanned aerial vehicle (UAV)/RPS (remotely piloted aircraft system), commonly known as a drone, is an aircraft without a human pilot on-board.

“**Invasion of privacy**” means, data comprising of photographs, video files, sound files, geodetic information, emissions and radio signals collected from the drone whilst in flight and made accessible to third parties without the consent of the party to whom the data relates, inclusive of any breach of confidentiality, infringement, or violation of any right to privacy, or of any statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information.

**“Noise liability”** means, claims arising from the operation of the drone whilst in flight, for the activities covered in the schedule following an official noise complaint lodged by a third party.

**“Liability to third parties”** is, as per defined events of this section.

Civil Aviation Act of 2009, is a South African aviation regulation that must be adhered to when operating a drone/RPS/UAV. Specific attention must be paid to part 101 of the regulation.

### **Condition**

The insured is to comply with all legislation that may be applicable within the Republic of South Africa. The Civil Aviation Act of 2009 (Act No. 13 of 2009) and all amendments thereto that occur from time to time must be complied with, moreover specific attention is to be paid to part 101 of the regulation.

### **Additional specific exceptions (applicable to drones)**

This extension does not cover liability

1. for any cyber-attack or breach in operating system due to a cyber-attack.
2. while the drone is used for any illegal purposes.
3. while the drone is operated by the insured or any authorised person that is under the influence of alcohol, drugs or narcotics, unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself).
4. arising from private or recreational use.
5. if the drone manufacturer’s guidelines and instructions have not been adhered to (including whilst the drone is landing on or taking off or attempting to do so from a place which is not recommended by the manufacturers guidelines).
6. for unlawful seizure of the drone by an unauthorised person or use of the drone without the insured's consent.
7. while the drone is being used for racing, stunt flying or any competitive purpose.
8. while the drone is being used in doors or inside a building, unless prior consent is obtained in writing from the Company.
9. for any fines, penalties, punitive, exemplary or vindictive damages (unless relating to invasion of privacy or noise liability).
10. for bodily injury or property damage occurring whilst the drone is in breach of the territorial limits as specified in this section, unless such breach is due to unforeseeable circumstances.
11. for any object or substance being released, dispensed, delivered or deployed from a drone, unless authorised by the Company.
12. caused by or resulting from any physical/manual work done by the drone such as maintenance, repair, renovation, restoration, modification or any similar process, unless authorised by the Company.

### **Fire and explosion liability**

The amount payable under this extension inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed the limit of indemnity stated in the schedule.

It is a condition of this extension that, at the happening of an event that gives rise to a claim in terms of this extension, the insured has complied with the requirements of the National Veld and Forest Fire Act No. 101 of 1998 (as amended).

## **Animals**

The Company will indemnify the insured in respect of defined events caused by animals (owned by the insured or for which the insured is legally responsible) used or kept by the insured in connection with the insured's business,

- a. provided the insured takes reasonable precautions to comply with legislation regarding the droving of animals on public roads, or
- b. whilst on any premises of the insured, or
- c. whilst at any location (but excluding any premises of the insured) anywhere within the territorial limits where such animals are temporarily kept or temporarily housed, or
- d. whilst straying from the location referred to in paragraph (c) above or straying from the premises referred to in paragraph (b) above.

The amount payable under this extension inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed the limit of indemnity for this extension stated in the schedule.

## **Flooding and bursting of dam walls** (if stated in the schedule to be included)

Specific exception 13(d) is deleted

The amount payable under this extension inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed the limit of indemnity for this extension stated in the schedule.

Provided that in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause under this extension the insured shall be responsible for a first amount payable as stated in the excess schedule.

## **Hunters liability** (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in specific exception 13 the Company will indemnify the insured in respect of defined events happening on any property belonging to the insured or property under the custody or control of the insured or any of the insured's employees caused by or in connection with commercial hunting activities provided that

1. the insured has complied with all laws, acts, ordinances or regulations applicable to hunting activities
2.
  - i. each hunter or group of hunters who are not permanent residents of the Republic of South Africa will be accompanied by a professional hunter who is in possession of a valid professional hunter's permit.
  - ii. any visitors not described under (i) above are accompanied by the insured or employee of the insured.
3. all visiting hunters have personally and individually signed a disclaimer (such disclaimer to be explained in detail to such individual) absolving the insured from any liability as a result of such hunting activities
4. firing zones regarding the individual hunting group(s) of hunter(s)/client(s) must clearly be demarcated and explained as such to all participants as well as being issued with an area chart

## **Game viewing liability** (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in specific exception 13 the Company will indemnify the insured in respect of defined events happening on any property belonging to the insured or property under the custody or control of the insured or any of the insured's employees caused by or in connection with game viewing provided that:

1. all persons participating in game viewing activities have personally and individually signed a disclaimer (such disclaimer to be explained in detail to such individual) absolving the insured from any liability as a result of such game viewing activities
2. the Company's limit of indemnity shall not exceed the amount stated in the schedule.

## Acquisitions and new businesses

The indemnity granted by this section of the policy extends to any Company formed and/or acquired by the insured during the period of insurance for a period of 90 days of such formation and/or acquisition.

Provided always that:

1. the insured's business activities remain unchanged;
2. the annual turnover of all newly formed and/or acquired companies does not exceed 5% of the estimated annual turnover of the insured as advised to the Company at inception hereof;
3. the insured shall advise the Company of such formations and/or acquisitions before the expiry of 90 days thereof and the Company may amend the terms of this section of the policy accordingly.

## Extensions for guesthouses and lodges

These extensions only apply to that part of the risk that relates to the guesthouse and/or lodge if insured in terms of this section:

### A. Cleaning/Dry cleaning of guests' effects

Notwithstanding Special exceptions 2(a)(ii) and 2(b) the Company will indemnify the insured for loss or damage to guests' laundry whilst undergoing a process of cleaning and or dry cleaning provided that:

- a. the Company's liability is limited to the amount stated in the benefit schedule;
- b. the Company shall not be liable for the first amount payable as stated in the excess schedule.

### B. Property of guests

Specific exception 2(a)(ii) is cancelled and replaced by:

2(a)(ii) Property in the custody or control of the insured or any employee of the insured but this exception shall not apply to:

1. property (other than motor vehicles) of visitors to the insured's premises or of principals, directors, members, partners or employees of the insured;
2. vehicles not hired by or lent to the insured (including their contents and accessories) utilising the insured's parking facilities;
3. premises not owned or rented by the insured temporarily occupied by him for the purposes of work thereon or therein unless liability arises solely in terms of an agreement.

### C. Wrongful arrest and defamation

The Defined Events are extended to include damages:

- i. resulting from wrongful arrest (including assault in connection with such wrongful arrest);
- ii. in respect of defamation;

provided always that the limits of indemnity shall not exceed the amount stated in the benefit schedule

## Section 15: Employers' liability section

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### Defined events

Damages which the insured shall become legally liable to pay consequent upon death of, or bodily injury to, or illness of any person employed under a contract of service or apprenticeship with the insured, which occurred in the course of, in connection with, such person's employment by the insured within the territorial limits and on, or after, the retroactive date shown in the schedule, and which results in a claim or claims first being made against the insured in writing during the period of insurance.

### The limit of indemnity

The amount payable, inclusive of any legal cost recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.

### Territorial limits

Anywhere in the world but not in connection with:

1. any business carried on by the insured at, or from, premises outside, or
2. any contract for the performance outside,

the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Mozambique and Malawi.

### Specific exceptions

This section does not cover:

1. liability assumed by the insured under any contract, undertaking or agreement where such liability would not have attached to the insured in the absence of such contract, undertaking or agreement.
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.
3. fines, penalties, punitive, exemplary or vindictive damages.
4.
  - a. damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini.
  - b. costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in 4(a) above.
5. any claim arising from an event known to the insured:
  - a. which is not reported to the Company in terms of general condition 6.
  - b. prior to inception of this section.
6. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within the 48-month period (or extended period in respect of minors) as specified in specific condition 2.

### Specific conditions

1. Any claim first made in writing against the insured as a result of a defined event reported in terms of general condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the Company.
2. In the event of cancellation or non-renewal of the policy
  - a. any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor,

the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.

- b. the insured may report an event in terms of general condition 6 to the Company for up to 15 days after cancellation or non-renewal, provided:
  - i. such event occurred during the period of insurance.
  - ii. any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48-month period specified in 2(a) above.
3. Any series of claims made against the insured by one, or more than one claimant, during any period of insurance consequent upon one event or series of events with one original cause or source, shall be treated as if they all had first been made against the insured:
  - a. on the date that the event was reported by the insured in terms of general condition 6, or
  - b. if the insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the insured.

## Extensions

### Extended reporting option

At the option of the insured and subject to the payment of an additional premium to be determined and subject to all the terms, exceptions and conditions of this section, the Company agrees to extend the period during which the insured may report an event in terms of general condition 6 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period),

Provided that:

1. this option may only be exercised in the event of the Company cancelling or refusing to renew this section.
2. this option must be exercised by the insured in writing within 30 days of cancellation or non-renewal.
3. once exercised, the option cannot be cancelled by either the insured or the Company.
4. the insured has not obtained insurance equal in scope and cover to this section as expiring.
5. the Company shall only be liable for a defined event which occurred after the retroactive date, but prior to date of cancellation or non-renewal.
6. claims first made against the insured or any reported event by the insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal.
7. the total amount payable by the Company for claims made or reported events during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal.
8. any claim made, following a reported event during the extended reporting period, which is first made against the insured in writing more than 48 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

## Principals

Where a principal and the insured are liable for the same damages and where any contract or agreement between a principal and the insured so requires, the Company will, notwithstanding the aforementioned specific exception 1 above, indemnify the principal in like manner to the insured, but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to, or illness of, such person resulting from the negligence of the insured or the insured's employees,

Provided that:

1. in the event of a claim in terms of this extension, the insured shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in the Company.

2. the principal shall, as though he were the insured fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this policy in so far as they can apply.
3. the liability of the Company is not hereby increased.

### **Memorandum**

In respect of this section only, general exception 1 is deleted and replaced by the following:

“This section does not cover death, injury, illness or liability directly or indirectly caused by, related to, or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.”



## Section 16: Stated benefits section

### Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the insured (hereinafter in this section referred to as such person) specified in the schedule. The Company will pay to the insured, on behalf of such person or their estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading "circumstances".

Definitions	Percentage of compensation
1. Permanent disability shall mean	
a. loss by physical separation at or above the wrist or ankle of one or more limbs	100
b. permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
c. permanent and total loss of hearing	
both ears	100
one ear	25
d. permanent and total loss of speech	100
e. injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
f. loss of four fingers	70
g. loss of thumb	
both phalanges	25
one phalanx	10
h. loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
i. loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2
j. loss of ring finger	
three phalanges	5
two phalanges	4
one phalanx	2
k. loss of little finger	
three phalanges	4
two phalanges	3
one phalanx	2
l. loss of metacarpals	
first or second (additional)	3

Definitions	Percentage of compensation
third, fourth or fifth (additional)	2
m. loss of toes	
all on one foot	30
great, both phalanges	5
great, one phalanx	2
other than great, if more than one toe lost, each	2

## Memoranda

- Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions.
- Permanent total loss of use of part of the body shall be treated as loss of such part.
- 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.
- Temporary total disability** shall mean total and absolute incapacity from following usual business or occupation.
- Medical emergency treatment costs/expenses** means all reasonable and unexpected costs incurred by you for injury that requires immediate medical treatment at a hospital because of an accident. You must be admitted to a hospital for medical treatment for injury that in a medical practitioner's opinion is an emergency and requires hospital admission.

**Medical practitioner** means a person other than you or your close relative, who is qualified by degree in western medicine and legally authorised in the geographical area of his/her practice to render medical and surgical services.

- Annual earnings** shall mean the annual rate of wage, salary and cost of living allowance being paid or allowed by the insured to such person at the time of accidental bodily injury, plus overtime, house rents, food allowances, commissions and other considerations of a constant character paid or allowed by the insured to such person during the 12 months immediately preceding the date of accidental bodily injury.
- Average weekly earnings** shall mean one fifty-two part of annual earnings.
- Conveyance** shall mean being transported in the course of employment or as a fare paying passenger in any licensed vehicle, craft, or aircraft which carries passengers on land, in water or in the air.
- Conveyance accumulation Limit** refers to our total amount of liability as stated on the schedule for all claims arising out of any one conveyance.
- Ground accumulation Limit** shall mean our total amount of liability as specified in the schedule for all claims arising in respect of any one event or series of related events.

## Business limitation (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

## Provisos

It is declared and agreed that:

- the Company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses.
- the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain.

3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 75 years of age.
4. any compensation payable by the Company for any period of temporary total disability or for medical emergency treatment costs shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation enactment for temporary disability for the same or a lesser period or in respect of medical emergency treatment costs.
5. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the Company so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction.
6. General conditions 2 and 9 do not apply to this section.
7. in respect of this section only, general exception 1 is deleted and replaced by the following:

"This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

## Extensions

### 1. Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

### 2. Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the Company that such person sustained injury to which this section applies, and that such injury has resulted in the death of such person, the Company will, for the purposes of the insurance afforded by this section, presume such person's death provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, that person is found to be alive, such payment shall forthwith be refunded by the insured to the Company.

### 3. Burns disfigurement (if stated in the schedule to be included)

Subject to the exclusion shown below, the following item is added to the definition of permanent disability:

	<b>Percentage of compensation</b>
n. permanent disfigurement resulting from accidental external burns to the combined surface area of the	
i. face and neck	
100% surface area disfigurement	50
Less than 100% surface area disfigurement	The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement.
ii. remaining parts of the body other than the face and neck	
100% surface area disfigurement	25
less than 100% surface area disfigurement	The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.

The Company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

**4. Life support machinery**

Notwithstanding anything contained in the defined events, the 24 month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

**5. Mobility**

When the Company has admitted a claim for permanent total disablement and as a direct result of that disablement the insured person is permanently dependent on a wheelchair for mobility the Company will pay an additional amount not exceeding the amount stated in the benefit schedule for

- a. a self-propelled wheelchair and/or
- b. the modifications of the controls to the insured person's motor vehicle and (if necessary) the fitting of wheelchair loading equipment and/or
- c. alterations to the insured person's residence to facilitate the use of such wheelchair.

**6. Repatriation (only applicable if the death benefit is insured)**

The Company will pay in addition to the compensation payable stated in the schedule reasonable and necessary expenses for the repatriation of the body of a deceased insured person to his normal place of residence up to an amount not exceeding the amount stated in the benefits schedule.

**7. Bereavement cost**

The Company will pay in addition to the capital sum a further amount stated in the benefit schedule for the bereavement cost for accidental death to the insured person.

**Specific exceptions**

The Company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person

- 1. while travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.
- 2. by their suicide or intentional self-injury.
- 3. caused solely by an existing physical defect or other infirmity of such person.
- 4. as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself).
- 5. as a result of his participation in any riot or civil commotion.
- 6. in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof.
- 7. while he is, or as a result of his, engaging in
  - a. motor cycling (whether as a driver or passenger) other than on the business of the insured.
  - b. racing of any kind involving the use of any power driven
    - i. vehicle.
    - ii. vessel.
    - iii. craft.
  - c. mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback steeple chasing, professional football or hang-gliding.

## Section 17: Group personal accident section

### Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the insured (hereinafter in this section referred to as such person) specified in the schedule. The Company will pay to the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

Definitions	Percentage of compensation
1. Permanent disability shall mean	
a. loss by physical separation at or above the wrist or ankle of one or more limbs	100
b. permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
c. permanent and total loss of hearing	
both ears	100
one ear	25
d. permanent and total loss of speech	100
e. injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
f. loss of four fingers	70
g. loss of thumb	
both phalanges	25
one phalanx	10
h. loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
i. loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2
j. loss of ring finger	
three phalanges	5
two phalanges	4
one phalanx	2
k. loss of little finger	
three phalanges	4
two phalanges	3
one phalanx	2

Definitions	Percentage of compensation
l. loss of metacarpals	
first or second (additional)	3
third, fourth or fifth (additional)	2
m. loss of toes	
all on one foot	30
great, both phalanges	5
great, one phalanx	2
other than great, if more than one toe lost, each	2

## Memoranda

1. Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions.
2. Permanent total loss of use of part of the body shall be treated as loss of such part.
3. 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.
4. **Temporary total disability** shall mean total and absolute incapacity from following usual business or occupation.
5. **Medical emergency treatment costs/expenses** means all reasonable and unexpected costs incurred by the insured for injury that requires immediate medical treatment at a hospital because of an accident. The insured must be admitted to a hospital for medical treatment for injury that, in a medical practitioner's opinion, is an emergency and requires hospital admission.  
**Medical practitioner** means a person other than the insured or a close relative, who is qualified by degree in Western medicine and legally authorised in the geographical area to render medical and surgical services.
6. **Conveyance** shall mean being transported in the course of employment or as a fare paying passenger in any licensed vehicle, craft, or aircraft which carries passengers on land, in water or in the air.
7. **Conveyance accumulation limit** refers to our total amount of liability as stated on the schedule for all claims arising out of any one conveyance.
8. **Ground accumulation limit** shall mean our total amount of liability as specified in the schedule for all claims arising in respect of any one event or series of related events.

## Business limitation (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

## Provisos

It is declared and agreed that:

1. the Company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical emergency treatment costs.
2. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain.
3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 75 years of age.

4. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the Company so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction.

5. general conditions 2 and 9 do not apply to this section.

6. in respect of this section only, general exception 1 is deleted and replaced by the following:

“This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.”

## Extensions

### 1. Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

### 2. Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the Company that such person has sustained injury to which this section applies, and that such injury has resulted in the death of such person, the Company will, for the purposes of the insurance afforded by this section, presume such person's death provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, such person is found to be alive, such payment shall forthwith be refunded by the insured to the Company.

### 3. Burns disfigurement (if stated in the schedule to be included)

Subject to the exclusion shown below, the following item is added to the definition of permanent disability:

	<b>Percentage of compensation</b>
n. permanent disfigurement resulting from accidental external burns to the combined surface area of the	
i. face and neck	
100% surface area disfigurement	50
Less than 100% surface area disfigurement	The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement.
ii. remaining parts of the body other than the face and neck	
100% surface area disfigurement	25
less than 100% surface area disfigurement	The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.

The Company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

### 4. Life support machinery

Notwithstanding anything contained in the defined events, the 24-month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

## 5. Mobility

When the Company has admitted a claim for permanent total disablement and as a direct result of that disablement the insured person is permanently dependent on a wheelchair for mobility the Company will pay an additional amount not exceeding the amount stated in the benefits schedule for:

- a. a self-propelled wheelchair; and/or
- b. the modifications of the controls to the insured person's motor vehicle and (if necessary) the fitting of wheelchair loading equipment; and/or
- c. alterations to the insured person's residence to facilitate the use of such wheelchair.

## 6. Repatriation (only applicable if the death benefit is insured)

The Company will pay in addition to the compensation payable stated in the schedule reasonable and necessary expenses for the repatriation of the body of a deceased insured person to his normal place of residence up to an amount not exceeding the amount stated in the benefits schedule.

## 7. Bereavement cost

The Company will pay in addition to the capital sum a further amount stated in the benefit schedule for the bereavement cost for accidental death to the insured person.

## Specific exceptions

The Company shall not be liable to pay compensation for death, disability or medical emergency treatment costs in respect of such person:

1. while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.
2. by his suicide or intentional self-injury.
3. caused solely by an existing physical defect or other infirmity of such person.
4. as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself).
5. as a result of his participation in any riot or civil commotion.
6. in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof.
7. while, or as a result of, engaging in:
  - a. motor cycling (whether as a driver or passenger) other than on the business of the insured.
  - b. racing of any kind involving the use of any power driven
    - i. vehicle.
    - ii. vessel.
    - iii. craft.
  - c. mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeple chasing, professional football or hang-gliding.



## Section 18: Motor personal accident section

### Defined events

Bodily injury caused by accidental, violent, external and visible means to any person specified in the schedule (hereinafter in this section referred to as such person) whilst such person is travelling in the permanently enclosed driver/passenger carrying compartment of the motor vehicle described in the schedule.

The Company will pay to the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading "circumstances".

### Limits of liability

The Company shall not be liable to pay more than:

1. R2,000,000 any one such person and R20,000,000 irrespective of the number of such persons injured resulting from an occurrence or series of occurrences from one cause.
2. R10,000 death compensation for such person under the age of 6 years.
3. R30,000 death compensation for such person under the age or 14 years.
4. 50% of the compensation stated if at the time of injury such person was not wearing a seatbelt.

Definitions	Percentage of compensation
1. Permanent disability shall mean	
a. loss by physical separation at or above the wrist or ankle of one or more limbs	100
b. permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
c. permanent and total loss of hearing	
both ears	100
one ear	25
d. permanent and total loss of speech	100
e. injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
f. loss of four fingers	70
g. loss of thumb	
both phalanges	25
one phalanx	10
h. loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
i. loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2

Definitions		Percentage of compensation
j.	loss of ring finger	
	three phalanges	5
	two phalanges	4
	one phalanx	2
k.	loss of little finger	
	three phalanges	4
	two phalanges	3
	one phalanx	2
l.	loss of metacarpals	
	first or second (additional)	3
	third, fourth or fifth (additional)	2
m.	loss of toes	
	all on one foot	30
	great, both phalanges	5
	great, one phalanx	2
	other than great, if more than one toe lost, each	2

## Memoranda

- Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions.
- Permanent total loss of use of part of the body shall be treated as loss of such part.
- 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.
- Medical emergency treatment costs/expenses** means all reasonable and unexpected costs incurred by the insured for injury that requires immediate medical treatment at a hospital because of an accident. The insured must be admitted to a hospital for medical treatment for injury that, in a medical practitioner's opinion, is an emergency and requires hospital admission.

**Medical practitioner** means a person other than the insured or a close relative, who is qualified by degree in Western medicine and legally authorised in the geographical area to render medical and surgical services.

## Provisos

It is declared and agreed that:

- the Company shall not be liable to pay, for death or disability resulting from an accident, or series of accidents, arising from one cause in respect of any one person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for medical emergency treatment costs.
- this section shall not apply to any such person over 75 years of age.
- after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the Company so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make payment unless this proviso is complied with to its satisfaction.
- general conditions 2 and 9 do not apply to this section.
- in respect of this section only, general exception 1 is deleted and replaced by the following: "this section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

6. if cover is on the “any passenger and driver basis” and the number of persons (including the driver) in the said vehicle at the time of the occurrence exceed the number of persons/seating capacity stated in the schedule the Company shall only be liable for a pro rata proportion of the compensation which otherwise would have been payable.

## **Extension**

### **1. Life support machinery**

Notwithstanding anything contained in the defined events, the 24-month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

### **2. Named person basis**

Cover in respect of such person is extended by deletion of the words “motor vehicle described in the schedule” under defined events and substituting the words “motor vehicle”.

## **Specific exceptions**

The Company shall not be liable to pay compensation for death, disability or medical emergency treatment costs in respect of such person:

1. by his suicide or intentional self-injury.
2. caused solely by an existing physical defect or infirmity of such person.
3. as a result of the influence of alcohol, drugs or narcotics upon the driver of the vehicle unless administered by a member of the medical profession (other than himself) or unless prescribed by or taken in accordance with the instruction of a member of the medical profession (other than himself).
4. in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof.
5. whilst he is or as a result of his, engaging in
  - a. motor cycling, (including motor-scooters and quadricycles) whether as a driver or passenger.
  - b. racing of any kind.

## Section 19: Motor section

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### Sub-section A – Loss or damage

#### Defined events

Loss of, or damage to, any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the Company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the prior consent of the Company to the extent of but not exceeding the amount stated in the benefits schedule, provided that a detailed estimate is first obtained and immediately forwarded to the Company. The Company will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi or Mozambique, provided that:

1. the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the Company in respect of such loss or damage, but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage.
2. the Company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage.
3. if, to the knowledge of the Company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.
4. in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, the insured shall be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the Company forthwith.
5. if the insured farm owner or spouse over the age of 55 years is the registered owner of a private vehicle, indicated on the schedule as a definition 2(a) vehicle, and is also the driver of the vehicle at the time of an occurrence which gives rise to a claim in terms of this section, the basic excess will not be applicable.

#### Exceptions to sub-section A

The Company shall not be liable to pay for:

1. consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
2. damage to tyres by application of brakes or by road punctures, cuts or bursts.
3. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.
4. detention, confiscation or requisition by customs or other officials or authorities.

## **Sub-section B – Liability to third parties**

### **Defined events**

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which the insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

- i. death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from, and in the course of, such employment or being a member of the same household as the insured.
- ii. damage to property other than property belonging to the insured or held in trust by, or in the custody, or control of the insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company will also, in terms of, and subject to, the limitations of, and for the purposes of this sub-section:

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the Company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B.
2. indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that:
  - a. such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply.
  - b. such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer.
  - c. indemnity shall not apply in respect of claims made by any member of the same household as such person.
  - d. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.
3. indemnify the insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under definition 2(a) and provided the Company shall not be liable for damage to the vehicle being driven or used.
4. indemnify the insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

### **Exceptions to sub-section B**

The Company shall not be liable under this sub-section in respect of:

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected.
2. any claim, loss, liability, cost or expense in respect of injury of whatsoever nature or death where such injury of whatsoever nature or death is the subject in respect of any compensation or claim that falls within the scope of any compulsory third party legislation including the Road Accident Fund Act 1996 as amended within the Republic of South Africa. This exception shall apply notwithstanding that no insurance under any such Fund is in force or has been affected or not.
3. death of, or injury to, any person being carried in, or upon, or entering or getting onto, or alighting from a vehicle described in definition 2(b), (c), (d), (e), (f), (g) and (h) at the time of the occurrence of the event from which any claim arises (except any person being carried in, or upon, or entering, or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1,500 kilogrammes).

4. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of, or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

### Limits of indemnity

Unless otherwise stated, the liability of the Company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

### Sub-section C – Medical emergency treatment costs

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the insured the medical emergency treatment costs incurred as a result of such injury up to the amount stated in the benefits schedule per injured occupant but not exceeding the maximum amount in the total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this sub-section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

The term medical expenses include any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured sub-section A of this section	Specified part of vehicle in which the under injury must occur
1. Any private type motor car or motorised caravan	Anywhere inside the vehicle
2. Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

### Definitions

#### 1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

#### 2. Vehicle

The term vehicle shall mean:

- a. private type motor cars and light delivery vehicle (LDVs) (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 9 persons including the driver).
- b. light delivery vehicles and special type vehicles as described in the schedule.
- c. heavy commercial vehicles as described in the schedule.
- d. motor cycles (including motor scooters, 3-wheeled vehicles, motor scramblers and quad bikes).
- e. buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver).
- f. trailers and/or caravans, i.e. any vehicle without the means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto.
- g. special types i.e. agricultural implements, including tractors, harvesters, combine harvesters described in the schedule but excluding irrigation systems. any such vehicle being owned by or hired or leased to the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

### 3. Market value

The term market value for the purpose of sub-section A shall be the retail price as quoted in the agreed auto traders publications, current at the time of the loss or if any vehicle is not referred to in such publication the reasonable price at which the vehicle can be replaced with a vehicle of similar age and condition at the time of the loss to the vehicle insured.

### 4. Airside

The term airside shall mean any area of the airport premises that has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport's premises (as defined by the relevant airport authority).

## Claim free group benefit

Applicable to comprehensive cover and comprehensive excluding theft cover only.

We lower premiums if you do not claim for a number of years. The claim free group benefit works on a points system 0 to 6:

1. You receive one point for every year of cover in which you do not claim. The point is given to you on the anniversary date;
2. You lose two points for each claim that we pay out during the period of cover and it will be taken off at your next anniversary date.

If more than one vehicle is covered under this policy, the claim-free group benefit will apply individually to each based on previous insurance and claims history, or as if we have issued a separate policy for each vehicle.

Claim free group benefit is not affected by claims on the extensions of cover under this section.

## Extensions

### 1. Contingent liability extension

The indemnity under sub-section B includes claims made against:

- a. the insured in the event of an accident arising in the course of the business and caused by, or through, or in connection with, any motor vehicle not the property of, or provided by the insured, while being used by any partner or director or employee of the insured (hereinafter in this extension referred to as such person).
- b. any such person in the event of an accident arising in the course of the business and caused by, or through, or in connection with, any motor vehicle not belonging to him or to the insured, or leased, or hired by, either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer,

Provided that:

- i. all the words in 2 of the exceptions to sub-section B are deleted.
- ii. the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above.
- iii. the payment by the insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension.
- iv. if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy.
- v. the terms, exceptions and conditions of the policy shall otherwise apply.

## **2. Passenger liability extension**

Exception 2 to sub-section B shall not apply to vehicles described in definition 2(b), other than special types, or in definitions 2(c), (d), (e) or (f). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

## **3. Unauthorised passenger liability extension**

The indemnity under sub-section B, notwithstanding exception 2 thereto, extends to cover the insured's legal liability for death of, or bodily injury to, persons while being carried in, or upon, or entering or getting onto, or alighting from, any vehicle in contravention of the insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

## **4. Parking facilities and movement of third-party vehicles extension**

This section extends to indemnify the insured in respect of accidents caused by, or through, or in connection with, the moving of any vehicle (not owned or borrowed by, or hired, or leased to the insured) by any person in the employ of the insured, or acting on the insured's behalf, provided always that such vehicle was being moved:

- a. with the authority of any tenant, customer or visitor of the insured, or
- b. in connection with the insured's parking arrangements, or
- c. to facilitate the carrying out of the insured's business,

and provided further that this extension shall not apply in respect of damage to vehicles which are parked for reward.

For the purpose of this extension, such vehicle (and its contents) shall not be deemed to be held in trust by, or in the custody or control of, the insured.

## **5. Windscreen extension (if stated in the schedule to be included)**

The provisions of this section relating to first amount payable and no claim rebate shall not apply to any payment for damage to windscreen glass, or side, or rear glass, forming part of any vehicle provided that:

- a. no other damage has been caused to the vehicle giving rise to a claim under the policy.
- b. the insured shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

## **6. Waiver of subrogation rights**

For the purposes of this section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

## **7. Principals**

Notwithstanding specific exception 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the insured for the purposes of the business, provided that the liability of the Company shall not exceed the limit of indemnity stated in the schedule.

## **8. Cross liabilities**

Where more than one insured is named in the schedule, the Company will indemnify each insured separately and not jointly, and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the limit of indemnity stated in the schedule.

## **9. Audio equipment**

The Company will not pay more than the amount stated in the benefits schedule (after deduction of the first amount payable) for fitted accessories in the form of car radios, tape players, compact disc players and the like unless such equipment is specified, and an additional premium paid.



#### **10. Riot and strike extension (if stated in the schedule to be included)**

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- a. civil commotion, labour disturbances, riot, strike or lockout;
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 10(a) above;

Provided that this extension does not cover:

- a. loss or damage occurring in the Republic of South Africa and Namibia.
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- c. loss or damage resulting from total or partial cessation of work, or the retarding, or interruption, or cessation of, any process or operation.
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- e. loss or damage related to, or caused by, any occurrence referred to in general exception 1(a) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

#### **11. Locks and keys**

The Company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that

- a. the Company's liability shall not exceed the amount stated in the benefits schedule in respect of any one event.
- b. such amount shall be reduced by the first amount payable as stated in the excess schedule per occurrence.

#### **12. Additional loss and keys extension**

The Company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

- a. the Company's liability shall not exceed, in respect of any one event, the amount stated in the schedule.
- b. such amount shall be reduced by the first amount payable stated in the schedule.

The provisions of this section relating to first amount payable and no claim rebate shall not apply to this extension.

#### **13. Fire extinguishing charges extension**

Any costs (not exceeding the amount stated in the benefits schedule) relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

**14. Wreckage removal extension** (if stated in the schedule to be included)

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by the insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under sub-section A of this section, the limit of the Company's liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the schedule to apply to this extension.

**15. Credit shortfall extension** (if stated in the schedule to be included)

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current installments sale or lease agreement, the Company will pay to the insured an additional amount equal to the shortfall less:

- a. any arrears installments or rentals including interest payable on such arrears;
- b. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- c. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- d. the first amount payable under sub-section A, provided always that:
  - i. the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A.
  - ii. this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% from any other installment.
  - iii. if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease, the insurance by this extension shall be void.

**16. Replacement of insured motor vehicles** (private type motor vehicles and light delivery vehicles)

In the event of the private type motor car or light delivery vehicle, as stated in the schedule purchased as new, being damaged and in the Company's opinion cannot be repaired economically, or stolen and not recovered within a reasonable time the Company will at their option either replace or pay in cash the current new replacement cost of the insured vehicle provided that:

- a. the loss or damage occurs within the first 12 months of the first registration of such vehicle.
- b. the insured vehicle has not travelled more than 30,000 kilometres.
- c. the Company shall not be liable for more than the amount stated in the schedule after the deduction of the first amount payable.

**17. Damage to tyres**

Exception 2 to sub-section A shall not apply to vehicle definition 2 (g). Cover under this section is extended to include total loss of and irreparable damage to the tyres fitted to the vehicles specifically specified in the schedule as a direct result of damage caused by any unseen or concealed object whilst on the road or other surface provided that:

- a. the insured shall at his own expense have all damage and wear and tear assessed by one or more reputable tyre retreaders/suppliers to assess whether or not the tyre can be repaired;
- b. the corresponding, undamaged tyre in the set of tyres will also enjoy cover, but only if the vehicle manufacturer deems it necessary or required;
- c. the insured is responsible for the first amount payable as stated in the excess schedule in respect of the corresponding, undamaged tyre;
- d. wear and tear at the time of the loss or damage is not covered in terms of this extension.

The Company's liability shall not exceed the amount stated in the benefits schedule or the amount stated in the schedule, whichever is the higher, in respect of any one event. The insured shall be responsible for the first amount payable as stated in the excess schedule for each and every claim.

**18. Loss of use of vehicle** (if stated in the schedule to be included)

In the event of the loss of use of a tractor, truck (other than light delivery vehicle), mechanical horse, harvester or combined harvester stated in the schedule through or as a result of any insured peril insured in this section, which would constitute a claim under this section, the Company shall on receipt of proof of an account issued by the supplier or lessor indemnify the insured for the cost of hiring a tractor, truck, mechanical horse, harvester or combined harvester

Provided that

- a. The Company's liability is limited to the amount stated in the benefits schedule per day.
- b. The indemnity is limited to the hiring cost for the maximum period of 15 days.
- c. Cover will only commence after the duly completed claim form in respect of the loss or damage has been received by the Company.
- d. The vehicle was used for agricultural purposes at the time of the loss or damage.

**Exceptions**

- i. loss or damage resulting from freezing or mechanical or electrical breakdown.
- ii. indemnity for loss of use in the first 72 hours immediately after the occurrence.
- iii. the supply of any tractor, truck, mechanical horse, harvester or combined harvester.

**19. Rent of vehicle/Car hire**

The cover provided is solely in respect of, and applicable to, private type vehicles or light delivery vehicles (with a gross vehicle mass not exceeding 3,500 kilogrammes):

**A. After theft of a vehicle or hijack of a vehicle,**

if a comprehensively insured vehicle (other than a motorcycle, caravan or trailer) is stolen or hijacked, the Company will pay for the hire of up to a 1 600 cc manual motor car (with audio equipment and air conditioning) or up to the amount stated in the benefits schedule per day for hire of a commercial vehicle, provided that:

- a. the vehicle is hired from the hire organisation designated by the Company.
- b. the Company will not pay for fuel or lubricants or any excess amount applicable in terms of the rental contract.
- c. the period of hire will commence from and including the fourth day after the theft of the vehicle or hijack of the vehicle is reported to the Company.
- d. cover will terminate when:
  - i. the insured regains possession of the vehicle;
  - ii. the insured has had the hired vehicle for 30 days;
  - iii. the Company discharges its liability for total loss of the vehicle, whichever occurs first.

**B. After an accident,**

if a comprehensively insured vehicle (other than a motorcycle, caravan or trailer) is damaged and where such damage is insured in terms of the policy, the Company will pay for the hire of up to a 1,600 cc manual motor car (with radio, tape and air conditioning) or up to the amount stated in the benefits schedule per day for hire of a commercial vehicle, provided that

- a. the vehicle is hired from the hire organisation designated by the Company.
- b. the Company will not pay for fuel or lubricants or any excess amount applicable in terms of the rental contract.
- c. cover does not apply if only window glass is damaged.
- d. the period of hire will commence from the date from which the car hire has been authorised.

- e. cover will terminate when:
  - i. the insured regains possession of the vehicle;
  - ii. the insured has had the hired vehicle for 30 days;
  - iii. the Company discharges its liability for total loss of the vehicle whichever occurs first.

**20. Contents of crop spraying equipment** (if stated in the schedule to be included)

The Company shall indemnify the insured in the event of loss of or destruction to or damage to the contents of the spray equipment tank belonging to the insured directly caused by fire, collision and overturning of the conveyance, whilst conveyed on the insured vehicle,

Provided that:

- a. the vehicle is comprehensively insured by this section.
- b. the Company's liability shall not exceed the amount stated in the benefits schedule in respect of any one occurrence the Company shall not be liable for the first amount payable stated in the excess schedule in respect of each and every claim.

**21. Motor scramblers and quad bikes** (described in definition of vehicle 2(c))

The cover under this section is not extended to include the motor scramblers and quad bikes whilst they are being used on a public road.

**22. Emergency accommodation**

In the event of loss of or damage to any vehicle insured under sub-section A, and as a result the insured is unable to complete his journey, the Company will pay for emergency accommodation for the insured, or anyone in his employ while driving the insured vehicle or travelling as a passenger in the course of such employment. This extension covers the reasonable costs and expenses up to the amount stated in the benefits schedule per person per night but not exceeding maximum limit per event. This cover is only valid for one night.

**23. Repatriation: motor vehicles only**

If an insured vehicle is damaged or stolen and recovered outside the borders of the Republic of South Africa, the Company will pay up to the amount stated in the benefits schedule for the costs and expenses involved for the delivery of the insured vehicle to the South African side of the nearest border.

**24. Bereavement benefit**

The insurer will pay the amount stated in the benefits schedule for additional costs following a motor accident resulting in the death of the driver of a private type vehicle or LDV.

**25. Combine heads and cutting platforms** (if stated in the schedule to be included)

The Company will indemnify the insured under sub-section A and sub-section B in respect of combine heads and cutting platforms. This extension of cover will be subject to:

- a. the value of the combine insured under this policy (as defined in the schedule) including the value of such platform.
- b. the compulsory first amount payable will be that amount stated in respect of the combine and will be separately applied to the items.
- c. combine heads and cutting platforms shall be attached to the combine at the time of the incident.
- d. the platform will be covered whilst temporarily removed from any combine, provided that the said platform is not attached to any uninsured combine.

If such platform, whilst complying with the requirements of a) to c) above, is damaged or lost or lost whilst being transported on a trailer during the incident, the platform will be regarded as being attached to the combine.

## **Sub-section B – Liability to third parties, shall not apply to motor scramblers and quad bikes.**

### **Memoranda**

#### **1. Premium adjustment clause**

If this section is issued on a non-specified vehicle basis, the insured shall submit to the Company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The Company shall, upon receipt of this declaration, make a premium adjustment of 50% of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

#### **2. War clause**

In respect of sub-sections B and C only, general exception 1 is deleted and replaced by the following: "This section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

#### **3. Description of use clause**

Use for social, domestic and pleasure purposes, and use for the business or occupation of the insured, excluding hiring, carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licenced to carry or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

### **Optional limitations**

#### **Third party only limitations** (if stated in the schedule to be applicable)

Sub-sections A and C and the no claim rebate provisions are cancelled.

#### **Third party and fire only limitation** (if stated in the schedule to be applicable)

The liability of the Company under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Further, sub-section C and the no-claim rebate provisions are cancelled, or explosion or by theft or any attempt thereat. Further, sub-section C and the no-claim rebate provisions are cancelled.

#### **Fire and theft only limitation** (if stated in the schedule to be applicable)

The liability of the Company under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning.

### **Specific exceptions**

1. The Company shall not be liable for any accident, injury, loss, damage or liability:
  - a. whilst the vehicle is being used with the general knowledge and consent of the insured other than in accordance with the description of use clause.
  - b. incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique, but the Company will indemnify the insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit.
  - c. incurred while any vehicle is being driven by:
    - i. the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle;
    - ii. any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered

by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such vehicle, but this shall not apply if the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles;

Provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under specific exception (b), or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

2. The Company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.
3. The Company shall not be liable for any accident, injury, damage, loss (including consequential loss) or any liability of whatsoever nature while the insured vehicle is in or on that part of an airside.

### **Specific condition**

If, during the currency of this section, any driver's licence in favour of the insured or his authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately the insured has knowledge of such fact.

### **Tracking device warranty**

Should a tracking device be a mandatory requirement on the vehicle insured for theft and hijacking cover or stated to be included to qualify for discounted premiums, irrespective of whether the tracking system is warranted on the schedule or not, then it is a requirement that tracking devices must comply with the following:

1. The tracking device unit installed in the vehicle must be a tracking AND recovery device.
2. The tracking device unit must always be in working order and activated.
3. Customers must have a legally valid contract with the tracking device supplier, and fees must be paid on time to ensure the continuity of the contract.
4. The tracking device must be tested once every six months or self-tested regularly.
5. The theft or hijacking is immediately reported to the service provider/supplier of the tracking device.

### **Electric/Hybrid motor vehicles warranty**

It is a requirement that an approved service provider conduct services, including servicing the battery. Evidence of such services will need to be submitted to the Company in the event of a claim should it be requested or required.

Any electric or hybrid vehicles or vehicles converted to electric must always keep the correct and adequate fire extinguishing equipment in the vehicle. Each electric or hybrid vehicle would require a lithium-ion battery fire extinguisher.

## Section 20: Electronic equipment section

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### Sub section A -Material damage

#### Defined events

Physical loss of, or damage to, the property insured described in the schedule from any cause not hereinafter excluded whilst:

1. at work or at rest anywhere within that part of the building occupied by the insured at the insured premises described in the schedule.
2. in transit, including loading and unloading or whilst temporarily stored at any premises en route.
3. temporarily removed from that part of the building occupied by the insured at the insured premises described in the schedule to any other building.

#### Exceptions to sub-section A

The Company will not be liable to indemnify the insured irrespective of the original cause in respect of:

1. the first amount payable as stated in the schedule in respect of sub-section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss, or in any one event, the first amount payable shall be the highest single amount applicable to such property insured.
2. derangement unless accompanied by physical damage otherwise covered by this section.
3. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by, or on behalf of, the insured covering the insured equipment.
4. faults or defects known to the insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company or any consequences thereof.
5. wastage of material or the like or the wearing out of any part of the property insured caused by, or naturally resulting from, ordinary usage, or working, or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature.
6. parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this sub-section to other parts of the property insured, the Company shall indemnify the insured for the residual value prior to the loss of such exchangeable parts.
7. the cost of reproducing data and/or programmes whether recorded on cards, tapes, discs or otherwise unless specifically provided for in sub-section B hereof.
8. loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein.
9.
  - a. loss by theft, or by disappearance of the property insured, unless accompanied by forcible and violent entry into, or exit (or any attempt thereat) from that part of the building occupied by the insured at the insured premises described in the schedule, or as a result of theft or any attempt thereat, following violence or threat of violence.
  - b. loss of the property insured by theft during transit, or whilst temporarily removed from the insured premises unless identifiable by the insured with a specific incident which has been immediately reported to the police and the Company.

The Company shall not indemnify the insured for the theft of the property insured from any motor vehicle where the property insured has been:

1. left in the motor vehicle overnight, unless the vehicle is housed in a securely locked building and entry to such vehicle or building is accompanied by forcible and violent entry or exit;

2. contained in a compartment of the motor vehicle and is visible to passers-by, provided that 1 and 2 above shall not apply to theft of the property insured where the transport vehicle:
  - a. has been hijacked, or
  - b. has been involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver, the property insured is of necessity left unprotected.

## **Basis of indemnification**

The indemnity by this sub-section, subject always to the sums insured contained in the schedule, or any specific limit of liability contained in this sub-section, shall be as hereinafter provided, and as appropriate, including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and value added tax.

### **1. Partial loss**

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order provided that

- a. the value of damaged parts which can be used will be deducted.
- b. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this sub-section.
- c. if, without the consent of the Company, temporary repairs are carried out by the insured in the interests of safety, or to minimise further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred, or consequence arising therefrom, will be for the account of the insured.
- d. where the damage is restricted to a part or parts of an insured item, the Company shall not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured.

### **2. Total loss**

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

- a. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured, subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made.
- b. until expenditure has been incurred by the insured in replacing or reinstating the property insured, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.
- c. these conditions shall be without force or effect if:
  - i. the insured fails to intimate to the Company within 6 months of the date upon which the damage occurred (or such further time as the Company may in writing allow) his intention to replace or reinstate the property insured.
  - ii. the insured is unable, or unwilling, to replace or reinstate the property insured on the same or another site.
- d. at the sole option of the Company, following commercial and technical appraisal by a representative of the Company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this section.



## Definition of new property insured

New property shall mean property purchased no more than 7 years (or such extended period as may be approved by the Company in writing) prior to the defined event, it being expressly agreed that in applying this definition, upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

In respect of property insured not provided for in (A) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the Company, the property insured shall be regarded as totally destroyed if the repair costs as defined in 1 above, equal or exceed its market value immediately before the damage.

## Definition of market value

The current day purchase price of second-hand/used property of equal performance and/or capacity to the property lost or damaged, and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:

- a. 20% for the first year after the date of purchase, and
- b. 10% per year for each succeeding year,

subject always to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property.

## Average

In respect of 1 and 2 above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged, exceeds the sum insured thereon at the time of any loss of or damage to such property, then the insured shall be considered as being their own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

## Limit of liability

The amount of liability shall not exceed, in respect of any of the items specified in the schedule, the sums insured set opposite thereto respectively and, in addition thereto, the following:

### 1. Architects' and other professional fees

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed the amount stated in the benefits schedule, but shall not include expenses incurred in connection with the preparation of the insured's claim.

### 2. Clearance costs

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

### 3. Express delivery and overtime

Extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the insured for effecting repairs or replacement approved by the Company, limited to 50% of the amount which the repair or replacement would have cost, had these additional costs not been incurred.

## **Clauses and extensions**

### **Lightning strikes**

All loss or damage to the property insured by lightning strikes will be subject to a first amount payable as stated in the excess schedule. However, should the property insured be appropriately and adequately protected by suitable safeguards against electrical supply fluctuations, then this excess will be waived.

### **Fire brigade charges**

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

### **Tenants**

This insurance will not be invalidated by any act or neglect on the part of a tenant of the insured (where the insured owns the building), or another tenant, or the owner of the building (where the insured is a tenant) provided that the insured notifies the Company as soon as such act or neglect comes to their knowledge and pays on demand the appropriate additional premium.

### **Hire purchase/finance agreements**

Where the Company has knowledge of the property insured, or any individual item thereof being the subject of a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of loss or damage indemnifiable by this sub-section of the section.

## **Sub-section B – Consequential loss**

### **Defined events**

The insurance provided by this sub-section (if stated in the schedule) shall be subject to the limits of indemnity stated in the schedule and shall include

#### **1. Increased cost of working**

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the insured during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of, or interference with, the normal business of the insured less any sum saved during the indemnity period in respect of such of the charges and expenses of the business as may cease, or be reduced in consequence of the accident.

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

- a. the cover provided for in item 2 of this sub-section.
- b. the intrinsic value (including reinstatement value) of the property insured by sub-section A of this section.

#### **2. Reinstatement of data/programmes**

Costs and expenses necessarily and reasonably incurred by the insured for the reconstitution or recompilation of data and/or programmes recorded on, or stored in, data-carrying media which are lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to sub-section A of this section), or by theft, or by the deliberate wilful or wanton intention of causing the cancellation or corruption of data or programmes as provided for in the sub-section A of this section,

Provided that:

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

- b. in respect of each and every event, or series of events, arising out of, or in connection with, any one original cause or source indemnifiable by this item, the insured shall bear the amount stated in the schedule as the first amount payable.
- c. where the insured elects to insure programmes (software), a schedule of such programmes shall be lodged with the Company at the commencement of each period of insurance.

## Definitions

### Indemnity period

The period during which the results of the business shall be affected in consequence of the accident beginning with the number of hours/days detailed in the schedule as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in the schedule as the indemnity period after such occurrence.

The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

### Accident (applicable to increased cost of working only)

1. Physical loss of, or damage to, the property insured described in the schedule from any cause as provided for under sub-section A of this section, liability under which sub-section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.
2. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than:
  - a. the deliberate act of the insured or any supply authority.
  - b. drought or shortage of fuel at any electricity utility.

Special conditions applicable to failure of the public supply of electricity:

- a. the liability of the Company shall not exceed the sum insured by this sub-section.
- b. the indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

### The limit of liability

The liability of the Company shall not exceed the amounts specified in the schedule (relating to sub-section B) in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the Company of any sum or sums in discharge of the Company's liability in terms of this sub-section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance. The insured shall pay to the Company the additional premium required by the Company calculated pro rata from the day of the accident to the end of the period of insurance.

### Specific exceptions to sub-section B

Unless specifically provided for:

#### 1. Fines and damages

The Company shall not be liable to indemnify the insured in respect of fines or damages for breach of contract for late or non-completion of orders or any penalties of whatsoever nature.

#### 2. Loss of profit

The Company shall not be liable to indemnify the insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

## Clauses and extensions

### Reinstatement

Notwithstanding anything to the contrary contained in this sub-section, it is hereby declared and agreed that, in the event of any interruption, following loss or damage, being aggravated by:

1. the insured being unable, or unwilling to, replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time, or
2. additions, alterations or improvements being effected to the property insured on the occasion of its repair, the Company's liability under this section shall be related solely to the business interruption which would have arisen in the absence of 1 and 2.

### Telkom access lines (if stated in the schedule to be included)

Subject to the limits specified in the schedule, consequential loss as provided for under defined events 1 and 2 of sub-section B arising from accidental failure of the Telkom access lines is included, provided always that the insurance under this extension shall be subject to the special conditions below.

Special conditions applicable to Telkom access lines

1. The liability of the Company shall not exceed the sum insured by this sub-section.
2. The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.
3. The insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.

## General memoranda

### Memo 1 – Capital additions and currency fluctuations

The indemnity by this section shall include:

1. additional equipment or programmes purchased by the insured of a similar nature to that specified in the schedule, provided that, in respect of loss or damage due to electrical, mechanical or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the insured's premises;
2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured;

Provided that the increase shall not exceed, by more than 25%, the total sum insured for sub-section A specified in the schedule, it being agreed that the insured will advise the Company of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon, but not exceeding 50% of the difference.

### Memo 2 – Prevention of access

If, during the indemnity period, the business at the premises is interrupted or interfered with, in consequence of the insured being prevented from having access to the property insured situated at the premises, caused by damage to property within a 10-kilometre radius of the insured premises as described in the schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, the Company shall indemnify the insured for loss resulting from such interruption or interference in accordance with the provisions contained herein,

Provided that:

1. the insured is not entitled to indemnity as provided for in this extension under any other policy or section of this policy.
2. this section shall not be brought into contribution with any other policy or section of this policy bearing a like extension.

## **Special exception (sub-sections A and B)**

### **Viruses, trojans and worms**

The Company shall not indemnify the insured for loss or damage of whatsoever nature arising directly or indirectly out of, or in connection with, the action of any computer virus, trojan or worm(s) or other similar destructive media.

### **General extension**

#### **Incompatibility cover** (if stated in the schedule to be included)

Notwithstanding anything to the contrary in the policy, the indemnity by sub-sections A and B of this section shall indemnify the insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programmes to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system, or in consequence of the replacement or upgrading of legal programmes,

Provided always that:

1. the costs provided for in 1, 2 and 3 above shall be necessarily and reasonably incurred to maintain normal working conditions.
2. such additional costs shall be incurred as a direct consequence of indemnifiable loss, or damage in terms of sub-sections A or B (item 2) of this section.
3. the cover afforded hereunder shall be restricted to:
  - a. parts or components of the electronic system which are not indemnifiable under sub-section A hereof.
  - b. programmes or data reinstated not indemnifiable under (item 2) of sub-section B hereof.
4. the indemnity by this extension shall, in respect of any one event, be limited to the amount stated in the benefit schedule or the sum insured in the schedule whichever is higher.

## Section 21: Livestock section (Pedigreed animals)

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### Defined events

The Company hereby agrees, that if during the period of insurance any animal specified in the schedule shall suffer injury resulting solely and directly from accident caused by outward violent and visible areas or illness or disease which shall directly and independently of any other cause result in death then the Company shall subject to the terms, exceptions and conditions contained herein or endorsed hereon, pay compensation to the insured up to but not exceeding the amount specified in the schedule in respect of such animal.

Where the period of insurance is for a term of 12 months should any accident occur or illness or disease manifest itself during the period of insurance then the Company will compensate the insured in the event of death of such animal which occurs within 30 days after expiry of the insurance provided that written notice of such accident, illness or disease has been given to the Company before expiry of this insurance.

### Freezing of livestock

The defined events section is extended to provide cover in respect of loss or sustained as a result of damage in respect of death of the animal specified, directly caused by:

1. storm, wind, water, hail and snow.
2. freezing with the exception of loss due to a drop in temperature which is not accompanied by storm, wind, water, hail or snow,

Provided that:

- a. no cover in terms of this extension will be applicable within the first 7 days after inception of such cover.
- b. the liability of the Company in respect of any animal shall not exceed the sum insured set against such animal in the schedule.
- c. the insured shall be liable for the first amount payable stated in the schedule of each and every claim.

### Specific conditions

1. The insured shall at all times exercise all reasonable care and safeguard the animals against loss or danger of loss, accident or illness and shall comply with all reasonable regulations and directions given by the Company or by a qualified veterinary surgeon employed by the Company.
2. The insured will immediately notify the Company of any accident to or loss of any animal insured by this section and shall at the insured's expense immediately provide for adequate attendance and treatment.
3. The insured undertakes to comply with all laws rules and regulations relating to the transportation of animals.
4. In the event of an occurrence which gives rise to a claim or which may give rise to a claim the insured shall give the Company immediate notice of such event:
  - i. the insured shall at his own expense, within 14 days after such event, supply the insurer with a completed claim form together with all other information as may be required including any qualified veterinary surgeon's certificates, photos and satisfactory proof of the death, identity and value of the animal.
  - ii. if the Company alleges that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with the insured.
  - iii. if the Company admits the claim, the insured may dispose of the carcass to best advantage and the amount realised shall be offset against the amount of the claim.

## Exceptions

The Company shall not be liable in respect of loss directly or indirectly resulting from or arising out of:

1. destruction in compliance with the requirements of any statute or any order of a Government Department or Local Authority except that the Company will not invoke this particular exception as a defence:
  - a. where an insured animal suffers an injury or is affected with an excessively painful disease and a qualified veterinary surgeon appointed by the Company certifies that it is incurable and so excessive that immediate destruction is imperative for humane reasons; or
  - b. where an insured animal suffers an injury and a qualified veterinary surgeon appointed by the insured shall first have given a certificate that the suffering of the animal is incurable and so extensive that immediate destruction is imperative for humane reasons without waiting for the appointment of a veterinary surgeon by the Company,

Provided that in respect of paragraphs (a) or (b) above the Company shall be given the opportunity of having a post mortem examination carried out by the veterinary surgeon should they so desire.

2. accident, illness or disease sustained or contracted elsewhere than within the Republic of South Africa
3. accident, illness or disease sustained or contracted during transit by air or by sea.
4. accidental plant poisoning or poisoning arising out of feeding and/or watering and/or dipping except to the extent of 65% of the sum insured.
5.
  - a. any surgical operation unless conducted by a qualified veterinary surgeon and is certified by him to have been necessitated solely by accident, disease or illness as insured in terms of this policy and carried out in an attempt to preserve the animal's life.
  - b. the administration of any medication unless by a qualified veterinary surgeon (or experienced personnel directed by him) and certified by a veterinary surgeon to have been of a prophylactic nature or necessitated by accident, disease or illness as insured by this policy. As used herein "medication" includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink.
6. Redwater fever.
7. Heartwater fever.
8. Gall sickness.
9. Pulpy kidney.
10. Blue tongue.
11. any tick-borne disease manifesting itself within 30 days of the inception of the cover under this section.
12. consequential loss however this may arise.
13. straying, theft or attempted theft of animals.
14. unfitness for or incapacity to fulfil the functions for which the animal is kept.
15. death due to starvation or malnutrition.
16. trampling or suffocation due to overloading of any vehicle being used to transport the insured animal.
17. malicious or wilful injury caused by the insured or any person acting on behalf of the insured.
18. liability to any third party.
19. damage to or loss of livestock not belonging to the insured or held in trust by or in the custody or under the control of the insured.
20. illegal transportation, trade or risks of contraband.
21. attack by dogs or wild animals.
22. inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy.

## Conditions

### 1. Situation and use

- a. No animal shall be removed from the situation as stated in the schedule for the purpose of being kept permanently elsewhere without the written consent of the Company.
- b. No animal shall be used for purposes other than those stated in the proposal without the written consent of the Company.

### 2. Notification of claim

- a. The insured shall give immediate notice to the Company of any illness of or accident to any animal described in the schedule and shall at his own expense immediately provide for adequate attendance and treatment by a Veterinary Surgeon and when required shall furnish a report by the attending Veterinary Surgeon on the condition of the animal. The insured shall at all times use and exercise all due and reasonable care and safeguard against loss or danger of loss and shall comply with all reasonable regulations and directions given by the Company or by a Veterinary Surgeon employed by the Company.
- b. On death of any animal described in the schedule the insured shall immediately give notice thereof to the Company's offices as stated in the schedule and shall give the Company the opportunity of inspecting the carcass by not butchering or disposing of such carcass before expiry of a minimum period of twenty-four hours after such notice has been received by the Company.

The insured at his own expense shall within fourteen days after being requested to do so, furnish the Company with such information accompanied by such Veterinary Certificate(s) and satisfactory proof as to the death, identity and value of the animal as the Company may require. The burden of proving that an insured animal has not died from an excepted cause as described in this policy shall rest upon the insured. If the claim is admitted the insured shall dispose of the carcass to the best advantage and the amount realised shall be for the benefit of the Company.

### 3. Contribution and other types of insurance

- a. If at the time any claim arises under this section, there is any other policy covering the same risk or any part thereof whether effected by or on behalf of the insured or any other person the Company shall not be liable to pay or contribute more than the rateable proportion of the claim.
- b. This insurance does not cover any loss which at the time of such loss is insured by or would, but for the existence of this section, be insured by any fire, marine or transit policy or such policy or policies had this insurance not been effected.

### 4. Average

If at the time of any loss of livestock as insured under this section it is found that the number of animals is higher than the number insured, then the insured shall be his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

## Warranty

It is warranted that at the commencement of this insurance each animal is in sound health and is free from any ailment, illness, disease, lameness, injury or disability.

In respect of pedigree animals, the insured warrants authenticity of such pedigree which must be produced prior to payment of compensation.



## **Extensions** (if stated in the schedule to be included)

### **Malicious damage**

Loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage but excluding loss or damage caused by or arising from theft or any attempt thereat, provided that this extension does not cover.

1. consequential or indirect loss or damage of any kind or description whatsoever.
2. loss or damage resulting from total cessation of work or the retarding or interruption or cessation of any process or operation.
3. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
4. loss or damage related to or caused by any occurrence referred to in general exception (a) (i), (ii), (iii),(iv), (v), or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that by reason of provisions 1, 2, 3, or 4 loss or damage is not covered by this policy the burden of proving the contrary shall rest on the insured.

## **Endorsements** (if stated in the schedule to be included)

1. a. Impotence of bulls/rams as a result of accident only

Should the animal described in the schedule be proved by production of satisfactory evidence and certificate to be permanently impotent or infertile or to be permanently incapable of natural service as a result of an injury caused by accidental violent external and visible means and sustained during the period of insurance the Company shall after a period of 3 calendar months has elapsed from the date of notification of the impotency, infertility or incapability of natural service, make good the difference between the sum realised by disposal of the animal and the amount insured as stated in the schedule, Provided that the Company shall not be liable for any claims in respect of consequential loss, however this may arise.

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- b. Impotence of bulls/rams as a result of accident and/or illness and/or disease

Should the animal described in the schedule be proved by production of satisfactory evidence and certificate to be permanently impotent or infertile or to be permanently incapable of natural service as a result of an injury caused by accidental, violent external and visible means or as a result of illness and or disease sustained during the period of insurance the Company shall after a period of 3 calendar months has elapsed from the date of notification of the impotency, infertility or incapability of natural service, make good the difference between the sum realised by the disposal of the animal and the amount insured as stated in the schedule, provided that the Company shall not be liable for any claims in respect of consequential loss, however this may arise.

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2. **Redwater fever**

Exception 6 is cancelled.

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3. **Heartwater fever**

Exception 7 is cancelled.

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4. **Gall sickness**

Exception 8 is cancelled.

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5. **Pulpy kidney**

Exception 9 is cancelled provided that the particular animal has been inoculated against this illness, 6 months prior to the death thereof and provided further that the serum has been correctly stored and used as prescribed in the directions of use.

## **6. Blue tongue**

Exception 10 is cancelled provided that the particular animal has been inoculated against this illness within the 12 months prior to the death thereof and provided further that the serum has been correctly stored and used as prescribed in the directions of use.

### **Memo applicable to endorsements 5 and 6**

It shall be a condition precedent to liability under this section that proof of inoculation in the form of a certificate signed by a veterinary surgeon or if the insured has administered the inoculation himself, a certificate signed by the insured and counter-signed by a neighbouring farmer shall be received by the Company immediately after the administration of the inoculation and prior to occurrence of the claim.

## **7. Calf extension**

This section of the policy is extended to provide cover for a calf or twin calves older than 24 hours but less than 6 months of age provided that the Company's liability in respect of such calf or twin calves shall not exceed 20% of the insured amount of the insured cow.

This extension will not be applicable in respect of twin calves in the event of the death of only one of them.

In the event of payment of compensation in terms of this extension the insured amount of the insured cow shall be reduced by the amount of such compensation.

## **8. Lamb extension**

This section of the policy is extended to provide cover for a lamb or twin lambs older than 24 hours but less than 6 months of age provided that the Company's liability in respect of such lamb or twin lambs shall not exceed 20% of the insured amount of the insured ewe.

This extension will not be applicable in respect of twin lambs in the event of the death of only one of them.

In the event of payment of compensation in terms of this extension the insured amount of the insured ewe shall be reduced by the amount of such compensation.

## **9. Poisoning**

Exception 4 is cancelled.

## **10. Theft**

Notwithstanding Exception 13 this section is extended to included theft or attempted theft of the insured animals,

Provided that:

1. in the event of a claim the insured immediately notify the police and take whatever steps are necessary to assist in the recovery of such cattle.
2. the Company will not pay for any claims for theft of insured animals if the police reference number is not supplied with the claim form.
3. the insured shall be liable for the first amount payable stated in the schedule of each and every claim.

## **11. Comprehensive transit cover only**

It is hereby declared and agreed that the cover offered by this section is restricted to loss sustained as a result of death of an animal specified in the schedule whilst in transit or within 14 days thereafter as a result of any accident, illness or disease sustained or contracted during the transit,

Provided that:

1. the liability of the Company in respect of any animal shall not exceed the sum insured set against such animal in the schedule.
2. the insured shall be liable for the first amount payable stated in the schedule of each and every claim.

## **12. Limited transit cover** (fire, collision, derailment and overturning only)

It is hereby declared and agreed that the cover offered by this section is restricted to loss sustained as a result of death of an animal specified following fire, collision, derailment or the overturning of the means of conveyance in which it is being conveyed or within 14 days thereafter as a result of any accident, illness or disease sustained or contracted during the transit, provided that:

1. the liability of the Company in respect of any animal shall not exceed the sum insured set against such animal in the schedule.
2. the insured shall be liable for the first amount payable stated in the schedule of each and every claim.

## **13. Attack by dogs and wild animals**

Exception 21 is cancelled, and this section is extended to provide cover in respect of loss or sustained as a result of death of the animal specified, directly caused by attack by dogs or wild animals excluding dogs or wild animals belonging to the insured, members of his household or his employees or kept in their custody, provided that:

1. the liability of the Company in respect of any animal shall not exceed the sum insured set against such animal in the schedule.
2. the insured shall be liable for the first amount payable stated in the schedule of each and every claim.

## **Specific conditions**

1. The insured shall at all times exercise all reasonable care and safeguard the animals against loss or danger of loss, accident or illness and shall comply with all reasonable regulations and directions given by the Company or by a qualified veterinary surgeon employed by the Company.
2. The insured will immediately notify the Company of any accident to or loss of any animal insured by this section and shall at the insured's expense immediately provide for adequate attendance and treatment.
3. The insured undertakes to comply with all laws rules and regulations relating to the transportation of animals.
4. In the event of an occurrence which gives rise to a claim or which may give rise to a claim the insured shall give the Company immediate notice of such event:
  - i. the insured shall at his own expense, within 14 days after such event, supply the insurer with a completed claim form together with all other information as may be required including any
  - ii. qualified veterinary surgeon's certificates, photos and satisfactory proof of the death, identity and value of the animal
  - iii. if the Company alleges that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with the insured
  - iv. if the Company admits the claim, the insured may dispose of the carcass to best advantage and the amount realised shall be offset against the amount of the claim.

## Section 22: Pivot irrigation systems

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### Sub-section A – Material damage – Pivot irrigation systems

#### Defined events

Sudden and unforeseen physical loss of or damage from any cause not hereinafter excluded necessitating its repair or replacement (hereinafter called the incident), occurring at or about the premises within the territorial limits to the insured property as specified in the schedule under this sub-section and being pivot irrigation system items owned by the insured or hired-in by the insured and then only if hired in terms of written and signed hire and maintenance agreements requiring the insured to arrange insurance for the hired-in item. Any insured item shall have been successfully tested, commissioned and put into operation in accordance with the manufacturer's instructions.

#### Specific terms, conditions and obligations applicable to sub-section A

**1. Details required to appear on the schedule regarding any item insured under sub-section A**

The insured shall separately list and provide identification details in writing regarding each pivot irrigation system item insured under this sub-section.

**2. Age of insured property**

This sub-section shall not provide cover to any property which is older than 20 years since date of original manufacture.

**3. Regular servicing and maintenance of the insured property**

It is a condition precedent to liability under this sub-section that regular servicing and maintenance of the insured property as prescribed by the manufacturer shall be executed. The insured shall record and provide details of all servicing, maintenance and repairs done to the insured property at the request of the Company's Representative at any reasonable time. Failure to comply with this clause shall render this insurance and any loss or damage null and void unless agreed to by the Company in writing.

**4. Average (except where stated as agreed value)**

If the new replacement value of the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

**5. Agreed value (if stated against an item in the schedule to be included)**

Otherwise subject to the terms, exceptions, provisions and conditions contained in the policy or endorsed thereon, and if so elected and presented by the insured and accepted by the Company prior to the commencement or renewal of the policy, a pivot irrigation system item may be insured at a fixed agreed value valid for the policy period, that shall not exceed the market value plus 10%, nor shall the selected value be less than the market value minus 10%.

The market value shall be based on the fair value for the type, make, model, age and condition of the specific item at the inception of the policy period.

The agreed value shall not exceed the new replacement value of the specific item or its nearest equivalent as valued at the inception of the policy period. Should at the time of a loss incident, the Company's representative establishes that the selected value is indeed exceeding the actual new replacement value as valued at the inception of the policy period, the Company's maximum selected value liability shall be limited to the market value or the new replacement value, whichever is the lesser, both as valued at the inception of the policy period.

## 6. Reinstatement conditions clause

The basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same location property of the same kind or type but not superior to nor more extensive than the insured property when new, provided that:

- a. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to requirements of the insured subject to the liability of the Company not being thereby increased) shall be commenced and carried out with reasonable dispatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made.
- b. Until expenditure has been incurred by the insured in replacing or reinstating the property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.
- c. These conditions shall be without force or effect if:
  - i. the insured fails to intimate to the Company within 6 months of the date of damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property.
  - ii. the insured is unable or unwilling to replace or reinstate the property on the same or another location.

### Exceptions to sub-section A

The Company shall not be liable to indemnify the insured irrespective of the original cause in respect of:

1. the first amount payable in respect of sub-section A at any one location.

If at any location or premises more than one item described in the schedule suffers physical loss or damage in any one incident the first amount payable shall be the highest single amount applicable to such lost or damaged items.

2. loss or damage caused by any initial and or uninterrupted train of events arising solely from electrical/mechanical/electronic malfunction or failure of the insured property.

Should:

- a. other extraneous loss or damage arise to insured property as a result of such electrical/mechanical/electronic malfunction or failure then such loss or damage is not excluded.
- b. otherwise indemnifiable loss or damage give rise to electrical/mechanical malfunction or failure then such malfunction or failure is not excluded.

3. loss of damage to insured property comprising exchangeable or expendable units parts attachments and components of limited life span such as but not restricted to blades, impellers, sieves, screens, filters, seals, ropes, cables, belts, batteries, tyres or other components regularly replaced unless caused as a consequence of other indemnifiable loss or damage whereupon the Company will pay an amount representing the depreciated residual value of such excluded items.
4. loss or damage to operating media such as but not limited to oils, greases, coolants, fluids, etc. unless as a consequence of indemnifiable loss or damage to the insured items.
5. loss or damage arising from wear and tear, fatigue, failure, gradual deterioration, rust or other atmospheric action, caused by or naturally resulting from ordinary usage or working but other indemnifiable loss or damage arising from the aforementioned is not excluded.
6. loss or damage to any insured property whilst located on any waterborne vessels or craft or attached to any machinery thereon.
7. loss or damage arising from faults or defects in the insured property known to the insured or his responsible employees at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company, or any consequences thereof.
8. loss or damage arising from tandem or multi-lift operations unless specifically agreed to by the Company.

9. loss or damage discovered during routine servicing unless associated with a specific incident.
10. loss or damage occurring whilst any item of insured property is undergoing tests of any kind deliberately overloaded or is being used in a manner or for any purpose other than that for which it is designed.
11. loss or damage whilst underground or to any underground components, cables or pipes.
12. consequential loss or liability of any nature whatsoever loss of use or depreciation other than as specifically provided elsewhere within the policy.
13. liquidated damages or penalties for delay or detention or in connection with guarantees of performance or efficiency.
14. loss or damage arising from detention, confiscation, destruction or requisition by Customs or any other officials or Authorities.
15. loss or damage to any component of any insured property that contain and/or control and/or consist of any type of laser device, such as but not limited to laser gain media, modulators, resonators and processors. This exception does not apply to the CD or DVD drives of a computerised control system.
16. any loss or damage to any insured property or any consequences thereof arising out of electrical voltage unbalance/single-phasing.

### **Basis of indemnification sub-section A**

In addition to the indemnity as stipulated under the general exceptions, conditions and provisions of this policy, the indemnity provided under this sub-section shall be as follows:

#### **1. Partial loss**

If the insured property suffers damage the basis of indemnification shall be the costs and expenses reasonably and necessarily incurred to restore the damaged property to its working condition immediately before the occurrence of the damage including the costs of dismantling re-erection as well as ordinary freight and customs dues provided that:

- a. any existing, undamaged parts of the damaged item(s) which can be reasonably utilised shall be used in the repairs.
- b. the costs of any alteration addition improvement or overhaul carried out at the time of repair are not recoverable under this policy.
- c. if without the consent of the Company temporary repairs are carried out by the insured in the interests of safety or to minimise further loss or damage to the insured property the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the insured property any additional costs so incurred or consequences arising there from will be for the account of the insured.
- d. where the damage is restricted to a part or parts of an insured item, the Company shall not be liable for an amount greater than the value of such part or parts which are lost or damaged as allowed for within the sum insured.

In the event of Theft, the percentage first amount payable by the insured shown in the schedule under sub-section A shall be doubled and become the first amount payable by the insured for theft under sub-section A.

#### **2. Total loss**

In the event that the insured property is totally lost or destroyed the amount payable shall be the cost of removing the damaged property (limited to removal costs not exceeding 10% of the sum insured of the damaged items) less the value of the remains plus:

- a. the cost of replacing or reinstating on the same location property of equal performance capacity and age but not superior to or more extensive than the insured Item insofar as is practicable, or
- b. the local open market value of the insured item immediately before the damage took place such value to be calculated by deducting reasonable equitable depreciation from the installed new replacement value of the item (always subject to a minimum value of 25%) of the installed new replacement value but subject proportionally where applicable in terms of average as set out

under specific terms and conditions applicable to sub-section A, 4. Average, whichever is the lower.

The insured item shall be regarded as totally destroyed if the repair costs (as defined under partial loss) equal or exceed the value as defined in 2 (b) above immediately before the incident.

In the event of theft, the percentage first amount payable by the insured shown in the schedule under sub-section A shall be doubled and become the first amount payable by the insured for theft under sub-section A.

## **Definitions**

### **1. Sum insured – New replacement value**

The sum insured for pricing purposes of each item listed in the schedule shall be equivalent to the current new replacement value of such item as installed on location at the premises. The maximum limit of indemnification of each item shall be the market value on the day before any incident, subject to liability having been accepted by the Company.

## **Sub-section B – Liability to third parties**

### **Defined events**

Damages which the insured shall become legally liable to pay during the period of insurance, consequent upon any incident, occurring at the premises within the territorial limits, caused by or through or in connection with any insured Item in terms of sub-section A in respect of:

- i. death of or bodily injury to any person but excluding death of or bodily injury to any person in the employ of the insured(s) arising from and in the course of such employment or being a member of the same household as the insured(s) and/or its directors/members and/or its employee(s).
- ii. damage to property other than property belonging to the insured(s) and/or its directors/members and/or its employee(s) or held in trust by or in the custody or control of the insured(s) and/or its directors/members and/or its employee(s).

The Company shall also, in terms of and subject to the limitations of and for the purpose of this sub-section pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any incident which may be the subject of indemnity under this sub-section, provided that the total of the Company's liability under this extension shall not exceed the limit of indemnity stated to apply to sub-section B.

## **Specific terms and conditions applicable to sub-section B**

### **1. Limit of indemnity**

The liability of the Company under this sub-section in respect of any one cause in connection with any one insured shall not exceed the limit as stated in the benefits schedule inclusive of all legal and any other costs and expenses.

### **2. Compliance with the specific terms, conditions and obligation applicable to sub-section A**

Compliance with the specific terms, conditions and obligations applicable to sub-section A is a condition precedent to acceptance of any liability under sub-section B of this section.

## **Exceptions to sub-section B**

The Company shall not be liable under this sub-section in respect of:

- a. the first amount payable in respect of sub-section B at any one location.
- b. any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.
- c. loss of or damage to any seeds, crops, plant growth, water, fertiliser, insecticides, pesticides and any other crop production related costs and expenses.

## Definitions applicable to sub-section B

### 1. Incident

The term incident shall mean an occurrence or series of occurrences arising from one cause in connection with any one insured item insured under sub-section A and in respect of which indemnity is provided under this sub-section of the policy.

## Special conditions (applicable to sub-sections A and B)

### 1. Special condition precedent to liability regarding Protective Measures on Pivot irrigation systems:

- a. It is a condition precedent to liability under sub-sections A and B that each insured pivot irrigation system shall be equipped with the following working automatic safeguards to its respective components before inception of this policy and that such protection shall be maintained in a sound working order during the period of insurance:
  - i. low water pressure safety switching.
  - ii. temperature cut-out switching for too low and too high temperatures.
  - iii. drain valve.
  - iv. in line control.
  - v. lightning conductors, at the pivot irrigation system cable-end and at the power-supply switchboard cable-end away from the pivot irrigation system as well as at all pumps and their switchboards.

Any deliberate by-passing, short circuiting or similar disarming of any safeguards built into the insured property and causing damage therefrom shall render this insurance and any consequential loss following null and void.

- b. It is a condition precedent to liability under sub-sections A and B that each insured pivot irrigation system and any buildings or structures containing any electrical or electronic equipment connected to any insured pivot irrigation system items shall be appropriately and adequately protected by suitable safeguards against lightning and electrical supply fluctuations before inception of this policy and that such protection shall be maintained in a sound working order during the period of insurance.

The insured shall at any time when requested by the Company's Representative, produce a statutory valid Certificate of Compliance regarding the above adequate suitable safeguards that was issued/ renewed no more than 6 (six) months before the start of the insurance period and not later than the starting date of the insurance period.



## Section 23: Machinery insurance section

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### Sub-section A: Material damage to power-driven non-mobile machinery

#### Defined events

Sudden and unforeseen physical loss of or damage from any cause not hereinafter excluded necessitating its repair or replacement (hereinafter called the incident) at or about the premises within the territorial limits to the insured property specified in the schedule under this sub-section being power-driven non-mobile machinery items whilst it is at work or at rest, being dismantled moved repositioned cleaned inspected overhauled or during subsequent re-installation at its location within the premises.

#### Specific terms, conditions and obligations applicable to sub-section A

##### 1. Details required to appear on the schedule regarding any item insured under sub-section A

The insured shall separately list and provide identification details in writing regarding each power-driven non-mobile machinery item to be insured under this sub-section.

##### 2. Machinery not qualifying for cover

This section shall not provide cover to:

- a. any machinery located on or attached to any vehicle, craft or any other mobile machine, device, equipment or any temporary structure, and does not cover any hand tools whether power-driven or manual.
- b. any machinery older than 20 years since original manufacture.
- c. any hired-in machinery.

##### 3. Regular servicing and maintenance

It is a condition precedent to liability under this sub-section that regular servicing and maintenance of the insured property as prescribed by the manufacturer shall be executed. The insured shall record and provide details of all servicing, maintenance and repairs done to the insured property at the request of the Company's representative at any reasonable time. Failure to comply with this clause shall render this insurance and any loss or damage regarding the insured Item null and void unless agreed to by the Company in writing.

#### Specific exceptions

1. The first amount payable as stated in the schedule in respect of sub-section A, applicable to each and every incident giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured.
2. Irrespective of the proximate cause of the damage the indemnity granted by this policy shall not apply to nor include damage directly or indirectly caused by or arising out of:
  - a. fire, extinguishing of a fire, explosion, lightning and thunderbolt.
  - b. convulsions of nature such as subsidence, landslide, rockfall, earthquake or earth tremor (whether as a result of mining operations or not) or volcanic eruption, storm, cyclone, flood, tsunami, inundation, hail, snow.
  - c. theft, collapse of buildings, impact by animals or vehicles, aircraft or other aerial or space devices or objects dropped therefrom, sonic shockwaves.
  - d. water or any liquid which escapes from its containing apparatus, leakage or discharge from any sprinkler or other extinguishing agent subsequent demolition, dismantling and clearance of debris.
  - e. faults or defects in the insured property known to the insured or his responsible employees at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company, or any consequences thereof.

3. Loss or damage resulting during commissioning deliberate overloading tests or experiments requiring the imposition of abnormal conditions or damage caused due to the misapplication of tools or equipment.
4.
  - a. Repair or replacement due to normal wearing away of the material of the machinery slowly developing deformation, intermitted occurrences, distortion or gradual deterioration but other resultant insured Incidents are not excluded hereby.
  - b. Loss of or damage to refractories, exchangeable or expendable parts and tools such as but not limited to seals, gaskets, bits, cutters, knives, blades, dies, moulds, patterned rollers, sieves, chains, belts, ropes, conveyor belts, jointing and packing material, fuses, electrical contacts at which sparking or arcing occurs heating elements, collecting brushes but if as the result of other indemnifiable damage provided for by the policy the above items are damaged then the Company shall indemnify the insured for any remaining residual value with the proviso that such items have been included in the sum insured.
5. Consequential loss delay or interruption of the business or liability of any nature whatsoever other than losses specifically provided for herein.
6.
  - a. Repairing replacing reinstating or making good any part of the property insured which is defective in material workmanship design plan or specification.
  - b. Damage to machinery described in the schedule involved in overhaul, maintenance or repair arising from or occasioned by any defective workmanship or the use of defective materials.
7. Loss or damage to any pivot irrigation systems and its components.
8. Loss or damage to any component of any machinery that contain and/or control and/or consist of any type of laser device, such as but not limited to laser gain media, modulators, resonators and processors.
9. Loss or damage to any insured property whilst located on any waterborne vessels or craft or attached to any machinery thereon.
10. Any loss or damage to any insured property or any consequences thereof arising out of electrical voltage unbalance/single-phasing.
11. Loss or damage to any frame-saws, any boilers used in timber production and any machinery used in sugar cane farming and production.

### **Basis of indemnification applicable to sub-section A**

In addition to the indemnity as stipulated under the general exceptions, conditions and provisions of this policy, the indemnity by this sub-section, subject always to the sums insured contained in the schedule or any specific limit of liability contained in this sub-section, shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and value added tax.

#### **1. Partial loss**

If the insured property suffers damage the basis of indemnification shall be the costs and expenses reasonably and necessarily incurred to restore the damaged machinery to its working condition immediately before the occurrence of the damage including the costs of gaining access dismantling re-erection as well as ordinary freight and customs dues provided that:

- a. any existing undamaged parts of the damaged item(s) which can reasonably be utilised shall be used in the repairs, otherwise the value of the new parts used instead shall be deducted.
- b. the costs of any alteration addition improvement or overhaul carried out at the time of repair or replacement are not recoverable under this policy.
- c. if without the consent of the Company temporary repairs are carried out by the insured in the interests of safety or to minimise further loss or damage to the insured property the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the insured property any additional costs so incurred or consequences arising therefrom will be for the account of the insured.

- d. where the damage is restricted to a part or parts of an insured item the Company shall not be liable for an amount greater than the value of such part or parts which are lost or damaged as allowed for within the sum insured.

## **2. Total loss**

In incidents where the insured items are totally destroyed the amount payable shall be the cost of removing the damaged machinery less the value of the remains plus:

- a. the cost of replacing or reinstating on the same location machinery of equal size output or capacity but not superior to or more extensive than the insured item insofar as is practicable or;
- b.
  - i. the local market value of the machinery immediately before the loss being the value of similar machinery of equal age, size, output or capacity;
  - ii. where similar machinery is not available the amount payable shall be the installed new replacement value of the nearest higher equivalent machinery depreciated by 5% per annum;

whichever is the lower of (a) or (b) (but always with a minimum residual value of 25% of the new replacement value of (b) (i) or (ii) whichever is applicable reduced proportionally should the condition of Average apply.

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

The insured Item shall be regarded as totally destroyed if the repair costs (as defined under 1. partial loss) equal or exceed the values as defined in 2(b) (i) or (ii) (whichever is applicable) immediately before the loss. No depreciation will be applied to insured items under 3 years of age.

## **3. Sum insured for premium pricing and values applicable to indemnification**

The sum insured for premium pricing purposes of each item to be provided by the insured on the schedule shall be equivalent to the current new replacement value of such item. However, the maximum limit of indemnification of each item shall be the market value on the day before any loss incident, or the selected value, as defined if selected value is the sum insured.

## **Specific terms and conditions and standard extensions**

### **1. Foundations**

Should there be damage to the foundations of the property insured arising from an indemnifiable occurrence the policy is deemed to include repair or replacement of such foundations with the proviso that the new replacement value of such foundations is included in the sum insured.

### **2. Transit and temporary premises extension**

The policy is extended to provide cover for insured property in transit to, from and at (including loading/unloading) any temporary premises for purposes of repair. As a consequence of this extension exception 1 will not apply with the proviso that this extension will only be applicable to any shortfall in indemnity provided elsewhere.

### **3. Operating media**

Provided that the current new replacement value of all operating media of an insured item such as but not limited to oils, greases, coolants, fluids, refrigerants, etc. has been added to the current new replacement value of that insured item and both values included in the sum insured the policy extends to cover the costs of any processing recharging or renewal of any operating media (gas oil or refrigerant) necessary following an indemnifiable loss incident.

### **4. Market value**

Market value shall be calculated on the basis that for each year of life (or part thereof) the current new replacement value of an identical machine is reduced proportionally over a period of 15 years subject always to a minimum residual indemnification of 25% should the condition of average not apply.

**Extensions to sub-section A of this policy** (to be stated in the schedule or by endorsement to be included)

**1. Damage to surrounding property** (if stated against an Item(s) in the schedule to be included)

It is agreed and understood that otherwise subject to the terms, exceptions, provisions and conditions contained in the policy or endorsed thereon, and subject to the insured having paid the agreed extra premium, this insurance shall be extended in respect of those item(s) so stated in the specification of the policy to include any sudden and unforeseen physical loss of or damage to property of the insured other than his own machinery insured under this or any other similar policy and to indemnify the insured in respect of any such sums which the insured becomes legally liable to pay as damages consequent upon:

- a. accidental bodily injury to or illness of third parties (whether fatal or not),
- b. accidental loss of or damage to property belonging to third parties arising as the direct consequence of and solely due to explosion or collapse or tearing apart on account of centrifugal forces originating from the item(s) referred to herein above.

**Special conditions**

1. The Company shall not indemnify the insured in respect of:
  - a. the expenditure incurred in making good or repairing or replacing anything covered or coverable under the policy;
  - b. liability consequent upon:
    - i. bodily injury to or illness (whether fatal or not) of employees or workmen of the insured or members of their families;
    - ii. any agreement by the insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.
2. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company, who are entitled, if they so desire, to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the insured any claim for indemnity or damages or otherwise and who have full discretion in the conduct of any proceedings or in the settlement of any claim; the insured shall give all such information and assistance as the Company may require.
3. The Company may so far as any accident is concerned pay to the insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and shall thereafter be under no further liability in respect of such accident.

**2. Explosion of boilers or pressure vessels** (if stated against an Item(s) in the schedule to be included)

The policy extends to indemnify the insured against sudden and unforeseen loss or damage to the boilers and/or pressure vessels specified in the schedule directly caused by explosion which shall mean the sudden and violent rending apart thereof by force or internal pressure or ignited flue gases causing violent bodily displacement of any part together with forcible ejection of the contents of the insured item.

All loss or damage outside the item(s) of machinery insured due to spreading of such fire or chemical explosion or the extinguishing of such fire shall be excluded. The limit of liability of the Company under this extension shall not exceed the sum insured for such item(s) stated under sub-section A in the schedule. No cover shall be given to insured boilers or pressure vessels that are not in full compliance with the required statutory requirements and inspections.

**3. Protective brickwork and refractories** (if the value had been added to the sum insured of an item(s) in the schedule to be included)

The policy is extended to cover the costs of direct/indirect loss damage or necessary removal or replacement of any refractories or protective brickwork associated with insured property arising from an indemnifiable event to the insured property provided that the indemnity given in the case of refractories

will be the amount that the unexpired portion of life bears to the normal life and in the case of brickwork the normal costs to remove or replace the brickwork with the proviso that the sum insured for the insured item shall include the new replacement value of all protective brickwork and refractory materials.

**4. Loss of contents of liquid storage containers** (if stated against an Item in the schedule to be included)

Otherwise subject to the terms, exceptions, provisions and conditions contained in the policy or endorsed thereon, and subject to the insured having paid the agreed extra premium, the cover in terms of this policy is extended to include the costs of loss, recovery or any reprocessing costs following recovery of the liquid contents of any storage containers caused directly by an indemnifiable incident to such insured storage container item with the proviso that any losses caused by or consequent upon evaporation, pollution, contamination, chemical action or naturally resulting trade losses, overfilling or inadvertent drainage are excluded. The limit of liability shall be the sum insured of the liquid contents and the first amount payable are as stated in the schedule. The basis of calculation of costs of such loss, recovery or any reprocessing costs shall be in accordance with the insured's normal production cost accounting and shall not make provision for any loss in sales or orders. For the purpose of this extension only, specific exception 2(d) is amended to read, "water or any liquid which escapes from any sprinkler or extinguishing agent subsequent demolition, dismantling and clearance of debris."

**5. Agreed value** (if stated against an item in the schedule to be included)

Otherwise subject to the terms, exceptions, provisions and conditions contained in the policy or endorsed thereon, and if so elected and presented by the insured and accepted by the Company prior to the commencement or renewal of the policy, a machinery item may be insured at a fixed agreed value valid for the policy period, that shall not exceed the market value plus 10%, nor shall the agreed value be less than the market value minus 10%. The market value shall be based on the fair value for the type, make, model, age and condition of the specific item at the inception of the policy period.

The agreed value shall not exceed the new replacement value of the specific item or its nearest equivalent as valued at the inception of the policy period. Should at the time of a loss incident, the Company's representative establishes that the agreed value is indeed exceeding the actual new replacement value as valued at the inception of the policy period, the Company's maximum agreed value liability shall be limited to the market value or the new replacement value, whichever is the lesser, both as valued at the inception of the policy period.

## **The indemnity and standard extensions applicable to sub-section A**

In the event of indemnity being granted the amount(s) claimable in terms of the policy shall not exceed the limit(s) specified in the schedule in respect of any one occurrence or series of occurrences arising out of any one event plus any additional costs in connection with the operation of any of the extensions (1-4) listed below.

**1. Automatic additions**

The policy is extended to provide indemnity at the insured's premises for additional machinery of a similar nature to that specified in the policy schedule provided that:

- a. Successful installation commissioning and normally accepted operating standards have been achieved.
- b. The total sum insured of all such additional machinery does not exceed the amount as stated in the benefit schedule.
- c. The insured shall advise the Company of such additions within 60 days of purchase otherwise cover shall cease.
- d. The insured shall pay the additional premium determined by the Company effective from the date of purchase.

**2. Architects' and other professional fees**

Professional fees necessarily and reasonably incurred in the reinstatement or replacement of equipment following indemnifiable loss or damage provided that the total amount payable in respect of such fees does not exceed the amount stated in the benefit schedule but shall not include expenses incurred in connection with the preparation of the insured's claim.

### **3. Clearance costs**

Costs necessarily and reasonably incurred by the insured in respect of demolition or dismantling of equipment and/or removal of debris and in providing/erecting/maintaining hoardings required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss or damage to such equipment including any costs arising from the activities of any public authority in dealing with the consequences of an insured peril having operated provided that the total amount recoverable does not exceed the amount stated in the benefits schedule.

### **4. Express delivery and overtime**

Extra charges for express delivery airfreight overtime Sunday and holiday rates of wages are payable in respect of the necessary and reasonable additional costs incurred by the insured for effecting repairs or replacement by the Company limited to 50% of the amount which the repair or replacement would have cost had these additional costs not been incurred.

## **General memoranda applicable to sub-sections A and B**

### **1. Interests of banks or other financial institutions**

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

- a. the policy being in force at the time of a loss or damage incident.
- b. the insured complying with all the requirements of the policy following a loss or damage incident.
- c. the insured advising the Company of such interest in the property insured at the time of the loss or damage incident.

### **2. Average (except where stated against an item(s) as selected value)**

The sum insured stated against each item of insured property shall at all times be equal to the current installed new replacement value unless otherwise stated. If the insured property is at the commencement of any loss or damage incident to such insured property by an indemnifiable incident of greater value than the sum insured thereon then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item if more than one shall be separately subject to this condition.

### **3. Reasonable precautions**

The insured shall in all circumstances take all reasonable precautions for the protection, maintenance and safety of the insured property and for the prevention of loss or damage and that only steady and competent employees are employed and that all buildings, ways, works and machinery are substantial and sound and in proper order and fit for the purpose for which they are used and that all acts of parliament and all by-laws and directions made by statutory or local authority are duly observed and complied with. If any defects or conditions of working which render the risk more than usually hazardous be discovered the insured shall immediately notify the Company and take steps to remedy the said defects or conditions and shall in the meantime cause such additional precautions to be taken as circumstances require.

## **Sub-section B: Deterioration of stock**

### **Defined events**

Loss or damage by deterioration or contamination of goods, hereinafter called the insured property, owned by or in the care custody or control of the insured whilst contained for the sole purpose of storage within a cold room, freezer, chamber or unit in a controlled environment at the locations on the insured's premises or premises all as listed in the schedule under this sub-section arising from a change in the controlled environment as the result of indemnifiable loss or damage, hereinafter called the Incident, as defined in sub-section A of this section having occurred to the machinery insured thereon.

## **Specific terms and conditions applicable to sub-section B**

### **The sums insured**

The sums insured shall reflect both:

1. the total amount at risk in each a cold room, freezer, chamber or unit in the controlled environment comprising the maximum sum total of the value at risk of all the stock/contents that might be stored therein at any time during the period of insurance, and
2. the total amount of the turnover in any one period of insurance comprising the sum total of the value of all the stock/contents stored during the period of insurance in each cold room, freezer, chamber or unit representing the maximum total value at risk at any one time.
3. at the end of the period of insurance the insured shall present and declare from their daily records the actual total amount of turnover achieved during the period of insurance and the final premium payable shall then be calculated thereon taking into account any premium already paid.

### **The indemnity**

The indemnity payable shall be:

1. the value of the insured property immediately prior to storage plus reasonable charges incurred by the insured for:
  - a. handling;
  - b. costs incurred for storage up until the time of the loss;
2. the cost of containers or packaging damaged as a result of the loss;
3. the costs of disposal;

but in total not exceeding the sum insured set against each chamber or total number of chambers affected by the loss less the monetary first amount payable.

### **First amount payable**

The amount stated in the excess schedule as the first amount payable is payable by the insured. If more than one controlled environment chamber is affected by loss or damage as insured in any one occurrence the first amount payable shall be limited to the highest single amount applicable to such controlled environment chambers.

## **Specific conditions precedent to liability and details required regarding items insured under sub-section A**

### **1. Alternative storage facilities**

It is a condition precedent to the liability of the Company under this extension that in the event of indemnifiable loss of or damage to the Machinery detailed in sub-section A of this machinery insurance policy schedule the insured shall make all reasonable efforts to obtain alternative storage facilities in order that any loss be avoided or diminished. The Company shall indemnify the insured for all costs necessarily and reasonably incurred in complying with this condition subject to a maximum limit stated in the benefit schedule.

### **2. Insured's duties regarding a claim event**

It is a condition precedent to liability that in addition to the requirements of 6. claims under the general exceptions, conditions and provision of this policy, no claim under this section shall be payable unless the terms of this specific condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company forthwith.

On the happening of any incident in consequence of which a claim might be made under this sub-section the insured shall as soon as reasonably possible inform the Company in writing and with due diligence do and concur with the Company's representatives(s) in presenting, doing and permit to be done all things which may be reasonably practicable to avoid or diminish the loss and in the event of a

claim being made under this sub-section shall, not later than thirty days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurances covering the loss or any part of it or consequential loss of any kind resulting therefrom.

### **3. Regular servicing and maintenance**

It is a condition precedent to liability that regular servicing and maintenance of the machinery insured under sub-section A and each cold room, freezer, chamber or unit listed on the schedule under sub-section A and B shall have been executed as prescribed by the manufacturer. The insured shall record and provide details of all maintenance and repairs done to such property at the request of the Company's representative at any reasonable time. Failure to comply with this clause shall render this insurance and any loss or damage regarding the insured Item null and void unless agreed to by the Company in writing.

### **4. Compliance with the specific terms, conditions and obligations applicable to sub-section A of this section**

Compliance with the specific terms, conditions and obligations applicable to sub-section A is a condition precedent to the acceptance of any liability under sub-section B of this sub-section.

### **5. Age and location**

This sub-section shall not provide cover to any loss or damage resulting from:

- a. any machinery located on or attached to any vehicle, craft or any other mobile machine, device, equipment or any temporary structure, and does not cover any hand tools whether power-driven or manual.
- b. machinery, cold room, freezer, chamber or unit older than 20 years since original manufacture.

## **Sub-section C: Machinery loss of gross profit**

### **Defined events**

Loss of gross profit due to reduction in turnover following interruption of or interference with the business in consequence of sudden and unforeseen physical loss of or damage from any cause not hereinafter excluded nor excluded in terms of sub-section A of this section, hereinafter called the Incident, occurring during the period of insurance to those insured item(s) from the schedule of sub-section A of this section that were also stated under sub-section C of this section in respect of which payment has been made or liability admitted under sub-section A of this section. Liability shall be deemed to have been admitted if such payment is precluded solely because the insured is required to bear the first amount payable of the claim amount. The Company shall indemnify the insured in accordance with the provisions of the specification hereinafter set out.

### **Specific terms and conditions applicable to this section**

#### **1. Financial and production details required regarding items insured under this section**

The insured shall make available to the Company's representative(s) in writing at any reasonable time when requested to do so the financial and production details regarding each item to be insured under this sub-section.

The financial and production details shall include:

- a. Daily operational and output records for the past 2 financial years of the production unit(s) that relies on the insured machinery item(s).
- b. Audited financial statements of the insured business for the past 2 financial years that include the contribution of the production unit(s).
- c. Incident records of the production unit(s), maintenance and repair records of the machinery item(s) insured during the past 2 years.



## **2. Sum insured and average**

The amount payable under this sub-section following an indemnifiable incident shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

## **3. Compliance with specific terms, conditions and obligations applicable to sub-section A of this section**

Compliance with the specific terms, conditions and obligations applicable to sub-section A is a condition precedent to the acceptance of any liability under sub-section C of this sub-section.

## **4. New or proto-type machinery**

This sub-section shall not provide cover in respect of:

- a. new machinery until at least 30 consecutive days of trouble-free running have been completed by such machinery,
- b. proto-type machinery until at least 3 consecutive months,

or that period which the Company may require to be completed of trouble-free running by such machinery or in the case of (a) and (b) above such other periods that may have been agreed with the Company and endorsed hereon in writing prior to inception of this sub-section of the policy.

## **5. Winding up, liquidation or judicial management**

The insurance under this section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.

## **6. Insured's duties regarding loss avoidance and minimisation**

In addition to the requirements of 6. claims under the general exceptions, conditions and provision of this policy, no claim under this section shall be payable unless the terms of this specific condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company forthwith.

On the happening of any Incident in consequence of which a claim might be made under this sub-section the insured shall as soon as reasonably possible inform the Company in writing and with due diligence do and concur with the Company's representatives(s) in presenting, doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss and in the event of a claim being made under this sub-section shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurances covering the loss or any part of it or consequential loss of any kind resulting therefrom.

## **Item 1 – Gross profit (difference basis) (if stated in the schedule to be included)**

The Insurance under this item is limited to loss of gross profit due to:

1. reduction in turnover; and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

- a. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the incident fall short of the standard turnover.
- b. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the incident, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the incident, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

**Item 1 – Gross profit (additions basis)** (if stated in the schedule to be included)

The Insurance under this item is limited to loss of gross profit due to:

1. reduction in turnover, and
2. increase in cost of working,

and the amount payable as indemnity hereunder shall be:

- a. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the incident fall short of the standard turnover.
- b. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the incident, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided,

less any sum saved during the indemnity period in respect of such of the insured standing charges as may cease or be reduced in consequence of the incident, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

**Memorandum regarding standing charges**

If any standing charges of the business are not insured under this sub-section, then in computing the amount recoverable hereunder as increase in cost of working that proportion only of the additional expenditure shall be brought into account which the sum of the net profit and the insured standing charges bears to the sum of the net profit and all the standing charges.

**Item 2 – Additional increase in cost of working** (if stated in the schedule to be included)

The insurance under this item is limited to additional expenditure (not recoverable under other items) incurred with the consent of the Company during the indemnity period in consequence of the incident for the purpose of maintaining the normal operation of the business, subject to the limit of indemnity as stated in the schedule.

**Definitions**

Indemnity period and maximum indemnity period: The period beginning with the occurrence of the incident and ending not later than the last day of the maximum indemnity period described against each item as detailed in the schedule during which the results of the business shall be affected in consequence of the incident. The Company shall not be liable for that proportion of each loss which corresponds to the time excess or the first amount payable under this sub-section as detailed in the policy schedule under this sub-section or in the schedule of items insured under sub-section A of this section, as the case may be.

**Revenue:** The money paid or payable to the insured for goods sold and for services rendered in the course of the business at the premises.

**Gross profit (difference basis):** The amount by which:

1. the sum of the turnover and the amount of the closing stock shall exceed;
2. the sum of the amount of the opening stock and the amount of the uninsured costs.

The amount of the opening and closing stocks shall be arrived at in accordance with the insured's normal accountancy methods, due provision being made for depreciation.

**Uninsured costs (as stated against this item in the schedule):** The words and expressions used shall have the meaning usually attached to them in the books and accounts of the insured.

**Gross profit (additions basis):** The sum produced by adding to the net profit the amount of the insured standing charges, or if there is no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.

**Net profit:** The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

**Insured standing charges** (as stated against this item in the schedule):

#### **Standard turnover**

##### **Standard revenue**

The turnover (revenue) during the period in the 12 months immediately before the date of the incident which corresponds with the indemnity period.

##### **Annual turnover**

##### **Annual revenue**

The turnover (revenue) during the 12 months immediately before the date of the incident rate of gross profit. The rate of gross profit earned on the turnover during the financial year immediately before the date of the incident.

#### **Memorandum regarding sales and services**

to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other business circumstances affecting the business either before or after the incident or which would have affected the business had the incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the incident.

**Note:** if the incident occurs before the completion of the first year's trading of the business at the premises, the value of the bracketed terms shall be calculated by using values proportionate to the results obtained during the period between the commencement of business and the date of the Incident.

If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover or revenue during the indemnity period.

#### **Extensions and clauses**

##### **Accountant's clause**

Any particulars of details contained in the insured's books of account or other business books or documents which may be required by the Company under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the insured's Auditors or Professional Accountants and their certificate shall be prima facie evidence of the particulars and details to which it relates.

##### **Accumulated stocks clause**

In adjusting any loss, account shall be taken, and an equitable allowance made if any shortage in turnover or revenue due to the Incident is postponed by reason of the turnover or revenue being temporarily maintained from accumulated stocks.

## **Departmental clause**

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under Item 1 (gross profit) relating to reduction in turnover and increase in cost of working, shall apply separately to each department or branch affected by the Incident except that if the sum insured by the relative item is less than the aggregate of the (sums produced by applying the rate of gross profit) for each department or branch, whether or not affected by the Incident (to the relative annual turnover thereof) (proportionately increased if the number of months referred to in the definition of indemnity period exceeds twelve), the amount payable shall be proportionately reduced.

## **Deposit premium clause** (if stated in the schedule to be included)

In consideration of the premium by item 1 being provisional in that it is calculated on 75% of the sum insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

In the event of the gross profit earned (proportionately increased if the number of months referred to in the definitions of indemnity period exceeds 12) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% of the sum insured thereon, a pro rata return or additional premium not exceeding 30% of the provisional premium paid for such period of insurance will be made in respect of the difference. In the event of a claim being made under this section, the amount paid or payable thereon shall be regarded as actually earned.

## **Salvage sales clause**

If the insured shall hold a salvage sale during the indemnity period clause (a) of item 1 (gross profit) shall for the purposes of such claim read as follows:

1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) shall, in consequence of the Incident, fall short of the standard turnover, from which sum shall be deducted the gross profit actually earned during the period of the salvage sale.

## **Special conditions** (applicable to sub-sections A, B and C)

### **1. Definition**

Machinery for the purposes of this insurance shall be defined as power-driven non-mobile machines permanently installed and fixed on a purpose-made structure with a concrete foundation.

## Section 24: Umbrella liability section

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### 1. Cover summary

Within the limits of the insuring clause this section provides indemnity in the following circumstances;

#### 1.1 Excess layer protection

Where the claim is prima facie covered by the terms of any of the policies listed as scheduled underlying insurance, then this section operates only to the extent that the claim is not met by such underlying insurance solely because of the inadequacy of the underlying indemnity limit.

#### 1.2 Difference in cover protection

Where the claim is within the scope of the operative clause of any scheduled underlying insurance, then this section operates only when such claim is rejected by the underlying insurers because of an underlying policy term, condition or exclusion;

#### 1.3 Additional risk protection

where the claim is outside the scope of the operative clause of any scheduled underlying insurance, then this section operates within the limitations of its own insuring clause.

This clause 1 is intended to provide a summary of the cover only and does not modify, alter or extend the specific terms, conditions and exclusions of this section, which remain paramount.

### 2. Insuring clause

The insured is indemnified up to the limit of indemnity against the legally enforceable consequences of causing injury, damage or malice or providing negligent advice (all as defined in clause 3), in the course of carrying out the business, but only in respect of resultant claims made by others for compensation, damages, costs, fees and expenses, and in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America, Canada or Australia (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

The indemnity provided herein applies only to claims first made against the insured during the period of insurance on, or after, the retroactive dates shown in the schedule and arising out of the business specified in the schedule.

All costs reasonably and necessarily incurred, with the Company's prior written consent, in defending or settling such claims will be paid by the Company, as will costs of legal or similar representation at any inquest or other official enquiry into any incident which the Company agrees might give rise to a valid claim under this section, subject to clause 5.7 ("defence costs").

### 3. Definitions

For the purpose of this section, wherever they appear, the words or terms below shall be interpreted as follows:

- 3.1 "**injury**" is death, injury, illness (mental and physical), disease, assault, false imprisonment or arrest of, or to, any person.
- 3.2 "**damage**" is loss or damage to tangible property, trespass, nuisance or wrongful interference with the enjoyment of rights over tangible property.
- 3.3 "**malice**" is malicious legal proceedings, malicious falsehood, defamation, unfair competition or infringement of copyright, title, slogan or idea.
- 3.4 "**negligent advice**" is incorrect or inadequate advice given in the promotion of the insured's products, but without expectation of any other reward.
- 3.5 the "**business**" as stated in the schedule, but also includes all organisations or functions operated for the benefit of the insured's employees or visitors or for the protection or promotion of the insured's activities.

- 3.6 “**product**” is any article after it has left the custody or control of the insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, altered or repaired by, or on behalf of, the insured.
- 3.7 “**occupational illness**” is illness or disease (including subsequent disablement or death) sustained by any employee of the insured which arises out of such person's employment.
- 3.8 “**pollution**” means pollution or contamination of the atmosphere or of any water, land or other tangible property.
- 3.9 “**North American or Australian jurisdiction**” is any judgement, award or settlement made within countries which operate under the laws of the United States of America, or Canada or Australia, or any order made anywhere in the world to enforce such judgement, award or settlement, either in whole or in part.
- 3.10 “**claims series event**” is any claim or series of claims arising from one common cause or source.

#### 4. **Limit of indemnity**

- 4.1 The Company's liability during the period of insurance to pay the sum of all:
  - a. compensation, damages, claimants' costs, fees and expenses, and
  - b. defence costs incurred in connection with claims under the North American or Australian jurisdiction, and
  - c. defence costs which are subject to the provisions of clause 5.7 shall not exceed in the aggregate the limit of indemnity shown in the schedule.
- 4.2 The limit of indemnity shall apply separately to:
  - a. the total of all claims arising out of or in connection with products.
  - b. the total of all claims arising out of or in connection with occupational illness.
  - c. the total of all claims which are subject to the provisions of clause 5.6.
  - d. the total of all claims which are subject to the provisions of clause 5.9.
  - e. each and every claims series event not subject to the above provisions.

#### 5. **Excess layer protection**

In respect of any claim which (during the period of insurance) is partially indemnified by any scheduled underlying insurance, this section operates to the extent that the claim is not met by underlying insurance because of the inadequacy of the underlying indemnity limit. The Company agrees to follow the interpretation of the underlying insurer subject always to the insuring clause and the terms, conditions, and exclusions of this section.

- 5.1 Any decision of the underlying insurer to accept a claim “ex gratia” or “without prejudice” shall not be binding on the Company.
- 5.2 No action or decision of the underlying insurer which prejudices the Company in the conduct or settlement of any claim under this section shall be binding on the Company.
- 5.3 Clause 5 provides indemnity:
  - a. in excess of the indemnity limit stated to apply to the scheduled underlying insurance, except where reduced or exhausted by reason of payment, when the limit of indemnity of this section will be in excess of the residual limit (if any).
  - b. for defence costs where not recoverable from an underlying insurer. At the maximum, these will be in direct proportion to the Company's liability to pay compensation, damages, claimant's costs, fees and expenses.
- 5.4 Where the indemnity limit of the scheduled underlying insurance is exhausted by reasons of claims thereunder which are also indemnified by this section, the Company will continue to follow the interpretation of the underlying insurer, subject to clauses 4.1 and 4.2.
- 5.5 Where the indemnity limit of the scheduled underlying insurance is exhausted by claims thereunder, the Company will interpret this section as if the underlying insurance was still in force in respect of any claims which would otherwise have been indemnified by such insurance.

- 5.6 Where the scheduled underlying insurance contains an aggregate indemnity limit, then similarly the limit of indemnity under this section shall be deemed to be in the aggregate.
- 5.7 Where the scheduled underlying insurance indemnity limit includes defence costs, then similarly the limit of indemnity under this section shall be deemed to include defence costs.
- 5.8 Where the insured is indemnified by a policy not listed as a scheduled underlying insurance, then the Company may at their sole option deem such policy to be an underlying insurance, in which event the provisions of this clause 5 will apply.
- 5.9 Where the insurers of a scheduled underlying insurance refuse a claim because:
  - a. the loss did not occur.
  - b. the event did not occur.
  - c. the claim was not made.

During the policy period (as the case may be), but the claim is indemnified by a preceding policy, then such policy shall be treated as a scheduled underlying insurance, subject to the indemnity limit of that policy being deemed not less than the indemnity limit of the relevant schedules underlying insurance, without allowance for any reduction or exhaustion of such indemnity limit. This section will only respond once to the provisions of the clause, that is, only one policy may be deemed to be a scheduled underlying insurance in respect of any claims series event.

## **6. Difference in cover protection**

Where a claim is indemnifiable during the period of this section by the insuring clause of a scheduled underlying insurance, but is excluded by a policy term, condition or exclusion, this section will indemnify the insured in accordance with this section's insuring clause, subject to the terms, conditions and exclusions of this section.

This section will not provide an indemnity where a claim is not indemnifiable by the insuring clause of a scheduled underlying insurance except where:

- a. the injury or damage was not accidental by nature, or did not arise out of an accident.
- b. the temporary loss of use of property or reduction in value of property did not constitute "damage" within the terms of the operative clause of the scheduled underlying insurance.

Subject always to the provisions of exclusion 11.5.

Where such a claim arises out of the failure of a product to perform as specified, warranted or guaranteed or to fulfil its intended purpose, then the provisions of clause 6.5 apply in so far as they can.

- 6.1 Where a claim is not excluded by the insuring clause of a scheduled underlying insurance, but the indemnity limit of such underlying insurance has been exhausted by reason of other claims and where, in the opinion of the Company such claim would have been excluded by a term, condition or exclusion of the underlying insurance, the provision of clause 6 will apply.
- 6.2 To determine the basis of indemnity granted by this section, the Company will follow the insuring clause of the appropriate scheduled underlying insurance (to the extent that such underlying insurance grants coverage against the consequences of injury, damage, malice or negligent advice) being either:
  - a. injury, damage or malice occurring, or negligent advice given during the period of insurance (losses occurring); or
  - b. injury, damage or malice resulting from, or negligent advice resulting in an event occurring during the period of insurance (events occurring); or
  - c. claims made against the insured during the period of insurance following injury, malice or negligent advice (claims made).
- 6.3 For the purposes of clause 6, the interpretation of the underlying insuring clause will be the decision of the Company, not the underlying insurers.

- 6.4 If the underlying insuring clause states that claims resulting from continuous or continual ingestion, inhalation, absorption, or application of any substance or condition are insured on a “losses occurring” basis, for determining whether indemnity is granted by this section, the Company will deal with such claims under clause 6 on the following basis:
- a. injury shall be deemed to have occurred when the claimant first obtained medical advice or treatment for the injury, whether or not the injury was correctly diagnosed at the time.
  - b. damage shall be deemed to have occurred when the claimant first became aware of the existence of the damage.
- 6.5 If the underlying insurer repudiates a claim on the basis of an exclusion relating to the failure of a product to perform as specified, warranted or guaranteed, or to fulfil its intended purpose and such underlying insurance is on a “losses occurring” basis and the insured and the Company cannot mutually agree when the loss occurred, then the Company will deal with the claim on the basis that the loss occurred when the claimant first notified the insured of a circumstance or an event which subsequently gave rise to the claim.

## **7. Additional risks protection**

The insured is indemnified by this clause in accordance with the insuring clause, other than for claims which are indemnifiable in whole or in part by clauses 5 or 6 of this section or by any other insurance, subject always to the terms, conditions and exclusions of this section.

- 7.1 the indemnity granted is limited to claims made against the insured during the period of insurance, or any circumstance or event which the Company accepts may give rise to a claim of which the insured first became aware, and notified to the Company during the policy period.
- 7.2 no indemnity is provided by this clause if the insurers of a scheduled underlying insurance decline a claim on the grounds that the injury, damage, malice, negligent advice or event did not occur or the claim was not made, during the policy period (as the case may be).
- 7.3 no indemnity is granted by this clause against liability:
- a. arising out of the ownership, possession or use by, or on behalf of, the insured of any motor vehicle or trailer;
  - b. for injury to any person who is engaged under a contract of employment or apprenticeship.

## **8. Protection of other parties**

The indemnity given to the insured is also extended to:

- 8.1 directors, partners or employees of the insured in their business capacity arising out of the performance of the business.
- 8.2 any person or party to the extent that any contract entered into by the insured requires that such indemnity is given.
- 8.3 the personal representative of any person or party indemnified.

These persons or parties are subject to the terms, conditions and exclusions of this section in so far as they apply.

## **9. Cross liabilities**

The insured and person or parties indemnified by clause 8 are separately indemnified in respect of claims made by one against the other, subject to the Company’s liability not exceeding the limit of indemnity.

## **10. Clauses 6 and 7 exclusions**

No indemnity is granted by clauses 6 and 7 against liability arising out of:

### **10.1 North American or Australian jurisdiction**

As defined.



## **10.2 Aircraft or watercraft**

The ownership, hire purchase or leasing of any aircraft, spacecraft, watercraft or hovercraft by or on behalf of the insured, or the activities of the insured or the insured's employees as pilot or crew member, other than for death or injury of, or to, employees of the insured arising out of such employment subject always to exclusion 10.5.

## **10.3 Ship and aviation repairing and maintenance**

The repair, maintenance, refuelling or defueling of any aircraft, spacecraft, watercraft or hovercraft undertaken by, or on behalf of, the insured other than for death or injury of, or to employees of the insured arising out of such employment subject always to exclusion 10.5.

## **10.4 Directors and officers liability and professional indemnity**

Acts, errors or omissions of the directors or officers of the insured when acting in their capacity as such, or in the conduct by the insured of professional activities, being those activities normally undertaken by persons qualified in law, medicine, accountancy, banking, financial management and services, engineering, architecture, surveying, construction and project management or supervision, shipping and forwarding, insurance, stock broking, estate agency or property valuation.

This exclusion does not apply to:

- a. death, injury, illness or disease of or to any person or, physical damage to or destruction of property not in the insured's care, custody or control, consequent upon such acts, errors or omissions;
- b. negligent advice.

## **10.5 Occupational illness**

As defined.

## **10.6 Property**

Damage to property owned, leased, hired or loaned to the insured or otherwise in the insured's care, custody or control except for:

- a. premises and their contents temporarily occupied by or in the possession of the insured for the purpose of work therein or thereon;
- b. premises tenanted by the insured.

## **10.7 Excess**

The amount of the deductible stated in the schedule in respect of each and every claim or series of events where no part of the loss is recoverable in terms of any underlying insurance.

## **11. Exclusions**

No indemnity is granted by this section against liability:

### **11.1 Punitive and exemplary damages**

To pay awards or damages of a punitive nature or exemplary nature.

### **11.2 Pollution**

Arising out of pollution, except to the extent that it can be proven that the pollution:

- a. was the direct result of a sudden specific and identifiable event.
- b. was not the result of the insured failing to take reasonable precautions to prevent such pollution,

Provided always that no indemnity is granted against liability arising out of pollution which is the subject of North American or Australian jurisdiction.

### **11.3 Retroactive date**

For any injury, damage, and malice or for the provisions of negligent advice which occurs before the retroactive date which is applicable to the underlying insurance or as stated in the schedule, whichever is the later. For the purpose of this clause, where any injury or damage resulting from continuous or continual, ingestion, absorption, or application of any substance or condition and where the insured and the Company cannot mutually agree when the injury or damage occurred, then:

- a. injury shall be deemed to have occurred when the claimant first obtained medical advice or treatment for the injury, whether or not the injury was correctly diagnosed at the time;
- b. damage shall be deemed to have occurred when the claimant first became aware of the existence of the damage.

### **11.4 Prior claims**

Arising out of any claims series event which has been notified to any preceding insurance policy.

### **11.5 Deliberate acts**

Arising out of any deliberate or intentional failure of the insured's technical or administrative management to take reasonable precautions to prevent injury, damage or malice occurring or negligent advice being given.

### **11.6 Employee benefits**

For any benefits for which the insured is liable under any:

- a. Workmen's Compensation Act.
- b. Unemployment compensation scheme.
- c. Disability benefit scheme.

Unless the insured has assumed such liability (which would not otherwise have existed) by agreement with a third party.

### **11.7 Motor**

Which is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability:

- a. the insured is compelled to effect insurance or otherwise to furnish security.
- b. the state or other government authority has accepted responsibility.

### **11.8 Product replacement**

For the costs necessary to repair, replace, recondition, or modify any product or part thereof which is or is alleged to be defective.

### **11.9 Product recall**

Arising out of the recall of any product or part thereof.

### **11.10 Performance guarantees**

Arising out of performance warranties or guarantees, or clauses stipulating liquidated damages or penalties, except to the extent that it is proven that such liability would have existed in the absence of any contractual provision.

### 11.11 War and terrorism

Notwithstanding any provision to the contrary within this section or any endorsement thereto, it is agreed that this section excludes liability for loss, damage, costs or expenses of whatever nature directly or indirectly caused by, resulting from, or in connection with, any of the following, regardless of any other cause or event contributing concurrently, or in any other sequence to the loss:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b. any act of terrorism.

For the purpose of this clause an act of terrorism means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 11.12 Nuclear

Directly and indirectly caused by or contributed to, by or arising from including any consequential loss:

- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

For the purposes of this exclusion, combustion shall include any self-sustained process of nuclear fission.

The indemnity provided by this section shall not apply to, nor include any loss, destruction, damage or legal liability directly, or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

## 12. Conditions

### a. General conditions

(Conditions 12.1 to 12.8 are precedent to the Company's liability to provide indemnity under this section).

12.1 "premium is payable on, or before the inception date, or renewal date, or instalment date as the case may be. The Company shall not be obliged to accept premium tendered to them more than 15 days after such date but may do so upon such terms as they, in their sole discretion, may determine.

12.2 Written notice must be given to the Company as soon as possible of any event that may give rise to a claim under this section and such further information as the Company may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to the Company as soon as possible.

Inadvertent failure to comply with this condition because the insured could not reasonably have anticipated that the event would give rise to a claim under this section will not be construed as a breach of this condition.

- 12.3 No admission, offer or payment which results in a claim under this section may be made, or given by, or on behalf of the insured, or the insurers, of any scheduled underlying insurance policy without the written consent of the Company. The insured will take all reasonable steps to ensure that the underlying insurers will co-operate with the Company in the defence and settlement of any claim which is indemnifiable both by a scheduled underlying insurance and this section, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.
- 12.4 In respect of any claim not covered at least in part by the scheduled underlying insurances, the Company may take over and conduct in the name of the insured the defence or settlement of any claim, or prosecute in the name of the insured, for their own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. The insured will give all necessary information and assistance.
- 12.5 The insured must, throughout the whole period of this section, advise the Company as soon as possible of anything which they reasonably believe will materially change the information in the proposal form, and any additional information that was originally presented to the Company, including (but not limited to) any alteration in the terms and conditions of the scheduled underlying insurance. Pending agreement by the Company hereon to any change in the scheduled underlying insurance, cover by this section shall remain in force as if no such change had occurred.
- 12.6 Indemnity will not be provided under clause 5 until the relevant underlying insurers have agreed to pay the underlying indemnity limit as defined in 5.3 (a).
- 12.7 The indemnity granted is conditional on the scheduled underlying insurances remaining in force throughout the period of this section for the indemnity limits shown in the schedule (other than where exhausted or reduced by claims).
- 12.8 The policy and schedule will be interpreted in accordance with the laws of the Republic of South Africa. The insured and the Company submit to the exclusive jurisdiction of any court of competent jurisdiction within the Republic of South Africa.
- 12.9 Where the limit of indemnity under this section involves the Company paying defence costs in addition to the limit of indemnity, then the Company may at any time pay the limit of indemnity applying to any claims series event (after deduction of sums already paid), or any lesser amount for which claims can be settled, and shall then be under no further liability in connection with such claims, except for the Company's proportion of defence costs incurred prior to the date of payment.
- If the amount required to dispose of any claim series event exceeds the limit of indemnity and the excess amount is either wholly, or partially insured, the Company will be liable for defence costs in the same proportion as the amount payable for the claims series event bears to the applicable scheduled underlying insurance indemnity limit, including the Company's proportion of subsequent defence costs incurred with their prior written consent after the Company has exercised its rights under this clause subject always to clause 3.
- 12.10 If indemnity is sought by any fraudulent means this section will automatically and without further notice be deemed void.
- 12.11 Where the premium is provisionally based on estimates, the insured shall keep accurate records, and after expiry of each period of insurance, declare as soon as possible such details as the Company requires. The premium will then be adjusted, and any difference paid by, or allowed to the insured, subject to any minimum premium that may apply.
- 12.12 This section, and the schedule, shall be read together as one contract, and any word or expression to which a specific meaning has been attached in any part of this section or the schedule, shall bear such specific meaning wherever it may appear.

- 12.13 Either the insured or the Company may cancel this section by giving 60 days' notice in writing to the registered office of the other party, in which event the premium will be adjusted by the provisions of clause 12.11, except that:
- a. any minimum premium will apply on a proportionate basis to the period the Company was actually on risk;
  - b. if the premium is not adjustable, a return premium proportionate to the cancelled period will be due to the insured.
- 12.14 Unless otherwise provided, nothing in this section shall give any rights to any person other than the insured. Any extension providing indemnity to any person other than the insured shall not give rights of claim to such person, the intention being that the insured shall claim on behalf of such person. The receipt of the insured shall in every case be a full discharge of the Company.

**b. Specific conditions**

1. Any claim made in writing against the insured as a result of a defined event reported in terms of general condition 12.2 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the Company.
2. In the event of cancellation or non-renewal of the section:
  - a. any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.
  - b. the insured may report an event in terms of general condition 12.2 to the Company for up to 30 days after cancellation or non-renewal provided:
    - i. such event occurred during the period of insurance;
    - ii. any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 month period specified in 2 (a) above.
3. Any series of claims made against the insured by one or more claimant during the period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured:
  - a. on the date that the event was reported by the insured in terms of general condition 12.2, or
  - b. if the insured was not aware of any event which could have given rise to a claim on the date that the first claim of the series was first made in writing against the insured.

**13. Special provisions**

This insurance is governed by the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute arising hereunder.

# Personal Insurance

## Section 25: Definitions and guidelines for interpretation

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### 1. Definitions

The table below shows definitions that apply to the entire policy. The words given in the left-hand column of the table have the meaning given in the right-hand column. There are also definitions in each section that are specific to the types of cover. Words that are defined in the policy are underlined, except for the words 'you' and 'we'. However, 'you' and 'we' are underlined when defined in a specific section.

<b>You</b>	The insured named on the schedule, including the insured's spouse, the insured's immediate family who live with the insured and who are financially dependent on the insured, and any dependents that the insured is legally responsible for. 'Spouse' means a person who is the partner of the insured in any marriage, civil union or customary union recognised by South African law, or is living with the insured in a relationship that is intended to be permanent.
<b>We/the Company</b>	Bryte Insurance Company Limited.
<b>Maximum amount of cover</b>	The most the insurer will pay out for the events and items that the insurer covers. This amount is shown on the schedule.
<b>Accident or accidental</b>	An unplanned and unfortunate event caused by external, visible and violent means, and that might result in loss, damage, injury or death.
<b>Period of cover</b>	The days that the insurer provides cover for, as shown on the schedule. For a monthly policy, the anniversary date is the same day every month as the start date of the policy. For a yearly policy, the anniversary date is the same day every year as the start date of the policy. The anniversary date is shown on the schedule.
<b>Anniversary date</b>	The date twelve months after the start date of the policy, unless your policy schedule states differently.
<b>Start date</b>	The day that the policy or specific section of cover begins for the first time. The start date is shown on the schedule.
<b>Excess</b>	The amount you are responsible for paying towards your own claim. The excesses are shown on the schedule.
<b>Third party</b>	A person other than you or us.
<b>Warrant</b>	Guarantee facts or conditions that the insurer can rely on as true.
<b>Territory</b>	South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, Malawi and Mozambique.
<b>Unoccupied</b>	When you away from home for more than 60 consecutive days.
<b>Unattended</b>	When all residents are away from home temporarily, but have the intention to return, for example, travelling to and from work, shopping and weekends away.
<b>Consequential loss</b>	Loss or damage that arises as a result of a covered event.
<b>Act of violence</b>	Murder, assault, robbery, rape, hijacking, armed hold up, violent theft or attempted theft.
<b>SASRIA</b>	SASRIA is a South African government insurance company that covers loss or damage to property from riots, strikes, public disorder, labour disturbances, civil action, lockouts, and similar events. SASRIA applies in South Africa only.

## **2. Guidelines to interpretation**

### **2.1 Singular and plural**

Words in the singular include the plural. Words in the plural include the singular.

### **2.2 Headings**

Headings are aids to reading and understanding and are not terms in themselves.

### **2.3 Examples**

Examples are aids to understanding the meaning of the terms and conditions. They are not terms or conditions in themselves. The terms or conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.

### **2.4 Calculating days**

Where any number of days is given those days are counted to include the first and the last day.

### **2.5 Legal responsibility**

A legal responsibility (liability) is a duty imposed on someone to do something, whether imposed by the law or created by agreement.

### **2.6 Including**

The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

### **2.7 Reference to laws**

When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced.

### **2.8 Forms of words**

Words used in one form have their corresponding meaning when used in another form. For example: 'to claim', 'claiming' and 'claimed' have the same meaning; 'you', 'yours' and 'your' have the same meaning; 'we', 'us' and 'our' have the same meaning.

### **2.9 May, may not and might**

The word 'may' means 'is entitled to' or 'are entitled to'. 'May not' means 'is not entitled to' or 'are not entitled to'.

The word 'might' expresses possibility.

## **3. The following exclusions apply to farming personal sections:**

### **3.1 We do not pay for loss or damage for certain causes**

We do not pay for loss or damage from:

- wear and tear.
- any gradual operating cause (a cause that happens gradually, over time).
- decay and deterioration.
- rust or corrosion.
- mildew, mould or rising damp.
- insects, parasites, moths, rodents, vermin, termites and any other household pests.
- the process of cleaning, restoring, renovating or dyeing.
- conditions of the atmosphere or climate, or the action of light.

### **3.2 We do not pay for loss or damage caused by your own pets**

We do not pay for loss or damage caused by domestic or tamed animals you keep as pets for companionship, including dogs, cats or hamsters. This exclusion does not apply to the personal legal responsibility section.

The definition of pets does not include wild animals, livestock, exotic animals, birds, reptiles and fish. These are animals that live freely in their natural environment and are not confined in any way.



## Section 26: Buildings (home) section

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### 1. Definitions and explanations specific to this section

The following definitions apply to buildings (home) section only.

**Address of buildings** means the address shown on the schedule under buildings (home) section.

**Home** means the main residence and outbuildings at the address of the buildings and includes:

1. Garages and fixed carports.
2. Home offices.
3. Tool sheds.
4. Domestic workers' living quarters.
5. Wendy houses, but not those used as living quarters.
6. Walls, metal palisades, gates and fences but not hedges.
7. Water features and garden ornaments.
8. Tennis and squash courts.
9. The structure or fabric of swimming pools, including safety nets and covers, but not portable swimming pools or automatic swimming pool cleaners.
10. The structure or fabric of spa baths, jacuzzis and saunas, including safety nets and covers.
11. Fixed machinery of swimming pools, spa baths, saunas, jacuzzis, electric gates and fencing, garage doors, sprinkler irrigation systems, water pumps, air conditioners, electric power generators and central vacuum cleaning systems.
12. Geysers, fixed water tanks, filtration plants, water pumping machinery and borehole motors used only for filtering or supplying water for domestic purposes.
13. Heat pumps.
14. Brick, tar, stone (but not gravel), concrete, and paved driveways, paths and patios.
15. Aerials and satellite dishes.
16. Lightning conductors.
17. Solar panels.
18. Fixtures and fittings, including built-in furniture and fitted carpets.
19. Security systems fixed to the home.

On the schedule, it will describe the construction of your home:

1. Standard construction
2. Non-standard construction
3. Thatch

**Standard construction** means built of brick, stone or concrete with a roof made of slate, tile, concrete, asbestos or metal. Thatch roofs are included in this definition only where the thatch roof is either:

1. attached to the main residence and does not cover more than 25% of the roof area of the main residence, or
2. within five metres from the main residence and the thatch roof on its own does not cover more than 25% of the roof area of the main residence.

**Non-standard construction** means a building with one or both of the following:

1. Walls built of materials other than brick, stone or concrete (for example wood), whether or not the roof is built with standard materials such as slate, tile, concrete, asbestos, or metal, or

2. Roofs built of non-standard materials (for example wood) whether or not the walls are built with standard materials such as brick, stone or concrete.

**Thatch** means the roof of the main residence is constructed of thatch. This definition includes where a thatch roof is either:

1. the roof of the main residence or attached to the main residence and covers more than 25% of the roof area of the main residence, or
2. within five metres from the main residence, and the thatch roof on its own covers more than 25% of the roof area of the main residence.

## **2. Events and items that we cover**

We pay for loss or damage to the home caused by:

- 2.1 fire, lightning or explosion;
- 2.2 storm, wind, water, flood, hail or snow;
- 2.3 earthquake;
- 2.4 impact by animals, including wild animals. Wild animals are animals that live freely in their natural environment and are not confined in any way;
- 2.5 impact by trees;
- 2.6 impact by aerials, vehicles, and aircraft (including other aerial devices) and articles dropped from them;
- 2.7 breaking or collapsing of radio or television aerials, masts and satellite dishes;
- 2.8 theft and attempted theft, but if the home is unattended, let or lent there must be visible, forcible and violent entry or exit;
- 2.9 malicious damage;
- 2.10 bursting, overflow and leaking of water apparatus, heating installations, geysers and pipes. this includes damage to the water apparatus, geyser blankets and drip trays. it also includes damage to the geyser;
- 2.11 oil leaking from oil heaters.

## **3. Events and items not covered**

### **3.1 We do not pay for undamaged items**

We do not pay for undamaged items. We might not pay to replace an undamaged item if the only reason to replace it is to create a uniform effect throughout the home and because that item matches a damaged item that we do pay to replace.

We do not have to repair the home so that it is an exact match to the way it was before the loss or damage; we will repair it so that it is as close as reasonably possible to the way it was before the loss or damage. If we cannot match items exactly, we will use materials as similar as possible to the rest of the home.

### **3.2 Loss or damage not covered**

We do not pay for loss or damage to your home caused by:

- 3.2.1 Storm, wind, water, flood, hail or snow damage to hedges, retaining walls and windmills.
- 3.2.2 Any process involving the use of water.
- 3.2.3 Theft, attempted theft and malicious damage by a tenant.
- 3.2.4 Full subsidence and landslip unless you have bought the optional extension for this cover.
- 3.2.5 An event at an unoccupied home if the home is unoccupied for at least 60 consecutive days in the 12 months before the event. We have the right to agree to extend this period. Your schedule will show if we have agreed to extend this period.

- 3.2.6 Or arising from or during demolition, alteration, construction, cleaning, renovation, repair or similar.
- 3.2.7 Faulty design or workmanship.

#### **4. Conditions specific to the buildings (home) cover**

These conditions are in addition to the general terms and conditions of this policy.

##### **4.1 Cover property (home) for replacement value (average or under-insurance)**

It is your responsibility to get cover for the full replacement value of the home. Replacement value is the amount needed for the cost to repair or rebuild the home with similar new materials. This includes fees for professionals you might need to engage, (such as demolition experts, architects and surveyors). If, at the time of the loss, or damage, or claim, we determine that the maximum amount of cover is less than the replacement value, then you are underinsured. If you are underinsured, we will not pay the full amount of the loss or damage. You will be your own insurer for the difference between the percentage of cover you bought and the full replacement value. The balance for a proportional share of the loss or damage is your responsibility.

##### **4.2 We pay the lender first**

If you have a mortgage bond registered over the home and the home is totally destroyed, we will pay the lender (known as the mortgagee) before we pay you. We pay the lender the amount you owe to it. If there is any balance, we will pay it to you.

If this policy becomes invalid because you did something or failed to do something, we will still pay the lender if the lender was unaware of this. The lender has a duty to tell us immediately when they become aware of your behaviour.

##### **4.3 Increases in cover for inflation**

We automatically increase the maximum amount of cover yearly on the home on the anniversary date by an amount to cater for the effect of inflation.

We will endorse your policy with the new maximum amount of cover and let you know the new premium for the increased cover. You are still responsible for making sure that the home is covered for the full rebuilding cost. See cover property (home) for replacement value average or under-insurance in paragraph 4.1.

##### **4.4 Your tenant's behaviour**

If this policy becomes invalid because your tenant did something or failed to do something, we still pay your claim if you were unaware of the tenant's behaviour. You have a duty to tell us immediately that you become aware of the tenant's behaviour.

##### **4.5 Carrying on a business from the home**

If you conduct a business from the home, we pay for loss or damage to the home if all the following conditions are met:

- a. you use the home mainly for residential purposes.
- b. the business comprises offices or consulting rooms.
- c. you do not employ more than two people in the business.
- d. the chance of loss or damage to the home is not increased by conducting the business from the home.

We do not cover homes that are being used as a bed and breakfast or any other accommodation for reward.

##### **4.6 Malicious damage extension**

- 4.6.1 We pay for damage directly caused by, through, or as a result of the deliberate act of any person with the intention of causing the damage.
- 4.6.2 For this extension to apply, any building insured or any building that contains the insured property must not be unoccupied for more than 60 consecutive days, unless we

give our written permission. If the building is unoccupied for more than 60 consecutive days without our written permission, then this extension does not apply at all.

4.6.3 During the first 60 days that the building is unoccupied, you become a co-insurer with us and you must pay 20% of the claim, before any first amount payable.

4.6.4 Below are the conditions under which we do not pay under this extension:

- a. we do not pay for malicious damage to moveable property which is either:
  - stolen; or
  - damaged during or as a result of an attempt to remove it or part of it from any premises that you own or occupy.
- b. we do not pay for moveable property that is not attached to the ground and that you can transport without breaking, including furniture and cars.
- c. we do not pay for malicious damage to any property that is damaged by thieves while breaking into or out of, or attempting to break into or out of, any premises that you own or occupy.
- d. we do not pay for malicious damage to any immovable property that you own or occupy if it is caused by or through, or if it is a result of:
  - removing or trying to remove all or a part of it;
  - demolishing or trying to demolish all or part of it.

Immovable property is property that is attached to the ground, including, buildings and land.

- e. We do not pay for malicious damage when related to any of the following:
  - damage related to, or caused by fire or explosion;
  - consequential loss or damage of any kind. However, we do cover loss of rent if you have specifically insured loss of rent;
  - damage as a result of all or some work stopping or slowing down, or any process or operation slowing down, being interrupted or stopping;
  - loss or damage caused by a lawful authority permanently or temporary taking away the insured items, for example, through confiscation, commandeering or requisition;
  - loss or damage related to, or caused by, any occurrence referred to in the general terms and conditions, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any of these events.

4.6.5 If we state that malicious damage is not covered under this policy for these reasons, you will have to prove the contrary if you wish to proceed with a claim under it.

## 5. Automatic extensions to cover for the buildings (home)

You automatically receive extra cover for the following events and items up to the maximum amount of cover for each of these extensions. The maximum amount of cover we pay is different for each category and is shown on the schedule.

### 5.1 Increase in amount of cover for building alterations, additions and improvements

We will increase the maximum amount of cover for the home by up to 20% for any approved alterations, additions or improvements. You must tell us about these alterations as soon as reasonably possible, but not later than 30 days after the completion of each phase of the project.

If these alterations increase the rebuilding costs of the home, you must tell us if you wish to increase the maximum amount of cover. This might mean you will have to pay a higher premium.

## **5.2 Special alterations after disability**

We pay up to the maximum amount of cover for special alterations to the home if the alterations are necessary because you are permanently disabled. We pay only if the disability is caused by an accident that happened during the term of this policy and if you live in the home.

## **5.3 Fire-fighting charges**

We pay for fees charged by fire-fighting authorities for the cost of putting out a fire following fire damage to the home.

## **5.4 Security guards**

We pay up to the maximum amount of cover for the cost of employing guards to safeguard the home after a covered event.

## **5.5 Locks and keys**

We pay the reasonable and necessary costs for loss or damage to any locks or keys for the home (including card keys, remote control devices and the reprogramming of these devices).

## **5.6 Rent and alternative accommodation**

We pay up to 25% of the maximum amount of cover on the home. We pay for rent and alternative accommodation for you and your pets, if the home is not fit to live in because of loss or damage from a covered event. We calculate the loss of rent on the yearly rent or on rental value of the unfurnished buildings. We pay the reasonable costs you incur in renting or staying in alternative accommodation, including for domestic workers who normally live with you.

We pay only for as long as is reasonably needed to make the home fit to live in again or for you to take up permanent residence somewhere else, whichever is earlier.

We do not pay for loss of rent that arises directly or indirectly while structural alterations are being made to the home.

## **5.7 Public supply or mains connections**

We pay the reasonable costs for accidental damage to water, sewerage, gas, electricity and telephone connections that you are legally responsible for, between the home and the public supply or mains connections.

## **5.8 Glass and sanitary ware**

We pay the reasonable costs for accidental breakage of:

- a. fixed glass including mirrors;
- b. fixed sanitary ware excluding chipping, scratching or disfigurement. We pay only if the home is occupied at the time of the breakage.

We do not pay for accidental breakage of glass and sanitary ware that arises directly or indirectly while structural or building alterations are being made to the home.

## **5.9 Water pumping machinery**

We pay up to the maximum amount of cover for accidental loss or damage of fixed filtration plants, heat pumps and water-pumping machinery (not automatic pool cleaners) for home purposes. We cover the repair or replacement. We do not pay for wear and tear.

## **5.10 Loss of water by leakage**

We pay up to the maximum amount of cover for the water charges of a local authority for water lost through leaking pipes or from a burst geyser at the home but only if both these conditions are met:

- a. the water meter reading is 50% or more over the average of your previous four readings.
- b. you take immediate steps to repair the geyser or pipes affected when the leak is discovered (either by physical evidence or an abnormally high water bill). We only pay the amount that is in excess of the average water charges. We do not pay for the following events and items:
  - a. more than two separate events in any period of 12 months.

- b. loss of water from leaking taps, water heating apparatus or sanitary systems, swimming pool structures and inlet or outlet pipes.
- c. loss of water if the home is unoccupied for more than 60 consecutive days.

#### **5.11 Tracing a leak**

We pay up to the maximum amount of cover for the reasonable cost of tracing the source of a water, gas or oil leak from any fixed domestic water or heating appliance (such as a geyser).

The maximum amount of cover includes the cost of repairing the leak. We also pay for repairs to the floors, walls and ceilings where the damage results from the leak.

We pay only if the first sign of leakage takes place after the start date of the buildings (home) section.

#### **5.12 Temporary repairs and steps to prevent more loss and damage**

We pay up to the maximum amount of cover for temporary repairs and steps necessary to prevent more loss and damage to the home after a covered event.

#### **5.13 Removing fallen trees**

We pay up to the maximum amount of cover for costs you incur to remove fallen trees or any part of fallen trees from the home due to an event we cover. We do not pay for removing trees you have cut down yourself or arranged to have cut down.

#### **5.14 Damage to gardens**

We pay up to the maximum amount of cover for damage to trees, shrubs, plants, water features and sprinkler irrigation systems at the home. We pay for damage to gardens only when it is caused by one or more of the following:

- 5.14.1 fire and explosion.
- 5.14.2 lightning.
- 5.14.3 impact by vehicles, aerial devices (for example satellite dishes), air craft or articles falling from them.
- 5.14.4 earthquake.
- 5.14.5 malicious damage.
- 5.14.6 any person responding to an emergency at the home.

#### **5.15 Limited subsidence and landslip**

**Limited subsidence and landslip** means the downward movement of the ground supporting a building, or the movement of ground down a slope, or both, but excludes contracting or expanding of soil due to its moisture content, as experienced in clay and similar soil types.

We pay up to the maximum amount of cover for:

- a. damage to the home caused by flowing surface water removing ground that is supporting the home (limited subsidence and landslip) resulting from storm, water, flood, hail or snow, and
- b. loss of rent due to limited subsidence and landslip resulting in consequential loss. You have to prove that the loss or damage was because of limited subsidence and landslip.

We do not pay for loss or damage caused by limited subsidence and landslip in any of the following circumstances:

- a. when the limited subsidence or landslip results in consequential loss except for loss of rent,
- b. when the limited subsidence and landslip results in loss or damage to drains, water courses, boundary walls, screen walls, retaining walls, garden walls, gate posts, gates, fences, driveways, paving, swimming pools and tennis courts,

- c. when the limited subsidence and landslip is related to, or caused by:
- storm, wind, water, flood, hail or snow. We pay for damage to the home caused by flowing surface water removing ground that is supporting the home;
  - contracting or expanding, or both of soil due to the moisture of water content of the soil as experienced in clay or similar soil types;
  - faulty design or construction of, or removal, or weakening of, support to the home;
  - workmen engaged in making any structural alterations, additions or repairs to the home;
  - excavation on (surface) or under land (subterranean) other than excavation in the course of mining operations.

#### **5.16 Medical emergency treatment costs**

We pay up to the maximum amount of cover for the cost of medical emergency treatment costs you pay for accidental bodily injury to any of the following people as a direct result of a defect in your home:

- a. any guest or visitor.
- b. any domestic employee in the course of their employment by you.

We only pay for medical emergency treatment costs that cannot be recovered from any other source.

#### **5.17 Professional fees**

We pay up to 20% of the maximum amount of cover on the home for professional fees and other rebuilding costs you incur, but you must get our written consent.

Professional fees include one or more of the following:

- The costs of demolishing the home, removing debris from the site and putting up hoardings needed for building operations.
- Architects', quantity surveyors' and consulting engineers' fees.
- Local authorities' scrutiny fees.
- Costs of the requirements of public authorities for repairing or rebuilding.

#### **5.18 Loss or damage caused by wild animals**

We pay for loss or damage that wild animals cause to the home. Wild animals are animals that live freely in their natural environment and are not confined in any way.

#### **5.19 Removal of Rubble and wreckage**

We pay for the removal of rubble and wreckage of the home after a covered event.

### **6. Optional extensions to cover for the building (home)**

You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these extensions.

#### **6.1 Full subsidence and landslip**

We pay for damage to the home by subsidence or landslip. However, we do not pay for:

- 6.1.1 loss or damage to drains, water courses, boundary walls, screen walls, retaining walls, garden walls, gate posts, gates and fences.
- 6.1.2 loss or damage that can be attributed to any of the following:
  - a. faulty design or construction of, or removal, or weakening of support to the home.
  - b. workmen engaged in making any structural alterations, additions or repairs to the home.

- c. excavation on (surface) or under land (subterranean) other than excavation in the course of mining operations.
- d. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

**Full subsidence and landslip** means the downward movement of the ground supporting a building, or the movement of ground down a slope, or both. It includes the contracting or expanding of soil due to its moisture content, as experienced in clay and similar soil types.

## 6.2 Accidental damage not otherwise covered

We pay up to the maximum amount of cover for accidental loss or damage to the home that is not otherwise covered.

We do not pay for any of the following:

- a. depreciation in value of any nature.
- b. damage that is covered by any manufacturer's or supplier's warranty, purchase agreement or service contract.
- c. damage directly or indirectly due to alterations, renovations or additions to the home.
- d. scratching, denting, chipping, or defacing.
- e. damage directly or indirectly due to:
  - alterations, renovations or additions to the home.
  - scratching denting chipping or defacing.
  - using tools or equipment in an incorrect manner or purposefully overloading a machine.

## 6.3 Breakdown of fixed machinery

We pay up to the maximum amount of cover for electrical or mechanical breakdown of the following items:

- a. machinery, including swimming pool filtration, heat pumps and water pumping machinery but not windmills.
- b. jacuzzis, spa baths and saunas.
- c. air conditioners.
- d. electric garage and gate motors.

We pay only if you use these items for domestic purposes only. We do not pay for:

- a. any loss or damage that is covered by any manufacturer's warranty or by a service contract.
- b. derangement arising directly or indirectly due to:
  - faulty design or workmanship or using tools or equipment in an incorrect manner.
  - subsidence, landslip, or the collapse of any building unless you bought the Full subsidence and landslip extension.
  - purposeful overloading of the machine.
- c. depreciation in value of any nature.
- d. damage directly or indirectly due to:
  - alterations, renovations or additions to the home.
  - scratching denting chipping or defacing.

**Derangement** means using something in a way it was not designed for that leads to breakdown or incorrect alignment of parts.



#### **6.4 Power surge**

We pay up to the maximum amount of cover for damage to the home caused by power surges from accidental changes in the power supply by a public supply authority.

We do not pay for power surges caused by you not paying your electricity bill or you not buying electricity if you ran out.

At any time, we have the right to ask that the main electrical distribution boards of the home are protected with surge protectors, lightning arrestors or other protection devices installed to SANS 0142 specification, and to remove cover for additional power surge if this is not done.

#### **7. How we pay**

If the whole home is destroyed by a covered event, we will pay up to the maximum amount of cover on the home. We will either pay to rebuild the home or pay cash to you. You have six months to decide if you want to rebuild the home.

- a. if you choose to rebuild the home, the work must start and end in a reasonable time. If it does not, we have the right to choose to pay cash to you. You can choose to rebuild on a different site. However, if you choose a different site, we will not pay more than we would have paid if you had built on the original site.
- b. if you decide not to rebuild, we will pay you in cash up to the maximum amount of cover. The cash amount is the market value of the home and land less the value of the land alone.

## Section 27: Household contents section

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### 1. Definitions and explanations specific to this section

The following definitions apply to household contents section only.

**Address of buildings** means the address shown on the schedule under household contents section.

**Household contents** means:

1. Household goods and personal belongings inside the home for which you are responsible.
2. Fixtures and fittings inside the home you own or for which you are legally responsible.

The definition of household contents excludes:

1. Any household goods and personal belonging more specifically insured (for examples under all risks, motor cover, personal computer equipment).
2. Landlord's fixtures and fittings.
3. Motor vehicles, trailers and caravans (but we cover models of motor vehicles).
4. Ride-on lawn mowers.
5. Watercraft except for canoes and kayaks (but we cover models of watercraft).
6. Aircraft and their accessories (but we cover models of aircraft).
7. Pets and other animals.

**Home** means both of the following:

1. The main residence at the address of buildings or any other place where you are temporarily staying or employed (refer to conditions on 5.2.5.1 applicable to household contents temporarily away from home);
2. Outbuildings and other roofed structures, including private garages, carports, Wendy houses, domestic workers' living quarters and garden sheds. An outbuilding is a separate building on your property at the risk address which does not inter lead with the main building.

On the schedule, it will describe the construction of your home:

1. Standard construction.
2. Non-standard construction.
3. Thatch.

**Standard construction** means built of brick, stone or concrete with a roof made of slate, tile, concrete, asbestos or metal. Thatch roofs are included in this definition only where the thatch roof is either:

1. Attached to the main residence and does not cover more than 25% of the roof area of the main residence, or
2. Within five metres from the main residence and the thatch roof on its own does not cover more than 25% of the roof area of the main residence.

**Non-standard construction** means a building with one or both of the following:

1. Walls built of materials other than brick, stone or concrete (for example wood) whether or not the roof is built with standard materials such as slate, tile, concrete, asbestos, or metal, or
2. Roofs built of non-standard materials (for example wood) whether or not the walls are built with standard materials such as brick, stone or concrete.

**Thatch** means the roof of the main residence is constructed of thatch. This definition includes where a thatch roof is either:

1. The roof of the main residence or attached to the main residence and covers more than 25% of the roof area of the main residence, or
2. Within five metres from the main residence and the thatch roof on its own covers more than 25% of the roof area of the main residence.

## **2. Events and items we cover (main residence)**

We pay for loss or damage to your household contents caused by any of the following events:

- 2.1 Fire, lightning or explosion.
- 2.2 Storm, wind, water, hail or snow.
- 2.3 Earthquake.
- 2.4 Bursting, overflow and leaking of water apparatus, heating installations, geysers and pipes.
- 2.5 Deliberate acts of malicious damage.
- 2.6 Impact damage to the home, for example, a motor vehicle crashes into the home.
- 2.7 Theft and attempted theft. However there must be forcible and violent entry or exit if:
  - 2.7.1 The home is:
    - a. unattended.
    - b. lent, let or sublet by you or shared with you.
    - c. an outbuilding or wendy house and the loss or damage is more than the maximum amount of cover shown on the schedule.
    - d. under alteration, construction, cleaning, renovation or repair.

But if the home was unoccupied for more than 60 consecutive days in any calendar year theft or attempted theft will not apply unless we have given our prior consent in writing to extend cover.

## **3. Events and items not covered**

### **3.1 Events not covered**

We do not pay for the following loss or damage to your household contents:

- a. loss or damage from storm, wind, water, flood, hail or snow to household contents in the open, unless the household contents are designed to be in the open.
- b. loss or damage that arises out of a process where applying water is needed, such as shampooing carpets.
- c. loss or damage that takes place if the home is unoccupied for 60 consecutive days or more, unless your schedule shows we have agreed to extend this period.
- d. caused by storm, wind, water, hail or snow during or after demolition, alteration, construction, cleaning, renovation or repair if the loss or damage caused is as a direct result of the demolition, alteration, construction, cleaning, renovation or repair.
- e. due to faulty design or workmanship.
- f. loss or damage caused by tenant.

### **3.2 Limit and conditions for precious metals, gemstones and jewellery**

We do not pay more than 30% of the maximum amount of cover for household contents for theft, loss or damage to precious metals, gemstones and jewellery. We do not pay more than R10,000 for any single item unless you give us a valuation certificate by a professional jeweller, or proof of purchase. The certificate must pre-date the loss or damage.

## **4. Conditions specific to your household contents cover**

### **4.1 Cover property for replacement value (average or under-insurance)**

It is your responsibility to get cover for the full replacement value of all your household contents. Replacement value is the amount needed to replace all your insured property with similar new property. If at the time of the loss or damage or claim, we determine that the maximum amount of cover is less than the replacement value, then you are underinsured. If you are underinsured, we will not pay the full amount of the loss or damage. You will be your own insurer for the difference between the percentage of cover you bought and the full replacement value. The balance for a proportional share of the loss or damage is your responsibility.

### **4.2 Increases in cover for inflation**

We automatically increase the maximum amount of cover yearly on the household contents on the anniversary date by an amount to cater for the effect of inflation.

We will endorse your policy with the new maximum amount of cover and let you know the new premium for the increased cover. You are still responsible for making sure that the household contents are covered for their full replacement value. (See cover property for replacement value (average)).

### **4.3 Jewellery**

You warrant that you keep all jewellery and watches that you do not wear as part of your daily routine and that have a value of more than R25,000 per single item in a locked and hidden safe. This includes watches, gemstones and items made from platinum, gold and silver. The safe must be securely attached to the wall or floor.

If you are staying elsewhere temporarily, this condition applies to those premises to the extent that a safe is available on those premises.

Theft from a safe is subject to forcible or violent entry into the safe.

### **4.4 Firearms**

You warrant that at all times and in all places, you comply with the legal requirements for owning, using and safekeeping a firearm.

### **4.5 Malicious damage**

4.5.1 We pay for damage directly caused by, through or as a result of the deliberate act of any person with the intention of causing the damage.

4.5.2 For this extension to apply, any building insured or any building that contains the insured property must not be unoccupied for more than 60 consecutive days, unless we give our written permission. If the building is unoccupied for more than 60 consecutive days without our written permission, then this extension does not apply at all.

4.5.3 During the first 60 days that the building is unoccupied, you become a co-insurer with us and you must pay 20% of the claim, before any first amount payable.

4.5.4 Below are the conditions under which we do not pay under this extension:

- a. We do not pay for malicious damage to moveable property which is either:
  - stolen; or
  - damaged during, or as a result of, an attempt to remove it, or part of it from any premises that you own or occupy.
- b. We do not pay for moveable property that is not attached to the ground and that you can transport without breaking, including furniture and cars.
- c. We do not pay for malicious damage to any property that is damaged by thieves while breaking into, or out of, or attempting to break into or out of, any premises that you own or occupy.
- d. We do not pay for malicious damage to any immovable property that you own or occupy if it is caused by or through, or if it is a result of:
  - removing or trying to remove all or a part of it;

- demolishing or trying to demolish all or part of it.

Immoveable property is property that is attached to the ground, including, buildings and land.

e. We do not pay for malicious damage when related to any of the following:

- damage related to, or caused by fire or explosion;
- damage caused by tenant;
- consequential loss or damage of any kind. However, we do cover loss of rent if you have specifically insured loss of rent;
- damage as a result of all, or some work stopping, or slowing down, or any process or operation slowing down, being interrupted or stopping;
- loss or damage caused by a lawful authority permanently or temporary taking away the insured items, for example, through confiscation, commandeering or requisition;
- loss or damage related to, or caused by, any occurrence referred to in the general terms and conditions, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any these events.

4.5.5 If we state that malicious damage is not covered under this policy for these reasons, you will have to prove the contrary if you wish to proceed with a claim under it.

#### **4.6 Burglar bars**

If the schedule shows that you have burglar bars installed or that we require you to have burglar bars on all opening windows, you warrant that this is true. We only pay for theft or attempted theft of the household contents if the burglar bars are installed on all opening windows at the home.

#### **4.7 Security gates**

If the schedule shows that you have security gates or that we require you to have security gates on all exterior doors (including sliding doors), you warrant that this is true. We pay only for theft or attempted theft of household contents if the security gates are installed on all exterior doors (including sliding doors) at the home.

#### **4.8 Security complex and retirement village**

If the schedule shows you live in a security complex, we pay only for theft of household contents if the home is situated in a security complex or retirement village.

A security complex or retirement village means a complex with high perimeter walls with either razor coil wire or an electric fence on the top of the perimeter walls. And, the complex must either have a 24-hour staffed security gate or access must be controlled by an intercom, remote control or registration at the gate.

#### **4.9 Burglar alarm**

If the schedule shows that you have a burglar alarm installed in the home or that we require you to have a burglar alarm, you warrant that this is true. We pay only for theft or attempted theft if all the following conditions are met:

- a. the alarm system is installed and working properly.
- b. you test the alarm system every 6 months.
- c. you comply with all the conditions of your contract with the suppliers of the alarm system.
- d. the alarm system is activated whenever the home is unattended.
- e. you have a contract with a security service provider for monitoring and responding to the alarm.

- f. the service provider has a 24-hour immediate response operations centre.
- g. the service provider can give us an audit log of all alarms received if we ask for it following a claim.

We do not pay for theft if keys, duplicate keys or remote controls if the alarm system are used unless they were taken from you using violence or the threat of violence.

#### **4.10 Claim-free group benefit**

This claims-free group benefit applies to the Events and items we cover and to the optional extensions to your household contents cover. It does not apply to the automatic extensions to your household contents cover. This means a claim under the automatic extensions to your household contents cover does not affect your claims-free benefit.

You can get lower premiums if you do not claim (the claims-free group benefit). The claims-free group benefit works on a points system. You can earn one point for every year of cover that you do not claim in, until you reach a maximum of six points, the minimum points is zero. The points are given to you on the policy anniversary date.

You lose two points for each claim that we pay out in this time. If you pay for your cover yearly, the points will be taken off at your next anniversary date. If you pay for your cover monthly, the points will be taken off in the month after we pay out the claim.

### **5. Automatic extensions to your household contents cover**

You automatically receive extra cover for these events and items. The amount we pay is a percentage of the maximum amount of cover on the household contents.

#### **5.1 An increase in cover for household contents from 15 December to 31 January**

We automatically increase your amounts of cover for household contents by 10% from 15 December to 31 January every year.

#### **5.2 Five categories of automatic extensions**

There are five categories of automatic extensions named Category A to Category E below. The amount of the payout is different for each category and shown on the schedule.

##### **5.2.1 Category A: Automatic extensions**

For the following loss or damage, we pay the lower amount of:

- 5% of the maximum amount of cover for household contents; or
- R20,000.

##### **5.2.1.1 Personal documents if lost, stolen or damaged by a covered event**

We pay only for the value of the materials and the cost of labour in restoring or replacing the documents. We do not pay for the value of the content to you.

##### **5.2.1.2 Household contents in the open if lost, stolen or damaged by a covered event**

We pay only if the items are designed to be in the open, including garden and swimming pool furniture and implements, pool safety nets, braais, gas bottles and laundry. The loss, theft or damage must have taken place at the home.

### **5.2.1.3 Household contents in transit**

We pay for loss, theft and damage to household contents that are in transit between the home and a place of purchase, repair, restoration, renovation, or accommodation for holiday purposes.

The only events covered for household contents in transit or holiday accommodation are:

- fire, lightning or explosion;
- collision or the vehicle overturning;
- theft or attempted theft from an unattended vehicle but only if the contents were concealed as much as possible and if there was visible, forcible and violent entry or exit.

### **5.2.1.4 Vet costs**

We pay vet costs for accidental bodily injury to your pets from a road accident.

### **5.2.1.5 Items belonging to guests in the home**

We pay for items belonging to guests in the home if the items are lost, stolen or damaged by a covered event and if the items are not covered under any other insurance. We do not pay for guests' SIM cards, cash and similar negotiable instruments (such as cash, vouchers and credit, debit and cash cards).

### **5.2.1.6 Temporary repairs and steps to prevent more loss and damage**

We pay for temporary repairs due to an event we cover and for taking any actions necessary to prevent more loss and damage to household contents.

## **5.2.2 Category B: Automatic extensions**

We pay 100% of the maximum amount of cover for the following events:

### **5.2.2.1 Death from an injury at home**

If you die within 12 months from an injury as a direct result of an accident that happens in the home, we pay out. We pay only if the death is independent of any other cause.

### **5.2.2.2 Hole-in-one in amateur golf game**

If you score a hole-in-one playing in an amateur game of golf under the recognised rules of the club in terms of the rules at any recognised golf club, we pay out. You must give us written confirmation from the secretary of the club.

### **5.2.2.3 Full house in bowls**

We pay if you score a full house in an amateur game of bowls with all eight or nine bowls to count as a member of a team of two, three or four in terms of the rules at any recognised bowls club. You must give us written confirmation from the secretary of the club. We pay only once for every full house in one game. This extension is limited to two full houses per year.

## **5.2.3 Category C: Automatic extensions**

We pay up to the maximum amount of cover for the following events:

### **5.2.3.1 Water lost through leakage**

We pay for water charges from a local authority for water lost through leaking pipes at the home but only if both these conditions are met:

- a. the water meter reading is 50% or more over the average of your previous four readings.

- b. you take immediate steps to repair the pipes affected when the leak is discovered (either by physical evidence or an abnormally high water bill).

We pay the amount that is in excess of the average water charges. We do not pay for the following events and items:

- more than two separate events in any period of 12 months;
- the cost of repairing leaking pipes;
- loss of water from leaking taps, water heating apparatus or sanitary systems, swimming pool structures and inlet or outlet pipes;
- loss of water if the home is unoccupied for more than 60 consecutive days.

#### **5.2.3.2 Tracing a leak**

We pay for the reasonable cost of tracing the source of a water, gas or oil leak from any fixed domestic water or heating appliance (such as a geyser). We also pay for repairs to floors, walls, and ceilings where the damage results from the leak.

We pay only if the first sign of leakage takes place after the start date of this section.

We do not pay for:

- the cost of repairing the leak;
- more than two separate events in any period of 12 months.

#### **5.2.3.3 Theft from outbuildings**

We pay for theft or attempted theft from the outbuildings. We pay up to the maximum amount of cover for household contents shown on the schedule if any one of the following conditions are met:

- a. a burglar alarm that extends to the outbuildings is installed and activated when the outbuildings are unattended or unoccupied; or
- b. there is proof of forcible, visible and violent entry or exit.

If neither of these conditions are met, then we pay up to the maximum amount shown on the schedule for this cover.

However, if the home was unoccupied for more than 60 consecutive days in any calendar year, we will only pay for theft or attempted theft from the outbuildings if we had given our prior consent in writing to extend cover.

#### **5.2.3.4 Damage to gardens**

We pay for damage to trees, shrubs, plants, water features and sprinkler irrigation systems at the home if caused by any of the following:

- fire and explosion;
- lightning;
- impact by vehicles, aerial devices (for example satellite dishes), aircraft and articles falling from them;
- earthquake;
- malicious damage;
- any person responding to an emergency at the home.

If you are the tenant, we pay for this damage only if you are legally responsible for the garden.



### **5.2.3.5 Loss or damage caused by wild animals**

We pay for loss or damage that wild animals cause to your household contents in the home.

Wild animals are animals that live freely in their natural environment and are not confined in any way.

### **5.2.3.6 Removing fallen trees**

We pay up to the maximum amount of cover for costs you incur to remove fallen trees or any part of fallen trees from the home due to an event we cover. We do not pay for removing trees that you have cut down yourself or arranged to have cut down.

If you are the tenant, we pay for this damage only if you are legally responsible for this.

### **5.2.3.7 Money and negotiable instruments**

We pay for the loss of money and negotiable instruments from the home because of a covered event. If the money or negotiable instruments were stolen, we pay only if there was forcible and violent entry into or exit from the home.

### **5.2.3.8 Debit cards, credit cards and SIM cards**

We pay for loss arising from the fraudulent use of your debit, credit or SIM cards by anyone who is not a member of your family or household. However, we pay only if all the following conditions are met:

- You reported the loss within 24 hours of the loss to the organisation that issued the relevant card;
- You complied with the conditions of issue of the card;
- You followed security warnings that the card issuer gave to you and the general public;
- The relevant card is your personal card and was not issued to you or authorised to you by your employer;
- The costs cannot be recovered from any other source.

### **5.2.3.9 Deterioration of food**

We pay for the deterioration of food contained in any refrigerator and deep freeze unit in the home as a result of change in temperature arising out of a defined event covered under this section. We do not cover spoiling due to load-shedding, or electrical grid failure, of a power-supply authority on a national, regional, municipal, local and/or private level.

### **5.2.3.10 Medical emergency treatment costs:**

We pay for medical emergency treatment costs you incur because of accidental bodily injury suffered by:

- Anyone but you caused by your pet;
- A guest or visitor because of a defect in the home or household contents;
- A domestic worker in the course and scope of their employment with you.

We pay only for medical expenses that cannot be recovered from any other source.

### **5.2.3.11 Domestic workers' belongings**

We pay for your domestic workers' household contents and personal belonging while in the home if they are lost, stolen or damaged by a covered event.

## **5.2.4 Category D: Automatic extensions**

We pay for the following events:

### **5.2.4.1 Removal of rubble and wreckage**

We pay for the removal of rubble and wreckage of household contents from the home after a covered event.

### **5.2.4.2 Accidental damage to any mirror glass or sheet glass**

We pay for accidental damage to any mirror glass or sheet glass forming part of the household contents. Includes glass forming part of stove/oven which you are legally responsible for (not insured elsewhere). Excludes glass of other domestic appliances and computers.

### **5.2.4.3 Fire-fighting charges**

We pay for fees charged by fire-fighting authorities for the cost of putting out a fire following fire damage or to prevent or reduce more damage to the household contents.

### **5.2.4.4 Locks and keys**

We pay the reasonable and necessary costs for loss or damage to any locks or keys for the home (including card keys, remote control devices and reprogramming of these devices).

### **5.2.4.5 Security guards**

We pay the reasonable and necessary costs for employing a security guard following a covered event. We pay until the home is secure again.

### **5.2.4.6 Accidental damage to landline telephones**

We pay for accidental damage including electrical and mechanical breakdown to landline telephones and their accessories (such as portable phones) at the home. The telecommunication provider's regulations for trading in phones apply where practical.

We do not cover lines and extension wires.

### **5.2.4.7 Household contents in transit for change of permanent address**

We pay for loss, theft and damage to household contents that are being moved by a professional moving company between the home and a new, permanent address:

- fire, lightning or explosion;
- collision or the vehicle overturning;
- theft or attempted theft from an unattended vehicle but only if the contents were concealed as far as possible and there was forcible, visible and violent entry or exit.

### **5.2.4.8 Accidental damage to television and ancillary equipment**

We pay for accidental damage to any television set, video recorder, DVD player, decoder, Blue-ray players, and any of their aerials and satellite dishes in the home. An example of accidental damage is if the television set is dropped or knocked off the table. We do not cover mechanical or electrical breakdown.

#### **5.2.4.9 Stamp, coin and medal collections**

We pay for stamp, coin and medal collections if they are lost, stolen or damaged by a covered event. We pay only on the following conditions:

Limit for stamp and coin collections:

We do not pay more than 25% of the maximum amount of cover on contents for stamp and coin collections combined.

For stamp collections:

We pay only if one or more complete pages of the collection are lost or damaged. We pay the lower amount of:

- two-thirds of the value of any stamp as stated in a published catalogue current at the time of the loss or damage;
- R5,000 for each stamp. For coins and medals

We pay the lower amount of:

- two-thirds of the value of any coin as stated in a published catalogue current at the time of the loss or damage;
- R5,000 for each coin or medal. We do not pay at all for current coins.

#### **5.2.5 Category E: Automatic extensions**

We pay for the following events:

##### **5.2.5.1 Household contents temporarily away from the home**

We pay for household contents temporarily away from the home, if they are stolen, lost or damaged by a covered event. We pay for theft or attempted theft only if there was forcible, visible and violent entry into or exit from the temporary home.

The only places we cover are:

- an occupied private residence or medical facility;
- a lodging house, hotel, club, holiday facility, school, place of study or nursing home where you are temporarily residing;
- business premises where you are working;
- a furniture storage depot or bank safe deposit;
- premises for cleaning, dyeing, alteration repair, renovation or restoration;
- we do not cover anywhere outside of the territory.

##### **5.2.5.2 Rent and alternative accommodation**

We pay up to 25% of the maximum amount of cover for household contents.

We pay for rent and alternative accommodation for you and your pets, if the home is not fit to live in because of loss or damage from a covered event.

We pay the reasonable costs you incur in renting or staying in alternative accommodation, including for domestic workers who normally live with you. We also pay for storage costs of undamaged items.

We pay only for as long as is reasonably needed to make the home fit to live in again or for you to take up permanent residence somewhere else, whichever is earlier.

### 5.2.5.3 Business from home

We pay the lower amount of:

- 35% of the maximum amount of cover for household contents;
- R50,000.

If you carry on a business from the home, we pay for loss or damage to business goods (excluding products you manufacture or sell).

The business or profession must be conducted at your home and you use the home mainly for residential purposes. The business must not be a bed and breakfast or any other accommodation for reward. Your business must either:

- comprise offices, consulting rooms or home industry; or
- employ no more than two people in the business and the chance of loss or damage to household contents is not increased by carrying on the business from home.

## 6. Optional extensions to your cover for household contents

You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these extensions.

### 6.1 Accidental damage not otherwise insured

We pay up to the maximum amount of cover for accidental damage to the household contents in the home that is not otherwise insured.

We do not pay for any of the following:

- a. loss or damage to any of the following:
  - tools, gardening implements or garden furniture;
  - automatic swimming pool cleaning equipment;
  - contents of refrigerators or freezers;
  - musical instruments if the loss or damage is related to the breakage of reeds, skins or strings;
  - sporting equipment;
  - firearms;
  - portable computer equipment, cellular phones, mobile communication equipment, hand-held portable telephones, video, audio tapes, cassettes, compact discs or DVDs;
  - articles of a fragile nature.
- b. damage that is covered by any manufacturer's or supplier's warranty, purchase agreement or service contract.
- c. loss or damage caused by over-winding clocks or other mechanical apparatus.
- d. cracking, scratching, denting or chipping of furniture, glass, glassware, jewellery or other brittle articles.
- e. the cost of reproducing or repairing data and images on tapes, film, digital or any other medium.
- f. depreciation in value of any nature or any gradual operating cause, process of dyeing, cleaning or renovating.
- g. electronic, electrical and mechanical breakdown.
- h. damage directly or indirectly due to:
  - alterations, renovations or additions to the home;

- faulty design or workmanship or using tools or equipment in an incorrect manner or purposefully overloading a machine;
  - confiscation or detention by any process of law;
  - deliberate power cuts or load shedding;
  - consequential damage of any nature.
- i. loss or damage caused by tenant.

## 6.2 Electrical and mechanical breakdown

We pay up to the maximum amount of cover for electrical or mechanical breakdown to the household contents while in the home. We do not pay if the breakdown is otherwise covered.

We do not pay for:

- a. loss or damage to any tools or gardening implements.
- b. loss or damage to any portable computer equipment or cell devices.
- c. loss or damage covered by any manufacturer's guarantee, purchase agreement or service contract.
- d. the cost of reproducing or repairing data and images on tapes, film, digital or any other medium.
- e. loss or damage to internal combustion engines or electrical generators.
- f. derangement arising directly or indirectly due to:
  - faulty design or workmanship or using tools or equipment in an incorrect manner; or purposeful overloading of the machine.
- g. depreciation in value of any nature.

**Derangement** means using something in a way it was not designed for that leads to breakdown or incorrect alignment of parts.

## 6.3 Power surge

We pay up to the maximum amount of cover for damage to the household contents caused by power surges from accidental changes in the power supply by a public supply authority.

We do not pay for power surges caused by you not paying your electricity bill or you not buying electricity if you ran out.

At any time, we have the right to ask that the main electrical distribution boards of the home are protected with surge protectors, lightning arrestors or other protection devices installed to SANS 0142 specification, and to remove cover for additional power surge if this is not done.

## 7. How we pay

We may decide to do one or more of the following:

- 7.1 pay the costs to repair the loss or damage.
- 7.2 replace the stolen, lost or damaged item.
- 7.3 pay cash to you for the stolen, lost or damaged item.

## Section 28: Specific items all risks section

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### 1. Definitions and explanations specific to this section

The following definitions apply to specific items all risks section only.

**Home** means the address shown on the schedule under household contents section. In this section, territory means anywhere in the world including transit by land, sea or air.

Specific items all risks insures you for items that you might take out of the home or wear while out of the home, and for items of high value. There are two categories of specific items cover (all risks): specified items and unspecified items.

**Specified items** means items listed individually on the schedule. If any of these items are stolen or damaged at the home, we will pay under this section, and not under your household contents cover.

**Unspecified items** means items not listed individually on the schedule. If any of these items are stolen or damaged at the home, we will pay under household contents cover and not under this section. You choose a maximum amount of cover for unspecified items that you do not individually cover. If you have a claim, we do not pay more than 25% of the maximum amount of cover with a maximum limit of R6,000 for any individual item. Any items over this limit must be specified. Cash, is also subject to a maximum amount of R5,000.

Increases in cover for inflation.

We automatically increase the maximum amount of cover for unspecified items yearly on the anniversary date of your policy by an amount to cater for the effect of inflation. We will endorse your policy with the new maximum amount of cover and let you know the new premium for the increased cover. You are still responsible for making sure that the unspecified items amount of cover is adequate.

### 2. Unspecified items: these are items you would normally wear or carry on you, including:

1. Handbags, briefcases and similar items, and anything they contain.
2. Jewellery and watches.
3. Glasses, sunglasses and contact lenses.
4. Clothing.
5. Sports equipment you own or are legally responsible for.
6. iPods, MP3 players and other portable audio and visual equipment (such as a portable DVD player).
7. Baby push carts and car seats.

### 3. Specified items – items we cover only if specified individually on the schedule

The following items are covered only if they are specified individually. You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these items:

- 3.1 Pedal cycles (for example a bicycle).
- 3.2 Wheelchairs.
- 3.3 Firearms.
- 3.4 Musical instruments.
- 3.5 Car sound reproduction and audio-visual devices including accessories installed in any vehicle.
- 3.6 Cell phones, smartphones, two-way radios, other portable communication devices and all their accessories.
- 3.7 Cameras and photographic equipment.
- 3.8 GPS devices.
- 3.9 Electronic games and sound or audio-visual recording equipment and their accessories (including video recorders, camcorders, PlayStation and Wii).

- 3.10 Stamp and coin collections.
- 3.11 Camping equipment.
- 3.12 Fishing equipment.
- 3.13 Horse riding equipment.
- 3.14 Hang gliders, parachutes and windsurfers.
- 3.15 Canoes, sailboards, surfboards, diving and fishing equipment, and kite boards.
- 3.16 Caravan and trailer contents, including camper trailers.
- 3.17 Walka (handheld TV, small rechargeable lightweight portable device).
- 3.18 Any item listed above under unspecified items if it is valued at more than R6,000 for each individual item.

#### **4. Other events and items we cover**

##### **4.1 Theft, accidental loss and damage**

We pay for theft and accidental loss or damage to:

- 4.1.1 Your specified items and unspecified items.
- 4.1.2 The specified items and unspecified items of others if you are legally responsible for those items.

##### **4.2 Unattended vehicles**

For theft or accidental loss from an unattended motor vehicle, we pay only if one or both of the following conditions are true:

- 4.2.1 There was visible, violent and forcible entry into, or exit from, the locked boot, locked interior or locked compartment that forms part of a locked motor vehicle.
- 4.2.2 The motor vehicle was involved in an accident at the time of the theft or loss.

##### **4.3 Unattended caravan, trailer or watercraft**

For theft or accidental loss from an unattended caravan, trailer, or watercraft, we pay only if one or both of the following conditions are true:

- 4.3.1 There was visible, violent and forcible entry into, or exit from the caravan, trailer or watercraft and all windows, doors, luggage compartments and the roof of the caravan were properly closed and securely locked.
- 4.3.2 The caravan, trailer or watercraft was involved in an accident at the time of the theft or loss.

We do not pay for loss or damage related to any act of fraud or dishonesty by anyone that you lend or hire the caravan to.

##### **4.4 Alternative power solutions** (if stated in the schedule as included)

Damage or loss to the whole or part of the property described in the schedule, owned by the insured or for which the insured is responsible, caused by any misfortune not otherwise excluded or restricted to the cover selected.

##### **Definitions**

Alternative power solutions – any energy source alternative to public utility electricity supply.

Solar power solutions – electricity generating systems designed to supply usable solar electricity by means of photovoltaics. It consists of an arrangement of several components, including a solar array and an inverter. These may be linked to one or more batteries.

##### **Comprehensive cover** (if selected as the Basis of cover)

Loss of, or damage to, the whole or part of the property described in the schedule by any accident or misfortune not otherwise excluded, provided that the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every Claim.

**Limited cover** (if selected as the basis of cover)

Loss of, or damage to, the whole or part of the property described in the schedule limited to the perils defined in points 1-6 below.

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow.
3. Earthquake but excluding damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped therefrom.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in, or on, such vehicles.
6. Malicious damage, excluding damage caused by theft or attempted theft.

**The Company will not be liable for:**

- i. any cause associated with the design or construction of the support structure of the solar panels that may be considered faulty, defective or inadequate.
- ii. loss or damage caused by overloading any solar system component.
- iii. we do not cover loss or damage to a solar system fitted on a thatch roof.
- iv. replacing any undamaged solar plant components.
- v. failure to comply with any licencing laws or regulations related to solar power solutions, including building regulations relating to rooftop installations.
- vi. Loss or damage to Solar power solutions generating electricity for the purpose of selling power units for reward or profit.
- vii. Any consequential loss or business interruption following loss or damage

**Conditions**

All exclusions, conditions, and provisions as per this section will apply in addition to the Alternative power solutions extension.

- a. It is warranted that the solar plant must be installed by a qualified electrician and in accordance with the relevant South African National Standards (SANS) regulations and that such electrician issues the applicable electrical Certificate of Compliance.
- b. It is further warranted that the Certification of Compliance must be re-issued by the relevant qualified electrician at every subsequent addition to or upgrade of the insured solar plant.
- c. Theft of solar panels and any solar system components (comprehensive cover). Loss or damage caused by theft or attempted theft of the solar panels is subject to visible evidence of forced removal of or tampering with the solar panel(s).

**5. Events and items not covered**

5.1 Items not covered

We do not cover any of the following:

- 5.1.1 Vehicles, watercraft and aircraft.
- 5.1.2 Portable computer equipment and accessories (such as laptops and palm tops, iPads and tablets). These should be more specifically insured under the personal computer equipment section.
- 5.1.3 Cameras and other photographic equipment used for professional purposes or for reward. We will cover these items if you use them only for a hobby or part-time income.
- 5.1.4 Musical instruments and sound or audio-visual devices used for professional purposes or for reward. We will cover these items if you use them only for a hobby or part-time income.



- 5.1.5 Sporting equipment whilst in use, other than golf clubs or pedal cycles whilst taking part in social trail runs. We do not cover if you are a professional golf player or cyclist.
- 5.1.6 The following items inside caravans and trailers at the time of the theft, accidental loss or damage:
- a. fixtures and fittings.
  - b. side tents.
  - c. cash.
  - d. jewellery and watches.
  - e. tools, goods and samples in connection with any trade or business.

## **5.2 Events not covered**

We do not pay for loss or damage related to any of the following:

- 5.2.1 Chipping, scratching, chewing or denting.
- 5.2.2 Glass, glassware or any fragile article due to cracking or scratching unless caused by theft or fire.
- 5.2.3 Alteration, repair, maintenance, decoration, restoration or renovation.
- 5.2.4 Anything covered by any guarantee, service contract or any purchase contract of any type.
- 5.2.5 Defective design or materials.
- 5.2.6 The cost of reproducing sounds, data, or images on tapes, film or digital or other medium.
- 5.2.7 Property that is bought specifically to be sold in a business transaction.
- 5.2.8 Derangement of firearms (derangement means using something in a way it was not designed for, that leads to breakdown or incorrect alignment of parts).
- 5.2.9 An event at the home, if the home is unoccupied for 60 or more consecutive days in the 12 months before the event. We have the right to agree to extend this period. Your schedule will show if we have agreed to extend this period.

## **6. Conditions specific to your specific items cover (all risks)**

### **6.1 Cover your specific items for their replacement value**

It is your responsibility to get cover for the new replacement costs of your items. If at the time of a claim, the maximum amount of cover is less than the new replacement costs, we will pay the maximum amount of cover or less, if the item can be replaced for less.

### **6.2 Watches and jewellery**

Keep watches and jewellery in a safe.

You warrant that you keep all jewellery and watches that you do not wear as part of your daily routine, and that have a value of more than R25,000 per single item in a locked and hidden safe. This includes watches, gemstones and items made from platinum, gold and silver. The safe must be securely attached to the wall or floor.

If you are staying elsewhere temporarily, this condition applies to those premises to the extent that a safe is available on those premises.

Theft from safe is subject to forcible or violent entry into the safe.

A valuation certificate.

You must send us a valuation certificate by a professional jeweller who sets out the condition of all clasps, links and claws, and the value of the jewellery or watch. The certificate must pre-date the loss or damage. We pay either:

- the value on the certificate if it is equal to, or lower than, the maximum amount of cover for the item;

- the maximum amount of cover if the value on the certificate is higher than the maximum amount of cover.

If you cannot provide the valuation certificate or proof of purchase, we pay the new replacement cost or cost of repair, but not more than 25% of the value you insured the item for.

### **6.3 Firearms**

You warrant that at all times and in all places you comply with the legal requirements for owning, using and safekeeping a firearm. You must keep any firearms that you are not using in a locked and hidden safe. The safe must be securely attached to the wall or floor.

This condition also applies while the firearms are at any other place you may be staying temporarily.

### **6.4 Items in safety deposit facilities**

If an item listed on the schedule is shown as being kept in a safety deposit facility, the cover under this section only applies while the item is in that facility. A safety deposit facility includes a bank safe.

### **6.5 Pairs and sets**

We do not pay for the special value that a pair or set might have. If one item in a pair or one part of a set is stolen, lost or damaged, we pay only for that item.

### **6.6 Pedal cycles**

We pay for damage to pedal cycles caused by racing, pacing and trail runs but not if used for professional reasons.

When a pedal cycle is not at the home, and while you are not using it, you must keep it, and its accessories, attached by a security device to either:

- a permanently fixed structure.
- a carrier attached to your motor vehicle.

If you do not, we do not pay for loss or damage to this item.

### **6.7 Wheelchairs**

We pay for damage to wheelchairs caused by racing, pacing and trail runs.

When a wheelchair is not at the home and while you are not using it, you must keep it, and its accessories, attached by a security device to either:

- a permanently fixed structure.
- a carrier attached to your motor vehicle.

If you do not, we do not pay for loss or damage to this item.

### **6.8 Caravan and trailer contents**

We will pay you for the contents of caravans and camper trailers if they are specified in the schedule. We cover your insured item while it is in the caravan, camper trailer or in an attached tent.

We do not cover:

- theft of an insured item while the caravan and attached tent is unattended, unless there are visible signs of forced entry.
- theft of an insured item from the camper trailer or trailer and attached tents, unless there are visible signs of forced entry.
- permanent fittings of the caravan, camper trailer or trailer. Permanent fittings are items that were fitted by the manufacturer of the caravan or camper trailer.
- loss or damage caused by fraud or dishonesty by a person who has borrowed or hired the caravan or trailer.

- e. the terms and conditions we list under “events we do not cover” in this section also apply to the contents of caravans, camper trailers, trailers and attached tents.

### **6.9 Horse riding equipment**

If the horse riding equipment is not stored at the home, we will pay for theft only if there was violent and forcible entry into, or exit from, the premises where it is stored.

### **6.10 Stamp, medal and coin collections**

#### **Stamps**

If a stamp collection is listed in the schedule, we pay only if one or more complete pages of the collection are stolen, lost or damaged.

We pay the lower amount of:

- the value of any stamp as stated in a published catalogue current at the time of the loss or damage;
- the maximum amount of cover shown in the schedule.

#### **Coins and medals**

If a coin collection is specified in the schedule, we pay the lower amount of:

- the value of any coin as stated in a published catalogue current at the time of the loss or damage;
- the maximum amount of cover shown in the schedule. We do not pay at all for current coins.

### **6.11 Musical instruments**

We pay for theft, loss or damage while musical instruments are in transit in a vehicle. You must check the conditions for items in an unattended vehicle, caravan or trailer in paragraph 4.2 and 4.3 above. If the instrument is not in the home, we do not pay for loss or damage caused by a person tampering with the musical instrument with, or without, your permission. This is whether in your presence, or when the musical instrument is left unattended.

We do not pay for broken strings, reeds or drumheads.

### **6.12 Riots and strikes outside South Africa and Namibia**

What you are covered for:

Under this extension, we pay for loss or damage directly caused by:

- a. civil commotion, labour disturbances, riots, strikes or lockouts that occur outside of South Africa and Namibia;
- b. tact of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (1) above.

This extension does not cover:

- a. loss of, or damage to, property occurring within South Africa or Namibia;
- b. consequential loss or damage;
- c. the total, or partial stopping of work, or the slowing, interrupting or stopping of any process or operation;
- d. loss or damage caused by a lawful authority permanently, or temporary taking away the insured items, for example, through confiscation, commandeering or requisition;
- e. loss or damage related to, or caused by, any occurrence referred to in general terms and conditions.

If we state that loss or damage is not covered under this policy for these reasons, you will have to prove the contrary if you wish to proceed with a claim under it.

## **7. How we pay**

We may decide to do one or more of the following:

- 7.1 Pay the costs to repair the loss or damage.
- 7.2 Replace the stolen, lost or damaged item.
- 7.3 Pay cash for the stolen, lost or damaged item.

## Section 29: Personal computer equipment section

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### 1. Definitions and explanations specific to this section

The following definitions apply to personal computer equipment section only.

**Items** means electronic data processing equipment, and proprietary software listed that belongs to you or that you are responsible for. This includes computers, portable computer equipment and accessories, laptops, palmtops, iPads, tablets, Drifta (mobile decoder), printers, scanners and similar equipment.

The items that you are covered for will be shown on the schedule.

### 2. Events and items we cover

Loss of, or damage to, the items from any cause, unless it is excluded by this section. In this section, territory means anywhere in the world including transit by land, sea or air. See events and items not covered below.

#### 2.1 Unattended vehicles

For theft or accidental loss from an unattended motor vehicle, we pay only if one or both of the following conditions are true:

- 2.1.1 There was visible, violent and forcible entry into or exit from the locked boot, locked interior or locked compartment that forms part of a locked motor vehicle.
- 2.1.2 The motor vehicle was involved in an accident at the time of the theft or loss.

#### 2.2 Unattended caravan, trailer or watercraft

For theft or accidental loss from an unattended caravan, trailer, or watercraft, we pay only if one or both of the following conditions are true:

- 2.2.1 There was visible, violent and forcible entry into, or exit from the caravan, trailer or watercraft and all windows, doors, luggage compartments and the roof of the caravan were properly closed and securely locked.
- 2.2.2 The caravan, trailer or watercraft was involved in an accident at the time of the theft or loss.

We do not pay for loss or damage related to any act of fraud or dishonesty by anyone that you lend or hire the caravan to.

### 3. Events and items not covered

We do not pay for:

- 3.1 Data lost because of programme errors, viruses, incorrect entry or the mistaken cancellation or corruption of data.
- 3.2 The costs of any alteration, addition, improvement or maintenance carried out at the time of repair.
- 3.3 Temporary repairs that cause extra loss or damage.
- 3.4 Loss or damage:
  - a. provided for under any maintenance or lease agreement.
  - b. caused by wear and tear, or gradually operating causes, developing poor contact points or scratching of painted or polished surfaces.
- 3.5 Parts that have a short life.
- 3.6 Loss of use of the items or consequential loss, damage or other liability of any nature other than losses specifically covered in this section, for example, if you are unable to meet a work deadline.
- 3.7 Theft or accidental loss from an unattended motor vehicle, caravan, trailer or watercraft. You must check the conditions for items in an unattended vehicle, caravan, trailer or watercraft in paragraph 2.1 and 2.2 above.

3.8 An event at the unoccupied home if your home is unoccupied for at least 60 consecutive days in the 12 months before the event. We have the right to agree to extend this period. Your schedule will show if we have agreed to extend this period.

#### **4. Cover the personal computer equipment for replacement value (average)**

It is your responsibility to get cover for the full replacement value of your items. The amount needed to replace your insured item with similar new items is called replacement value. If, at the time of the loss or damage or claim, we determine that the maximum amount of cover is less than the replacement value, it means that you are underinsured, and we will not pay the full amount of the loss or damage. We pay for the percentage of cover you bought, and you will be your own insurer for the difference. The balance for a proportional share of the loss or damage is your responsibility.

#### **5. Optional extension to personal computer equipment cover**

You only have this cover if you bought it and it is shown on the schedule. There is an extra premium for this extension.

##### **5.1 Reinstatement of data**

We pay up to the maximum amount of cover for costs and expenses necessary and reasonably incurred to recompile data or programmes, or both, recorded on data-carrying media, if lost because of an accident.

We do not cover costs and expenses incurred caused by programme errors, viruses, incorrect entry, or corrupting or cancelling data by mistake.

This cover is only available on laptops and desktops.

#### **6. How we pay**

##### **6.1 For partial loss or damage to the item**

We pay up to the maximum amount of cover for the costs and expenses necessary and reasonably incurred to restore the damaged items to their working condition immediately before they were damaged provided that:

6.1.1 We will deduct the value of parts that can be used in any way, from what we pay.

6.1.2 We will pay the costs of any temporary repairs you carry out without our consent in the interest of safety, or to minimise further loss or damage to the item. If these temporary repairs cause additional loss or damage, the consequences, including any additional costs, will be for your account.

6.1.3 Where the loss or damage is restricted to a part, or parts of a covered item, we pay only for the cost of the part, or parts that are lost or damaged.

##### **6.2 For total loss or damage to the item**

We pay up to the maximum amount of cover for the replacement costs of the item to its condition when new, provided:

6.2.1 You replace it with a new item of equal performance or capacity or both. If this is impossible, you must replace it with a new item that has the next closest performance or capacity. We pay for the freight costs and customs duties.

6.2.2 You replace the item as soon as possible and in the most economical way.

6.2.3 You ensure that you update your cover with details of the new item. If you do not update your cover we only pay up to the maximum amount of cover noted in the schedule. This means we will only pay the value of the old item even if the new item is lost or damaged.

## Section 30: Personal legal responsibility section

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### 1. Definitions and explanations specific to this section

The following definitions apply to personal legal responsibility section only.

**Property** means any property that can be seen and touched. For the purpose of this section the territory means anywhere in the world including transit by land, sea or air. It specifically excludes intellectual property.

**Home** means the address of buildings shown on the schedule for the household contents section.

**You or your** in this section only means the people named on the schedule and include the insured's spouse, the insured's immediate family who live with the insured and the dependants that the insured is legally responsible for.

**Occurrence** means one incidence or series of incidences arising out of one event.

### 2. Events and items we cover

We pay all amounts that you become legally responsible to pay for the following events that might occur anywhere in the world during the period of cover:

- 2.1 Accidental death, bodily injury or illness of another person.
- 2.2 Accidental loss of, or damage to property belonging to another person.

### 3. Events and items not covered

We do not pay any liability claim for:

- 3.1 Your death, bodily injury or illness.
- 3.2 Your employees other than your domestic workers in the course of their employment.
- 3.3 Your trustees, beneficiaries, directors, members of their families who live with them (if you are a trust or close corporation).
- 3.4 Loss of, or damage to, property owned by or under the control of any people mentioned in 1, 2 and 3 above.
- 3.5 Loss of, or damage to, your property or property in your custody or control.
- 3.6 Loss of, or damage to, your employee's property while the property is at your home.
- 3.7 Death, bodily injury or illness arising directly or indirectly from any animals other than your pet dogs and pet cats.
- 3.8 Responsibility arising out of your ownership, possession or occupation of buildings or land other than buildings that are covered under this policy.
- 3.9 Responsibility arising directly, or indirectly, from the ownership, possession, control or use of any vehicle, watercraft or aircraft other than surfboards, paddle skis, and models of vehicles, watercraft or aircraft.
- 3.10 Accidental loss or damage to property you or another person in your employment borrows, rents, owns, keep in trust, or has control or custody of moveable, or immoveable property.
- 3.11 Responsibility arising directly or indirectly out of the purchase, sale, barter or exchange of property or your failure to comply with any obligations in relation to the transaction.
- 3.12 Responsibility arising out of seepage, pollution or contamination of any type.
- 3.13 The cost of cleaning, removing, reversing the effect of damage, or reinstating property lost or damaged by seepage, pollution or contamination.
- 3.14 The costs of, or relating to, any judgement, award, payment or settlement made in the United States of America or Canada or any country that operates under the laws of those countries, even if the cost is ratified (formally approved) by a court in another country, unless the judgement, award, payment or settlement is enforced in a competent court in South Africa.

- 3.15 Any punitive damages or any fines, penalties or exemplary damages anywhere in the world, including South Africa.
- 3.16 Loss or damage to property that is also covered under any other insurance policy.
- 3.17 Responsibility arising out of your dishonest, fraudulent or malicious acts of physical assault.
- 3.18 Loss or damage arising out of your reckless disregard of the possible consequences of your acts or failures to act.

#### **4. Conditions specific to your personal legal responsibility cover**

There are no extra conditions but you must make sure you comply with the general terms and conditions.

Automatic extensions to personal legal responsibility cover

You automatically receive cover for these events and items.

We pay up to the maximum amount of cover for all amounts that you become legally responsible to pay for any of the following events occurring during the period of cover anywhere in the world.

##### **4.1 Contracts with security companies**

We pay for the costs you are legally responsible for, arising out of a written contract with any registered security company or armed response services to protect your property. The event must have taken place at the home you live in (as shown in the household contents or buildings (home) section) or be as a result of an incident that started at the home. The security contract must be dated before the events that result in a claim against you.

We pay for all costs you are legally responsible for, including legal costs of the other person, and costs you incur to defend or settle the claim, if we agree to it in writing.

##### **4.2 Wrongful arrest**

We pay for the costs you are legally responsible for if you wrongfully arrest someone when you perform your duties as a member of a neighbourhood watch group or of a similar voluntary non-profit organisation. This includes the costs you are legally responsible for from an assault during the arrest or search linked to the arrest. We will only pay if the wrongful arrest takes place during the period of cover.

We pay for all costs you are legally responsible for including legal costs of the other person and costs you incur to defend or settle the claim, if we agree to in writing.

##### **4.3 Identity fraud**

We pay for the costs you are legally responsible for if someone unlawfully uses your personal identity without your written consent to obtain any cash or credit cards or bank or credit accounts in your name. We pay only if your personal identity details were unlawfully obtained and the transaction takes place during the period of cover.

We do not pay for:

- a. Losses that result from your business pursuits.
- b. Losses caused by a member of your family or household.
- c. Any legal or other expenses you incur to resolve the identity fraud.
- d. Any loss that is reported to us after 12 months after the end date of this section.

##### **4.4 Homeowners' liability**

We pay for the costs of the damages that you, as the owner of your home, become legally responsible to pay for any:

- a. Accidental bodily injury or illness of another person during the period of cover.
- b. Accidental death of another person during the period of cover.
- c. Accidental loss of, or damage to property that belongs to another person during the period of cover.



We do not pay for legal responsibility (liability) arising out of, or related to the insured's business or occupation.

#### **4.5 Tenants' liability**

We pay for the costs you are legally responsible for caused by loss of or damage to, the building or home including fixtures and fittings that you need to pay as a tenant of a private home to the owner of the building:

- a. Fire and explosion.
- b. Storm, wind, water, flood, hail, snow.
- c. Theft and attempted theft.
- d. Collision by vehicles or animals.
- e. Loss or damage to locks, keys and remote control units.
- f. Accidental damage, or breakage of fixed sanitaryware, mirrors and fixed glass, but not chipping, scratching or any other disfiguration.
- g. Accidental damage to sewerage, electricity, water, gas or telephone supply connections between the home and the main supply.
- h. Accidental death, bodily injury or illness of any other person in the period of cover.
- i. Accidental loss of or damage to property belonging to another person in the period of cover.

We do not pay for damage caused by subsidence and landslip. However, we do pay for loss or damage caused by flowing surface water removing land that supports the building, by flowing surface water.

We do not pay for legal responsibility (liability) arising out of, or related to the insured's business or occupation.

#### **4.6 Domestic employees' liability**

We pay for the costs you are legally responsible for from accidental death, or bodily injury to your domestic employee, when they are employed by you.

We do not pay if it is linked to any criminal action against you out of an alleged contravention of the Occupational Health and Safety Act No 85 of 1993 (OHSA No 85 of 1993).

We do not pay for legal responsibility (liability) arising out of, or related to, the insured's occupation or business.

### **5. Optional extension to personal legal responsibility cover**

You only have this cover if you bought it. If you bought it, it will be shown on the schedule. There are extra premiums for these extensions.

#### **5.1 Business from home**

If you conduct a business from your home, we pay for legal responsibility directly or indirectly related to your business or profession.

##### **5.1.1 Conditions for this cover**

The business or profession must be conducted at your home and you use the home mainly for residential purposes.

Your business must either:

- a. Comprise offices, consulting rooms or home industry, or
- b. Employ no more than two people in the business and the chance of loss or damage to the contents or property is not increased by carrying on the business from home.

The business must not be a bed and breakfast, or any accommodation for reward.

## **5.1.2 Events and items not covered**

We do not pay for your legal responsibility arising directly or indirectly from:

- 5.1.2.1 Any defect in any property on which you are or have been working on if the damage results from that work.
- 5.1.2.2 Any advice or treatment given or administered by you or under your direction.
- 5.1.2.3 Goods or products you sell or supply, including containers, labels and instructions.
- 5.1.2.4 Any contract for the performance of work.
- 5.1.2.5 Any activities directly related to any educational activity for an educational concern.
- 5.1.2.6 Any activities directly related to the care of children (such as child care, nursery school, after school care).
- 5.1.2.7 Any event which could result in a claim under this section of the policy that you have not reported to us.

## **6. How we pay**

We pay up to the maximum amount of cover shown on the schedule. The maximum amount of cover includes all costs and expenses:

- 6.1 That you are legally responsible for and have incurred with our written consent, and
- 6.2 That you are legally responsible to pay as legal costs of the other person, and
- 6.3 That can be recovered from you for any one event, or any series of events, resulting from the same event. This means that if there are multiple claimants, we will not pay more than the maximum amount of cover for all claims combined.

## Section 31: Extended personal legal responsibility section

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Extended personal legal responsibility is top-up cover to cover you already have for personal legal responsibility, whether under this policy, or any other policy you have. This cover is automatically included. We pay up to the maximum amount of cover shown on the schedule.

### 1. Definitions and explanations specific to this section

The following definitions apply to extended personal legal responsibility section only.

**Property** means any property that can be seen and touched anywhere in the world but specifically excludes intellectual property.

**Underlying cover** means an active insurance policy that you own that gives you cover for legal responsibility. This can be with either:

1. A South African insurer covering one or more of your liabilities for:
  - Personal;
  - homeowners;
  - tenants;
  - motor; or
  - watercraft.
2. An insurer anywhere in the world covering motor, watercraft or homeowners' liabilities, where you have had to buy local legal responsibility cover.

### 2. Events and items we cover

We pay all amounts you are legally responsible to pay for the following loss or damage that happens anywhere in the world during the period of cover under this policy:

- 2.1 Accidental death or bodily injury or illness of any person.
- 2.2 Accidental loss or damage to property.  
We only pay if:
  - 2.3 You cannot obtain cover for this personal legal responsibility under the underlying cover.
  - 2.4 The underlying cover specifically excludes this personal legal responsibility.
  - 2.5 The amount of your legal responsibility is more than the limit of liability of the underlying cover and the insurer of the underlying cover has paid or admitted responsibility, or has been held responsible to pay the limit of liability. The limit of liability is treated as being at least R2,500,000 for the purposes of this section. This means we pay for the portion of the claim that is over R2,500,000.

### 3. Events and items not covered

We do not pay for the following events and items:

#### 3.1 Death or bodily injury

We do not pay for death, bodily injury or illness:

- 3.1.1 To you or any member of your family.
- 3.1.2 Arising directly, or indirectly, from any animals other than your pet dogs and cats.

#### 3.2 Industrial disease of employees

We do not pay for any industrial disease of any employees arising out of their employment with you.

### **3.3 Loss or damage to property**

We do not pay for loss or damage to property:

- 3.3.1 Belonging to you, your family or your employees.
- 3.3.2 In your custody or control, other than accidental damage caused by a covered event specified on the household contents section, including damage to fixed sanitary ware or fixed glass and water, gas, sewerage, electricity or telephone connections to residential buildings or outbuildings you have the right to be renting.

### **3.4 Legal responsibility**

We do not pay for legal responsibility arising directly or indirectly from:

- 3.4.1 Your business or profession or employment, including selling goods or providing services for a fee, reward or any other compensation.
- 3.4.2 You hiring out all or part of any property, (except for residential property in South Africa) for a fee, reward or any other compensation.
- 3.4.3 You owning, or using, any aircraft other than model aircraft and hang gliders.
- 3.4.4 You letting, or hiring out all or part of any property for a fee, reward or any other compensation unless the buildings are covered under this policy.
- 3.4.5 The purchase, sale, barter or exchange of property.
- 3.4.6 Seepage, pollution or contamination.
- 3.4.7 HIV or AIDS.
- 3.4.8 Any law that controls the use of a motor vehicle, if by law, you must have cover for legal responsibility or if the state or other governmental body has accepted legal responsibility. This applies whether or not you bought the cover.
- 3.4.9 Any claim for watercraft responsibility, if the legal responsibility is covered under underlying cover except:
  - if the legal responsibility arises outside the areas that apply to the underlying cover; or
  - if the overall length of the watercraft is more than 6.7 metres.
- 3.4.10 Any liquidated damages clauses, penalty clauses or performance warranties except if the claimant can prove that you would have had legal responsibility even without those clauses or warranties. Liquidated damages are damages that are certain, either because they have been agreed in writing, or decided by a judgement.
- 3.4.11 The costs of, or relating to any judgement, award, payment or settlement made in the United States of America or Canada or any country that operates under the laws of those countries, even if the cost is ratified (formally approved) by a court in another country, unless the judgement, award, payment or settlement is enforced in a competent court in South Africa.
- 3.4.12 Any punitive damages or any fines, penalties or exemplary damages anywhere in the world including South Africa.
- 3.4.13 Loss or damage to property that is also covered under any other insurance policy.
- 3.4.14 Your dishonest, fraudulent or malicious acts of seduction or physical assault.
- 3.4.15 Your reckless disregard of the possible consequences of your acts or failures to act.
- 3.4.16 Any debt.
- 3.4.17 The cost of cleaning, removing, reversing the effect of damage, or reinstating property lost or damaged by seepage, pollution or contamination.
- 3.4.18 Any claim for an event between you and a person named on your policy, even if that person has since been removed from your policy.

- 3.4.19 Any claim for motor legal responsibility unless such motor legal responsibility is covered or can be covered by any of the underlying insurance's, other than a claim excluded solely by reason of any territorial restrictions.
- 3.4.20 Any claim arising from your failure to pay maintenance or alimony or any amounts following a breach of promise.
- 3.4.21 Damage to any self-propelled vehicle, trailer, caravan, watercraft or aircraft that is in the insured's care, custody or control.

#### **4. Conditions specific to your extended personal legal responsibility cover**

These conditions are in addition to the general terms and conditions of this policy.

##### **4.1 You must have insurance for personal legal responsibility**

At the time of a covered event, you must have underlying cover that substantially provides cover for the events we cover under this section. You must have complied with all the conditions of the underlying cover.

For any event not covered by underlying cover, we alone have the right to decide how to conduct proceedings and pay claims.

##### **4.2 The insurers must not admit legal responsibility**

After a covered event, you must take all reasonable steps to make sure the underlying insurers, without our written consent:

- 4.2.1 Do not admit fault.
- 4.2.2 Do not admit responsibility.
- 4.2.3 Do not offer to settle or pay a third party's claim against you.
- 4.2.4 Do not make any promises to anyone else relating to the event.

##### **4.3 The insurers must cooperate with us**

You must take all reasonable steps to ensure that the underlying insurers co-operate with us in any defence or settlement proceedings of a claim. The costs incurred in conducting defence or settlement proceedings, as well as any amounts we can recover from the claimant, will be shared between us and the underlying insurer according to the cover under the respective policies.

The clauses relating to cover property for "replacement value (average)" and "we do not pay for the same loss or damage under more than one section" do not apply to the extended personal legal responsibility section.

#### **5. How we pay**

We pay the portion of the claim that is more than the payment that the insurer of the underlying cover must make, or has made from your underlying cover or R2,500,000, whichever is the greater.

For ease of reference, we have repeated the definition of limit of legal liability here.

Limit of legal liability is the maximum amount of cover for personal legal responsibility given in the underlying cover. Where the limit of legal liability is less than R2,500,000, we treat it as if it were R2,500,000 for the purposes of this section.

##### **5.1 Formulas for payment**

###### **5.1.1 If the claim is for more than the maximum amount of cover**

The maximum amount of cover less the greater of the following two amounts:

- a. The actual amount the underlying insurer must pay or has paid;
- b. The limit of liability.

###### **5.1.2 If the claim is for less than the maximum amount of cover**

The claim amount less the greater of the following two amounts:

- a. The actual amount the underlying insurer must pay or has paid;

b. The limit of liability.

5.2 We pay up to the maximum amount of cover shown on the schedule. The maximum amount of cover includes all costs and expenses:

5.2.1 That you are legally responsible for and have incurred with our written consent; and

5.2.2 That you are legally responsible to pay as legal costs of the other person; and

5.2.3 That can be recovered from you for any one event, or any series of events resulting from the same event. This means that if there are multiple claimants, we will not pay more than the maximum amount of cover for all claims combined.

## Section 32: Personal accident section

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### 1. Definitions and explanations specific to this section

The following definitions apply to personal accident section only.

**You** means people under 75 years old, who are named on the schedule.

We will only allow you to buy cover for you, your spouse, your children, both parents of yours and of your spouse, and your fulltime domestic employee.

**Accident** means an unplanned and unfortunate event caused by external, visible and violent means that might result in injury, disability or death within 24 calendar months. The accident must have happened directly and independently of all other causes or physical handicaps or weaknesses that exist at the time of the accident.

**NOTE:** This definition of accident is different from other sections of the policy. You must apply this definition to this section.

**Injury** means bodily injury caused by accidental, violent, external and visible means resulting from an accident, including exposure to the elements, starvation or thirst.

**Hospital** means any licenced medical institution which meets the following criteria:

- It has full time facilities for overnight patients.
- It has facilities for surgery, medical diagnosis and treating injured and sick people.
- It is run by medical practitioner(s).
- It provides 24-hour nursing supervised by state registered nurses.
- It is not a medical institution specialised in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or a rehabilitation facility for drug or alcohol addictions.

**Immediate medical treatment** means a medical practitioner's treatment, consultations and prescribed medication in respect of treatment commencing within 24 hours of the time and date of the injury.

### 2. Events we cover

You only have this cover if you bought it. If you bought it, it will be shown on the schedule. There are extra premiums for this cover:

- 2.1 Death.
- 2.2 Permanent total disablement.
- 2.3 Temporary total disablement.
- 2.4 Medical emergency treatment costs.

**Death** means accidental loss of life caused directly by bodily injury from an accident; it includes disappearance, and after a year, if it can be shown that there is satisfactory evidence to presume that you have died because of an accident that we would have covered.

We pay the maximum amount of cover as shown in the schedule.

With disappearance, we have to receive a copy of the court order for presumption of death.

If it is later found that you have not died and are alive, any amount we have paid must be refunded to us.

**Permanent total disablement** means an injury that results in your total inability to do work of any kind, and that is likely to last for the rest of your life. It is the loss of use, or loss of limbs or senses (but not smell or taste).

We pay a percentage of the maximum amount of cover shown in the schedule in line with the percentages shown in the table of benefits below.

**Temporary total disablement** means the total inability to work in your usual occupation or to continue doing the work you have been trained for. The inability to work must result directly from an accident that leads to a bodily injury that is temporary.

We pay the maximum amount of cover per week and number of weeks as shown in the schedule for the disability, but only up to a maximum of 104 weeks. The temporary disability must last for seven consecutive days or more.

Temporary total disablement does not apply to casual or contract workers, children and any person aged 65 years and older.

**Medical emergency treatment costs/expenses** means all reasonable and unexpected costs incurred by you for injury that requires immediate medical treatment at a hospital because of an accident. You must be admitted to a hospital for medical treatment for injury that, in a medical practitioner's opinion, is an emergency and requires hospital admission.

**Medical practitioner** means a person other than you or a close relative, who is qualified by degree in Western medicine and legally authorised in the geographical area of their practice to render medical and surgical services.

We pay up to the maximum amount of cover as shown in the schedule.

We only pay if the costs cannot be recovered from any other source, including medical aid.

### 3. Events not covered

We do not pay for death, injury, temporary loss of income, permanent total disablement or medical emergency treatment costs because of:

- 3.1 Intentional self-injury and exposure to danger, suicide or attempted suicide.
- 3.2 If you are older than 75 years at the time of the accident, unless agreed to in writing by us and shown in the schedule.
- 3.3 Any medical condition, sickness or disease that existed before cover started, including insanity or stress-related conditions.
- 3.4 Any medical condition made worse by pregnancy, childbirth, miscarriage, obstetrical procedures or related procedures.
- 3.5 You being under the influence of alcohol or drugs that are not prescribed by a registered medical practitioner and taken according to the prescription. You may not be the prescribing doctor.
- 3.6 Intentional misconduct where you wilfully break any law, provoke an assault or disturb the peace.
- 3.7 Service or training in any police force, military, paramilitary, militia, naval or air service of any country or organisation.
- 3.8 Your occupation or participation in underground mining, potholing, tunnelling or related activities.
- 3.9 Your occupation, or participation in making armaments or explosives, or in refining petroleum products.
- 3.10 You flying, or travelling by air, including if you are a member of the aircraft crew, or flying for the purpose of any trade, or technical operation connected with the aircraft. This does not apply if you are a passenger in any aircraft that is fully licenced to carry passengers and is piloted by a licensed pilot.
- 3.11 You taking part in:
  - 3.11.1 Speed, endurance events or racing in, or on, a motorised vehicle or craft.
  - 3.11.2 Sport of any kind as a professional or for which remuneration (such as sponsorships or payment of fees) is received including rugby, cricket, cycling, football and big game hunting.
  - 3.11.3 Any sport or hobby involving exceptional risk of accident including polo, steeplechasing, winter sports (involving snow or ice such as skiing, snowboarding), scuba diving and spear fishing.



- 3.11.4 Wrestling, boxing or martial arts.
- 3.11.5 Extreme sports, hobbies or activities including parachuting, bungee jumping, sky-diving, bridge or base jumping, free climbing, mountaineering where ropes are used or you are accompanied by a guide, hang gliding or paragliding.
- 3.11.6 Motorcycling, off-road or quad-biking (whether as a driver or passenger).
- 3.11.7 Service as a crewman on ships or offshore drilling rigs.
- 3.11.8 Any riot, civil commotion or act of terrorism.

#### **4. Conditions specific to your personal accident cover**

These conditions are in addition to the general terms and conditions of this policy.

- 4.1 After an accident that leads to an event we cover, you must visit a registered medical practitioner. You must undergo any treatment the practitioner considers necessary within a reasonable time. If you do not follow this condition, we may refuse to pay you for any consequences due to your failure to follow the advice and treatment.
- 4.2 For death claims, we may ask for a post-mortem. We will pay for the post-mortem.
- 4.3 You must go for medical examinations relating to your injury, as often as necessary when we ask for it. We will pay for these examinations.
- 4.4 The death, or permanent total disablement, must take place within 24 calendar months of the accident that caused the injury.
- 4.5 If you are presumed dead and later found to be alive, the person who we pay a claim to, must refund the payment.

#### **5. Automatic extensions to basic cover for personal accident**

You automatically receive this extended cover for up to the maximum amount of cover shown in the schedule for each of these extensions.

##### **5.1 Bereavement expenses**

If you die from an accident, we pay your beneficiary or your estate for bereavement expenses up to the maximum amount of cover shown in the schedule.

**Bereavement** means the period of mourning after the death of a loved one.

##### **5.2 Returning your body to South Africa**

If you die from an accident while you are outside South Africa, we pay your beneficiary or your estate for the reasonable costs up to the maximum amount of cover shown in the schedule to return your body to South Africa. We will only pay if your death resulted from an accident that we cover. We only pay if the costs cannot be recovered from any other source.

##### **5.3 Life-support machinery**

We will pay up to the maximum amount of cover for the cost of life-support machinery and equipment following an accident.

You are not covered for death under this section if your life is extended solely because of life-support machinery by more than one month after the 24-month limit for death claims.

We pay this only if the costs cannot be recovered from any other source, for example medical aid.

##### **5.4 Mobility alterations**

We will pay up to the maximum amount of cover shown in the schedule for a wheelchair and alterations to your motor vehicle after permanent disability due to an accident we cover.

We pay this only if the costs cannot be recovered from any other source, for example medical aid.

##### **5.5 Emergency transportation/rescue**

We will pay your cost and expenses for emergency transportation, freeing or rescuing or bringing you to a place of safety following a bodily injury up to the amount of cover shown in the schedule.

## 6. Table of benefits

Description of injury		Percentage of compensation
Death		100%
Permanent disability		100%
Loss by physical separation at or above the wrist or ankle of one or more limbs		
Senses (ears, hearing, eyes, eyesight and speech)	the complete and irrecoverable loss of sight in	
	one or both eyes	100%
	sight, except perception of light	75%
	lens of eye	75%
	speech	100%
Total paralysis or permanently bedridden		100%
Loss of both hands or feet or one hand and one foot		100%
Any other injury causing permanent disability		100%
Loss of four fingers		70%
Loss of thumb	both phalanxes	25%
	one phalanx	10%
Loss of index finger	three phalanxes	10%
	two phalanxes	8%
	one phalanx	4%
Loss of middle finger	three phalanxes	6%
	two phalanxes	4%
	one phalanx	2%
Loss of ring finger	three phalanxes	6%
	two phalanxes	4%
	one phalanx	2%
Loss of little finger	three phalanxes	4%
	two phalanxes	3%
	one phalanx	2%
Loss of metacarpals	first or second (additional)	3%
	third, fourth or fifth (additional)	2%
Loss of toes	all	30%
	great – both phalanxes	15%
	one phalanx	2%
	other than great – each toe lost	1%
Loss of hearing	both ears	80%
	one ear	25%
Burns	Permanent disfigurement from burns to 100% surface area of the neck and face, or both	Maximum of 60% depending on the percentage of the surface area that was disfigured
	Permanent disfigurement from burns to 100% surface area of the body other than the neck or face	Maximum of 30% depending on the percentage of the surface area that was disfigured

Description of injury		Percentage of compensation
Burns (Continued)	If the disfigurement percentage for burns is less than 100% of the surface area, we apply a percentage to the compensation that is consistent with the actual disfigurement you suffer	
	We do not pay if the disfigurement is less than 10% of the surface area described above	
	Permanent total loss of use of a part of the body will be treated as loss of that part	
Permanent total loss of use of a body part shall be treated as loss of such part		
Where the injury is not specified, we will adopt a percentage of disability which in our opinion is not inconsistent with the above benefits. We may follow the advice of our medical advisors in making the assessment.		

## 7. How we pay

We will pay up to the maximum amount of cover shown on the schedule in line with the table of benefits above.

We pay you, your beneficiary or your estate.

- 7.1 For injury to you we will pay the percentage of compensation shown on the table of benefits.
- 7.2 For a death claim for a person under 15, we pay only up to the amount allowed by law.
- 7.3 We will not pay more than the death or permanent total disablement amount of cover (whichever is the higher) plus any temporary total disablement and medical emergency treatment costs benefit.
- 7.4 We only pay you for either death or permanent total disablement caused by the same accident.
- 7.5 We only pay for permanent total disablement or temporary total disablement caused by the same accident. We do not pay for both.
- 7.6 We only pay you up to the maximum amount of cover for permanent total disablement caused by one accident. The total we pay for any one accident will not be more than 100% of the maximum amount.
- 7.7 If your death is from the same accident that caused a permanent total disablement we paid you for, we will deduct the payment for permanent total disablement from the amount we pay for death.
- 7.8 If your permanent total disablement is from the same accident that caused a temporary total disablement we paid you for, we will deduct the payment for temporary total disablement from the amount we pay for permanent total disablement.

## Section 33: Legal costs section

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### 1. The policy is your contract with us

This is your Legal Plan policy with us. We pay all valid claims if you comply with the terms and conditions of this policy.

This policy is made up of two different sets of information.

- 1.1 This policy and the schedule of benefits, which should be read together as one document; and
- 1.2 Your application form.

If a word is defined in one of the documents, it will have the same meaning in the other documents.

### 2. Definitions and explanations specific to this policy

The following definitions apply to this policy only.

**You** means the insured that is named on the schedule of the policy, including the insured's spouse, the insured's immediate family who live with the insured and who are financially dependent on the insured, and any dependants that the insured is legally responsible for.

**We, us** and **our** means Bryte Insurance Company Limited, the underwriters of this policy.

**Spouse** means a person who is the partner of the insured in any marriage, civil union or customary union recognised by South African law, or who is living with the insured in a relationship that is intended to be permanent. To qualify as a spouse in this policy:

1. You must have registered the person with Bryte Legal Plan.
2. Only one spouse can be registered with Bryte Legal Plan as an insured person.
3. If the person is not married to you, you must have lived together for at least one year.

**Children** means:

1. Biological children.
2. Adopted children.
3. Foster children if placed in your care by a court order.
4. Step-children.

**Family unit** means all the people we insure under this policy collectively.

Party-and-party costs are costs incurred in bringing or defending a claim. They refer to only the fees and disbursements necessarily and reasonably incurred by the successful party's attorney.

**Start date of cover of this policy** means one of the dates below:

1. The first day of the fifth month after you bought this cover; or
2. The first day of the fifth month after you renewed this cover if you had this cover before and it ended for any reason.

However, if you married before the date you bought this cover, the Start date of cover of this policy for any matrimonial matters is the first day of the thirteenth month after you bought this cover or renewed this cover (whichever is relevant).

**Year of cover** means the 12-month period beginning with the start date of cover of this policy and any subsequent 12-month period.

**Attorney** means a practising attorney, admitted to the High Court of South Africa according to the Attorneys Admission Act, (No 12 of 1960) and includes:

1. A candidate attorney working under the full-time supervision of the attorney.
2. A paralegal working under the full-time supervision of the attorney.
3. Any other qualified professional that we choose to conduct the matter.

Legal costs mean the attorney's fees and the out-of-pocket expenses that the attorney incurs on your behalf, such as advocates' fees, court fees, travel costs, etc.

### **3. The benefit**

#### **3.1 What we will pay**

We pay for the legal costs that you incur up to the amount shown in the schedule of benefits during the period of cover according to the terms and conditions of this policy.

#### **3.2 The amount of cover will not increase**

The amount that we will pay does not increase each year that you have this policy even if an event begins in one year and continues through to the next year. The amount that we will pay is limited to the amount shown in the schedule of benefits.

#### **3.3 We pay out in this order**

We pay out in this order:

3.3.1 The legal costs of the attorney representing you.

3.3.2 The balance (if any) towards the legal costs of a third party on the party-and-party scale.

We pay all amounts direct to the attorney either in settlement of a taxed bill of costs, or in trust for payment to the third party.

In civil or labour matters, we will not pay an amount that is out of proportion to the monetary value of the matter. The amount we pay depends on the type of cover you choose.

#### **3.4 If costs are awarded in your favour**

You must refund us any costs that are awarded in your favour after we have paid a claim. If the amount awarded is less than the amount we have paid, you must refund the amount awarded. If the amount awarded is more than the amount we have paid, you must refund the amount we paid. It is your duty to instruct your attorney to recover these costs.

### **4. Your premiums and excess**

#### **4.1 You must pay the excess**

If you choose to use an attorney that we do not recommend to you and you have a valid claim, you must pay the excess as shown on the schedule towards the legal costs. This is the excess and you must pay it to the attorney at your first consultation.

#### **4.2 You can miss premiums for up to three months after retrenchment or disability**

If this policy has been in force for more than 12 months, and you are retrenched, or become temporarily totally disabled due to an accident, you do not have to pay premiums for up to three months.

You must give us any proof of the retrenchment or disability that we ask you for.

### **5. Your duties**

#### **5.1 You must give relevant, complete and true information**

We will not pay if you do not give us relevant, complete and true information about you and your claim.

Relevant information is information that a reasonable person would consider is important to give to an insurance company when a claim is made.

#### **5.2 You have a duty to minimise or prevent any claim**

You must take all reasonable steps to:

5.2.1 Protect your legal rights from any violation by using solutions that are available to you without using an attorney.

5.2.2 Minimise the risk of an infringement of your rights that may lead to a claim.

- 5.2.3 Minimise the legal costs of enforcing your legal rights.
- 5.2.4 Prevent further damages. This is called mitigation of damages.
- 5.2.5 Prevent any event that may lead to a claim from taking place.

## 6. Changes and cancellations

### 6.1 We may cancel or change this policy

We may cancel or change the cover of this policy. We will give you one month's notice of cancellation, or of any changes we make to the cover under this policy. If we give you notice to cancel the policy, the policy ends on the last day of the month for which you paid the premium.

The policy will automatically come to an end if you do not pay the premium when it is due. This automatic cancellation takes effect at midnight on the last day of the month for which you did pay the premium. We will restart the policy if you can show that the non-payment was not your fault.

If the policy is cancelled while you still have a valid claim, the policy will continue for that claim only.

### 6.2 You may upgrade or downgrade your cover at any time

You may upgrade or downgrade the level of your cover at any time. You must give us notice in writing that you choose to upgrade or downgrade your cover.

If you chose to upgrade your cover, your premium will increase. If you choose to downgrade your cover the premium will decrease. Your new cover will start on the first day of the month that you pay the new premium.

## 7. Claiming and disputes

### 7.1 The claim date differs for each type of legal matter

Every legal matter has a claim date. The claim date for each type of matter is given under each type of legal matter in the schedule of benefits.

### 7.2 How to claim

If you have a claim you must call us before you take any other action. Our consultant will help you with your legal matter and explain how to submit your claim if it is a valid claim against the policy.

If you are served with a summons, charge sheet or any other legal document you must call us immediately.

You must give us all the details of the claim in writing on the prescribed form which we will send you. You must tell us if you have any other legal cover that will cover the same legal matter.

You must give us written details for the following claims, together with details about any other insurance that might cover the claims, within the time periods set out below. The time periods start from the date of your first notice of claim to us.

Defendant in contractual actions	48 hours
Defendant in civil actions not based on contract (delictual actions)	48 hours
Defendant in divorce proceedings	48 hours
Accused in criminal actions	48 hours
Claims for any other actions	21 days

For any other type of legal matter, you must give us the written details within 21 days of the date of your first notification to us.

We have the right to negotiate and conclude a reasonable settlement of your legal matter before we confirm that you have a valid claim.

You must have our written consent before you consult an attorney. You must give us or your attorney all of the following:

- All the information about that legal matter;

- Any help we or the attorney may reasonably ask you for;
- All the documents that we or the attorney ask you for or that you believe are relevant to the legal matter.

You may only claim for one legal benefit arising out of an event that leads to a claim.

If we decide that you do not have a valid claim, and you decide to take action against us, you must issue summons against us within six months of us notifying you that your claim is invalid. If we do not receive the summons within six months we will not be legally responsible (liable) to you.

### **7.3 Labour matters must comply with labour law**

All labour matters must follow the procedure set out in the Labour Relations Act 66 of 1995, or the applicable labour laws at the time of the incident.

### **7.4 Disputes between you and us must go to arbitration**

If a dispute arises between you or your attorney, and us, the dispute must be referred to arbitration under the Arbitration Act (No. 42 of 1965). The arbitrator's decision is final and all parties must comply with it.

### **7.5 Disputes between insured people**

Except for matrimonial actions, if we cover both parties to a dispute, we will pay only if the dispute is referred to arbitration under the Arbitration Act (Act No 42 of 1965). The arbitrator's decision is final and all parties must comply with it.

### **7.6 You give authority to obtain police records**

If you are charged with a criminal offence, we need to get proof of any criminal proceedings that were brought against you before this incident. When you proposed for this cover, you gave your authority for us to obtain and for any policing authority to give those records to us. (An example of a policing authority is the South Africa Police Services.)

### **7.7 Appeal or review proceedings**

We do not pay for appeal or review proceedings unless you have received our written permission to proceed with the appeal or review. We will not grant this permission unless the attorney has given us a written opinion that the proceedings have a reasonable chance of success. The attorney's opinion must be confirmed in writing by an advocate of the High Court of South Africa. The advocate must have been practising as an advocate for at least five years.

### **7.8 You must receive our written permission to accept settlement**

For any matter that includes a costs award either against you or for you, as well as for any matter where each party is responsible for its own legal costs, you must receive our written permission to:

- Accept any settlement;
- Accept or make any payment into court or tender for costs;
- Withdraw any action or defence.

If we give you this written permission, you are responsible for:

- Any costs awarded against you above the party-and-party scale.
- The amount of any party-and-party costs not awarded to you under the settlement.

Party-and-party costs are costs incurred in bringing or defending a claim. They refer to only the fees and disbursements necessarily and reasonably incurred by the successful party's attorney.

We may withhold our written permission until we have received satisfactory security for payment of any amount due to us.

You may refuse an offer of settlement, payment into court, or tender for costs during the proceedings. But if you later accept or you are awarded a lesser amount, then you give up the right to the legal costs you incur from the date of the offer, payment or tender.

This condition applies whether the offer, payment or tender was made with or without prejudice.

You should speak to your attorney about the consequences of each of these.

We will not treat a matter as finally settled until the action or defence is formally withdrawn or a settlement agreement is made an order of the court.

## **8. What is not covered**

We do not pay legal costs for any claims arising out of the following:

### **8.1 Your political activity**

We do not pay legal costs for any civil or criminal proceedings arising totally, or partially, from any political activity by, or for you, including your involvement in:

- 8.1.1 Civil commotion, riot, or public disorder, or any act or activity which is calculated to bring about any of the above.
- 8.1.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), or civil war.
- 8.1.3 Mutiny, military rising, military or usurped power, martial law or state of siege or any event that leads to declaring or maintaining martial law, or a state of siege.
- 8.1.4 Insurrection, rebellion or revolution.
- 8.1.5 Any act calculated to overthrow or influence any state or government or any provincial, local or tribal authority by means of fear, terrorism or violence.
- 8.1.6 Any act calculated to bring about loss or damage to further a political aim.
- 8.1.7 Any act calculated to bring about any social or economic change.
- 8.1.8 Any act in protest against any state or government or any provincial, local or tribal authority
- 8.1.9 Any act intended to inspire fear in the public.
- 8.1.10 Any attempt to perform any act referred to in 1 to 9 above.
- 8.1.11 The act of any lawfully established authority in controlling, preventing, or suppressing any of the acts in 1 – 10 above.

If we state that these legal costs are not covered under this policy for these reasons, you will have to prove that they are covered if you wish to proceed with a claim under it.

### **8.2 Immoveable property**

We do not pay legal costs arising from your immoveable property or any interest you may have, or wish to acquire, in immoveable property.

For example, we will not pay for the transfer costs if you buy a house.

### **8.3 Intellectual property**

We do not pay legal costs arising from patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off. Passing off means making a false representation that is likely to encourage or persuade someone to believe that the goods or services are those of another.

### **8.4 Computer software**

We do not pay legal costs arising from computer software. However, we do pay legal costs arising from operating systems and packaged software that the supplier has not tailored to your own requirements.

### **8.5 Mining activities**

We do not pay legal costs arising from mining activities.

### **8.6 Natural disasters**

We do not pay legal costs arising from natural occurrences, disasters or circumstances beyond human control.



### **8.7 Nuclear or radiation related claims**

We do not pay legal costs arising from damages that you incur arising from exposure to nuclear fuel or waste or radiation.

### **8.8 Matters with no financial interest**

We do not pay legal costs for any matter that you do not have a financial interest in.

### **8.9 Matters with no chance of success**

We do not pay legal costs for any matter that does not have a reasonable chance of success.

We do not pay legal costs where you are responsible for anything which in our, or the attorney's reasonable opinion, negatively affects either of the following:

- a. Your chances of success, or
- b. Our position in bringing, defending, appealing or settling proceedings.

### **8.10 Actions you bring against us**

We do not pay legal costs for an action or claim you bring against us, our wholly owned subsidiaries or our parent company whether arising out of a rejection of a claim under this policy, or for any other reason. However, if you do bring an action or claim against us, we do pay legal costs if the court awards costs against us.

### **8.11 Matters that fall outside the authority of the South African courts**

We do not pay legal costs for an action by or against you that the courts of South Africa do not have the authority (known as jurisdiction) to hear, determine or enforce.

### **8.12 Matters that involve you in a representative capacity**

We do not pay legal costs for an action by, or against you in your capacity as representative, agent or trustee of any other person, estate or legal entity.

### **8.13 Matters where rights or obligations have been transferred**

We do not pay legal costs for an action by, or against you related to any cession, suretyship, assignment, novation, delegation or any other contract for the transfer, or abandonment of rights or obligations.

### **8.14 Matters heard by the small claims court**

We do not pay legal costs for an action you bring that falls within the authority (known as jurisdiction) of the small claims court according to the Small Claims Court Act (Act No 53 of 1979).

### **8.15 Matters that do not need legal representation**

We do not pay legal costs for a matter that can reasonably be resolved through an administrative body without legal representation.

### **8.16 Actions that are frivolous or vexatious**

We do not pay legal costs for matters that we or the attorney consider are, or have become, any of the following:

- a. Illegal.
- b. Immoral or against public policy.
- c. Trivial or frivolous.
- d. Unreasonable or troublesome or petty (known in law as vexatious).
- e. Unrealistic in that there is no real chance of enforcing a judgement granted. We do not pay legal costs where the court has declared you to be a vexatious litigant.

### **8.17 Claims for compensation**

We do not pay legal costs where you have a claim for compensation against any entity, even though the claim might have been rejected totally or partially by the entity.

### **8.18 Arbitration proceedings**

We do not pay legal costs arising under the Arbitration Act (No 42 of 1965), except if this policy states otherwise. We do cover arbitration or mediation where you have agreed in a contract to the authority of an arbitrator or mediator. In any arbitration or mediation proceedings, the arbitrator or mediator's decision will be treated as final even if the contract provides otherwise. If you want to take the arbitrator or mediator's decision on review, you must cover the legal costs of doing so.

### **8.19 Matters that are covered by other insurance**

We do not pay legal costs that:

- a. You have cover for under any other policy;
- b. You would be entitled to have cover for under any other policy but you did not comply with the terms and conditions of that other policy.

We do not pay, even if the claim has been rejected totally or partially in terms of that other policy.

### **8.20 Where someone else pays for premiums**

We do not pay legal costs where the third party who has brought a claim against you has paid or contributed towards, paying any premiums for this policy.

### **8.21 Proceedings relating to amounts only**

We do not pay legal costs for proceedings when you only claim for an amount of money and there is no decision regarding responsibility.

### **8.22 Criminal proceedings**

We do not pay legal costs for any of the following criminal proceedings:

- 8.22.1 Where you have been declared a habitual criminal;
- 8.22.2 Against you where the complainant has paid or contributed towards paying any premiums for this policy;
- 8.22.3 Against you where you (as the accused) and the complainant are related by blood or by marriage, or where they are members of the same family unit;
- 8.22.4 Against you for which the relevant laws have established an admission of guilt fine;
- 8.22.5 Arising out of driving a motor vehicle where you didn't hold or were disqualified from holding a licence to drive a motor vehicle;
- 8.22.6 Arising out of driving a motor vehicle while you were under the influence of alcohol, or other intoxicating drug, or your blood-alcohol level is over the legal limit;
- 8.22.7 For which you have been found guilty of the same type of offence within three years of the claim date.

### **8.23 Class actions**

We do not pay legal costs for a class action in any of these circumstances:

- 8.23.1 You are a plaintiff in the class action;
- 8.23.2 You seek to intervene in a civil action;
- 8.23.3 You act as a friend of the court.

### **8.24 Matters that existed before the cover started**

We do not pay legal costs for any matter where you consulted or retained an attorney before the start date of cover of this policy.

We do not pay legal costs for an act, a failure to act or a dispute that happened before the date you bought cover or renewed cover under this policy. We only pay if you did not know, or could not have reasonably known that the act, failure to act or the dispute was likely to lead to legal proceedings.

If we state that these legal costs are not covered under this policy for these reasons, you will have to prove that they are covered if you wish to proceed with a claim under it.

## 8.25 Defamation and other injury to personal dignity

We do not pay legal costs where you bring an action as a plaintiff for damages for defamation.

We do not pay legal costs where you bring an action as a plaintiff for damages for other injury to personal dignity you suffer. We pay for legal costs only if you have suffered financial loss from the injury to personal dignity.

## 8.26 You are related to the attorney

We do not pay legal costs where the attorney you instruct is related to you by blood or by marriage, or is a member of your family unit.

## 8.27 You are related to the other party

We do not pay legal costs where you are the plaintiff or the defendant in an action, by or against, any person related to you by blood or by marriage unless it is a matrimonial matter.

## 9. Schedule of benefits

9.1 Annexure A – Plan A and B	Plan A	Plan B
9.1.1 Maximum amount we will pay for each year of cover	R70,000	R40,000
9.1.2 What we pay for	Limit of benefit	Limit of benefit
<b>a. Preventative law or lawyer's office work</b> (Contribution towards cost for each event leading to a claim) advice, review, drafting or preparing documents. For example, affidavits, certificates, legal notices, powers of attorney or any other legal service that you require. This applies regardless of whether this policy covers or excludes the matter. Claim date: Any date	R100	R100
<b>b. Wills, trusts and antenuptial contracts</b> (The maximum amount we will pay for each year of cover for each family unit) <ul style="list-style-type: none"><li>• A will or a testamentary trust;</li><li>• An antenuptial contract.</li></ul> Claim date: Any date	R1,000	R750
<b>c. Other legal matters (miscellaneous)</b> (The maximum amount we will pay for each year of cover for each family unit) <ul style="list-style-type: none"><li>• application for late registration of birth;</li><li>• application for adoption proceedings;</li><li>• application for change of name;</li><li>• application to restore credit rating;</li><li>• objection to an assessment of a personal income tax return in terms of section 81(1) of the Income Tax Act, 1962 or an appeal against the dismissal of an objection in terms of section 83(1) of the Income Tax Act, 1962;</li><li>• The legal services required as a result of proceedings in terms of the Expropriation Act, 1975 (Act No 63 of 1975) as amended;</li><li>• Advice, negotiating settlement and representation before any maintenance court hearing.</li></ul> Claim date: Any date	R750	R500

9.1 Annexure A – Plan A and B	Plan A	Plan B
<p><b>d. Contractual actions</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>The institution of legal proceedings by you or the defence of legal proceedings brought against you in terms of a written contract. This includes one appeal, one review, or one rescission of a resulting judgement.</p> <p>Claim date:</p> <ul style="list-style-type: none"> <li>• If you are the plaintiff: the date that the breach of contract that results in the claim took place.</li> <li>• If you are the defendant: the date that the legal documents were served on you.</li> </ul>	R35,000	R20,000
<p><b>e. Delictual civil actions (civil actions not based on contract)</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>The institution or defence on your behalf of legal proceedings for a delictual action for damages.</p> <p>This includes one appeal, one review, or one rescission of a resulting judgement.</p> <p>Claim date:</p> <ul style="list-style-type: none"> <li>• If you are the plaintiff: the date that the delict that results in the claim took place.</li> <li>• If you are the defendant: the date that the legal documents were served on you.</li> </ul>	R35,000	R20,000
<p><b>f. Matrimonial actions</b></p> <p>(This is limited to one claim for every five years of cover for each family unit)</p> <p>Divorce: obtaining a final decree of divorce.</p> <p>Claim date: Any date after the marriage has broken down irretrievably.</p>	R35,000	R20,000
<p><b>g. Criminal proceedings</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>• Bringing a bail application for your release when you have been charged with a criminal offence. This includes one appeal or one review of a refusal of a bail application.</li> <li>• Your legal representation or defence when you have been charged with a criminal offence if you plead not guilty to one or more charges. This includes one appeal or one review of any resulting conviction or sentence.</li> <li>• Your legal representation or defence when you have been charged with a criminal offence if you plead guilty to any one or more charges. This includes one appeal or one review of any resulting conviction or sentence.</li> </ul>	R35,000	R20,000

<b>9.1 Annexure A – Plan A and B</b>	<b>Plan A</b>	<b>Plan B</b>
<p><b>g. Criminal proceedings (Continued)</b></p> <p>Claim date:</p> <ul style="list-style-type: none"> <li>For a bail application: the date that you are arrested.</li> <li>For any other criminal matter: the date that you are charged with the offence.</li> </ul>		
<p><b>h. Labour matters</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>This applies to all matters that fall under the authority of the Labour Relations Act 66 of 1995.</p> <ul style="list-style-type: none"> <li>Preparation for and representation during any mediation or arbitration proceedings;</li> <li>The institution of a labour matter by you or the defence of a labour matter against you in the Labour Court.</li> </ul> <p>Claim date: The date of the unfair labour practice, the date of the event that leads to an unfair labour practice, or the date that you receive notice that leads to an unfair labour practice.</p>	R35,000	R20,000

	<b>Plan C</b>	<b>Plan D</b>
9.2.1 Monthly maximum amount we will pay for each year of cover	R20,000	R15,000
9.2 Annexure A – Plan C and D		
9.2.2 What we pay for	Limit of benefit	Limit of benefit
<p><b>a. Preventative law or lawyer's office work</b></p> <p>(Contribution towards cost for each incident) Advice, review, drafting or preparing Documents. For example, affidavits, certificates, legal notices, powers of attorney or any other legal services that you require. This applies regardless of whether this policy covers or excludes the matter.</p> <p>Claim date: Any date</p>	30 minutes of consultation	30 minutes of consultation
<p><b>b. Wills, trusts and antenuptial contracts</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>A will or a testamentary trust;</li> <li>An antenuptial contract.</li> </ul> <p>Claim date: Any date</p>	R500	
<p><b>c. Other legal matters (miscellaneous)</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>application for late registration of birth;</li> <li>application for change of name;</li> <li>application to restore credit rating;</li> <li>advice, negotiating settlement and representation before any maintenance court hearing;</li> <li>a will or a testamentary trust;</li> <li>an antenuptial contract.</li> </ul> <p>Claim date: Any date</p>	R750	R500

	Plan C	Plan D
<p><b>d. Contractual actions</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>Instituting or defending legal proceedings by or against you in terms of a written contract. This includes one appeal, one review, or one rescission of a resulting judgement.</p> <p>Claim date:</p> <ul style="list-style-type: none"> <li>• If you are the plaintiff: the date that the breach of contract which results in the claim took place.</li> <li>• If you are the defendant: the date that the legal documents were served on you.</li> </ul>	R20,000	R10,000
<p><b>e. Delictual civil actions (civil actions not based on contract)</b> (The maximum amount we will pay for each year of cover for each family unit)</p> <p>Instituting or defending of legal proceedings on your behalf for a delictual action for damages. This includes one appeal, one review, or one rescission of a resulting judgement.</p> <p>Claim date:</p> <ul style="list-style-type: none"> <li>• If you are the plaintiff: the date that the delict which results in the claim took place.</li> <li>• If you are the defendant: the date that the legal documents were served on you.</li> </ul>	R20,000	Not applicable
<p><b>f. Matrimonial actions</b></p> <p>(This is limited to one claim for every five years of cover for each family unit)</p> <p>Divorce: getting a final decree of divorce.</p> <p>Claim date: Any date after the marriage has broken down irretrievably.</p> <p>Waiting period: 6 months from date of inception of policy</p>	R20,000	R3,000
<p><b>g. Criminal proceedings</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <ul style="list-style-type: none"> <li>• Bringing a bail application for your release when you have been charged with a criminal offence. This includes one appeal or one review of a refusal of a bail application.</li> <li>• Your legal representation or defence when you have been charged with a criminal offence if you plead not guilty to one or more charges. This includes one appeal or one review of any resulting conviction or sentence.</li> <li>• Your legal representation or defence when you have been charged with a criminal offence if you plead guilty to any one or more charges. This includes one appeal or one review of any resulting conviction or sentence.</li> </ul> <p>Claim date:</p> <ul style="list-style-type: none"> <li>• For a bail application: the date that you are arrested.</li> <li>• For any other criminal matter: the date that you are charged with the offence.</li> </ul>		

	<b>Plan C</b>	<b>Plan D</b>
<p><b>h. Labour matters</b></p> <p>(The maximum amount we will pay for each year of cover for each family unit)</p> <p>This limit applies to all matters that fall under the authority of the Labour Relations Act 66 of 1995.</p> <ul style="list-style-type: none"> <li>• Preparation for and representation during any mediation or arbitration proceedings</li> <li>• The institution of a labour matter by you or the defence of a labour matter against you in the Labour Court</li> </ul> <p>Claim date: The date of the unfair labour practice, the date of the event that leads to an unfair labour practice, or the date that you receive notice that leads to an unfair labour practice.</p>	R20,000	R10,000

## Section 34: Watercraft section

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### 1. Definitions and explanations specific to this section

The following definitions apply to watercraft section only.

**Watercraft** means the watercraft shown on the schedule made up of the equipment that would normally be sold with a watercraft as one unit. This includes and excludes the following cover:

Insurance includes	Insurance excludes unless specified on schedule
<ul style="list-style-type: none"><li>the hull and superstructure</li><li>fittings</li><li>electrical machinery</li><li>inboard motors</li><li>dinghies</li><li>safety equipment</li></ul>	<ul style="list-style-type: none"><li>watercraft covers</li><li>anchors and special propellers</li><li>communication, sound and audio-visual devices, echo-sounders and similar type navigation, electronic devices and speedometers</li><li>outboard motors</li><li>spare tanks</li><li>fishing equipment</li><li>launching dollies, trolleys and trailers</li><li>tenders (attached to yachts)</li></ul>

**Home** means your permanent home including all land on the premises.

**Fully inflatable watercraft (rubber duck)** means a watercraft made of a flexible material that is inflated under pressure and has a flat bottom made of timber, strong plastic or strong metal deck slat.

**Personal belongings** means your own binoculars, sextants and nautical books, yachting and boating clothes, oilskins, and sea boots (including clothes and other items you have provided to crew members).

### 2. Categories of cover

2.1 There are three categories of cover for watercraft;

- Category A: own damage;
- Category B: responsibility to third parties;
- Category C: medical emergency treatment costs.

2.2 To see what you are and are not covered for, you must read:

- The categories A – C below;
- Events and items not covered below;
- General events and items not covered;
- General terms and conditions.

### 3. Category A: own damage cover

#### 3.1 Events and items we cover

We pay for:

- 3.1.1 Theft of the watercraft if the conditions under events and items that we do not cover below are met.
- 3.1.2 Damage to the watercraft caused by accident.
- 3.1.3 Malicious damage to the watercraft.
- 3.1.4 Loss or damage to personal belongings specified on the schedule if the watercraft is stranded, sunk, burned or is in an accident.



- 3.1.5 Jettison but only if it is necessary to prevent the watercraft from sinking or to refloat the watercraft if it is stranded. (Jettison means to lighten the watercraft by throwing items off the watercraft).
- 3.1.6 The cost of divers assessing damage to the watercraft if these costs are incurred for that purpose even if no damage is found.
- 3.1.7 Loss or damage to the watercraft caused by:
- a. Fire, explosion, lightning, and piracy perils of seas, rivers, lakes and other navigable waters.
  - b. Stranding.
  - c. Loading, offloading or moving items stored in the watercraft.
- 3.1.8 Loss or damage to the watercraft caused by latent defects in the hull or in machinery, breakage of shafts, or bursting of boilers. (A latent defect is a fault that could not have been discovered by a reasonably thorough inspection before you bought the item). However, we do not pay for loss or damage to the defective hull, machinery, shafts or boiler.
- 3.1.9 Loss or damage caused by the negligence of any person. However, we do not pay for any defect caused by negligence or breach of contract for any repair or alteration work that is:
- a. Carried out on your behalf; or
  - b. For the maintenance of the watercraft.
- 3.1.10 Defective shafts including damage to the strut, shaft or propeller, but not damage to the defective shafts themselves.
- 3.1.11 Bursting of boilers but not damage to the boiler itself.
- 3.1.12 Negligence, but not for negligence or non-compliance with a contract in relation to repair or alteration work.

## **3.2 Events and items not covered**

### **3.2.1 Loss of use**

We do not pay for loss of use of the watercraft.

### **3.2.2 If the watercraft is outside South Africa for more than 30 days**

We do not pay for theft, loss or damage if the watercraft is out of South Africa for more than 30 days in total in the 12 months before the event, unless we agree otherwise.

### **3.2.3 Theft at a dealer, unless conditions are met**

We do not pay for theft of the whole watercraft if it is left at a recognised watercraft dealer or motor dealer, or any other dealer's premises, for sale unless both of the following conditions are true:

- 3.2.3.1 The watercraft is kept in secure and locked premises.
- 3.2.3.2 There is forcible and violent entry into, or exit from, the relevant dealer's premises.

### **3.2.4 Theft when unattended, unless conditions are met**

We do not pay for theft of the watercraft for any specified items shown on the schedule if the watercraft is unattended unless:

- 3.2.4.1 The watercraft is at one of the following places:
  - Inside the walled or fenced and locked boundaries of the home; or
  - Inside a storage facility; or
  - At a recognised place of repair or service.

3.2.4.2 There is forcible and violent entry or exit from any of these places at the time of the theft.

3.2.4.3 Any tender specified on the schedule is marked with the name of the watercraft.

### **3.2.5 Theft of any other specified item when unattended**

We do not pay for theft of any specified item shown on the schedule while the watercraft is unattended unless:

3.2.5.1 The watercraft and specified items are at a recognised marina or yacht club;

3.2.5.2 The watercraft is at a holiday or recreational venue and the watercraft is securely immobilised when not in the water.

### **3.2.6 Theft of outboard motors when unattended**

We do not pay for theft of outboard motors while the watercraft is unattended unless all of these conditions are met:

3.2.6.1 The outboard motors are specified on the schedule.

3.2.6.2 The outboard motors are securely locked to the watercraft by a security device in addition to its normal methods of attachment.

3.2.6.3 There is forcible and violent entry into, or exit from, the home, the watercraft or its place of storage or repair.

3.2.6.4 If in a motor vehicle or trailer, the motor vehicle or trailer must be locked and there must be forcible and violent entry into, or exit from, the motor vehicle or trailer.

### **3.2.7 Theft of certain items from a motor vehicle**

We do not pay for any communication, sound and audio-visual devices, echo- sounders and similar navigation devices, sails and other parts of sailboards if stolen from a motor vehicle unless:

3.2.7.1 There is forcible and violent entry into, or exit from, a locked boot or concealed compartment forming part of the locked motor vehicle; or

3.2.7.2 The motor vehicle is stolen; or

3.2.7.3 The motor vehicle is involved in an accident at the time of the theft. We pay for theft of the hull, mast and wishbone from a motor vehicle.

### **3.2.8 Theft or loss from a fraudulent buying or selling transaction**

We do not pay for theft or loss from a fraudulent buying or selling transaction.

### **3.2.9 Loss or damage to the following items:**

3.2.9.1 To fully inflatable watercraft if the pontoons are fully inflated while in transit or in storage in the open.

3.2.9.2 To masts, wishbones, sails of sailboards and windsurfers while they are in use.

3.2.9.3 To sailboards or windsurfers due to a roof rack coming loose or the fastening devices breaking.

3.2.9.4 To sails or protective coverings split by the wind or blown away while set, unless because of damage to the spars to which the sails are bent, or following the watercraft being stranded, sunk, burnt, on fire, in an accident or in contact with another substance (including ice) other than water.

3.2.9.5 To masts, spars, sails, standing or running rigging while the watercraft is racing, unless the loss or damage is caused by the watercraft being stranded, sunk, burnt, on fire, in an accident or in contact with another substance (including ice) other than water.

- 3.2.9.6 To water skis, ropes, water tubes, wave jumpers, trick boards or any similar sporting equipment while in use or while left unattended.
- 3.2.9.7 To sheathing or repairs to the sheathing unless caused by damage to the spars or by the watercraft being stranded, sunk, burnt, on fire, in an accident or in contact with another substance (including ice) other than water.
- 3.2.9.8 To outboard motors caused by dropping off or falling overboard unless the motors are bolted or chained to a permanent fixture on the hull.

**3.2.10 We do not pay for loss or damage for the following reasons:**

- 3.2.10.1 For defective parts.
- 3.2.10.2 For negligence. We do not pay for the negligence of any person. We do pay for the cost of fixing any defect caused by negligence or by non-compliance with a contract when the watercraft is being altered, repaired or maintained on your behalf.
- 3.2.10.3 For exposure. We do not pay for the watercraft being stranded, sunk, swamped, immersed or breaking adrift while left unattended off an exposed beach shore, or river bank, even if it is moored or anchored.
- 3.2.10.4 For fire and explosion. We do not pay for damage by fire or explosion to a watercraft fitted with inboard machinery unless the watercraft has hand-held fire extinguishers that are in working order at the time of the fire or explosion. The hand-held fire extinguishers must be fitted to the watercraft.
- 3.2.10.5 For fault in design or construction. We do not pay for the cost of replacing or repairing any part that is not fit for its purpose solely because of a fault in design or construction.
- 3.2.10.6 For improvements or alterations in design or construction. We do not pay for the costs incurred because of improvements or alterations in design or construction.
- 3.2.10.7 For colour match re-sprays to glitter or graded-colour finishes where repairing requires a colour match re-spray or repaint.
- 3.2.10.8 The cooling system gets blocked or there is an intake of foreign matter into the cooling system of the watercraft.
- 3.2.10.9 While the watercraft is in transit if the watercraft is longer than nine metres.

**3.2.11 We do not pay for the following loss or damage related to trailers**

- 3.2.11.1 Malicious damage to tyres of a trailer.
- 3.2.11.2 Damage to tyres of a trailer caused by applying brakes or by road punctures, cuts and bursts.
- 3.2.11.3 Damage to springs and shock absorbers of a trailer because of uneven road surfaces, unless there is related damage to the wheels.

**3.3 How we pay**

For total loss or damage

- a. If the watercraft is less than five years old, we pay the lower amount of:
  - The new replacement value; or
  - The maximum amount of cover.
- b. If the watercraft is more than five years old, we pay the lower amount of:
  - The reasonable market value; or
  - The maximum amount of cover. You are responsible for the excess.

If the watercraft is a total loss, or we treat it as a total loss (called a constructive total loss), the excess only applies if the watercraft was damaged in the surf.

#### 4. Category B: responsibility to third parties

For this section, **property** means any property that can be seen and touched anywhere in the territory, but specifically excludes intellectual property.

##### 4.1 Events and items we cover

We pay for amounts that you become legally responsible to pay for:

- 4.1.1 Accidental death or bodily injury or illness of any person.
- 4.1.2 Accidental loss or damage to property.
- 4.1.3 The cost of any actual or attempted raising, removal or destruction of the wreck of the watercraft or the costs for any neglect or failure to do so.

##### 4.2 Events and items not covered

We do not pay for:

- 4.2.1 Death or bodily injury to you, any member of your family or any paying passenger.
- 4.2.2 Death or bodily injury to any employee in the course of their employment with you.
- 4.2.3 Loss or damage to property belonging to you, your family or your employees.
- 4.2.4 Loss or damage to property in your custody or control.
- 4.2.5 Death of, or bodily injury to, any passenger being carried in or getting on or off a watercraft that is not intended or constructed to carry passengers.
- 4.2.6 Death or bodily injury to any person who is water-skiing or aquaplaning or any similar activity while being towed, preparing to be towed or after being towed.
- 4.2.7 Death, bodily injury or illness of any person or damage to their property that arises from a trailer or launching dolly.
- 4.2.8 The costs of, or relating to, any judgement, award, payment or settlement made in the United States of America or Canada, or any country that operates under the laws of those countries, even if the cost is ratified (formally approved) by a court in another country, unless the judgement, award, payment or settlement is enforced in a competent court in South Africa.
- 4.2.9 For any punitive damages or any fines, penalties or exemplary damages anywhere in the world, including South Africa.
- 4.2.10 For loss or damage to property that is also covered under any other insurance policy.
- 4.2.11 For legal responsibility arising out of your dishonest, fraudulent or malicious acts of physical assault.
- 4.2.12 Loss or damage arising out of your reckless disregard of the possible consequences of your acts or failure to act.

##### 4.3 How we pay

We pay up to the maximum amount of cover inclusive of all costs:

- a. That you might have incurred with our written consent; and
- b. That can be recovered from you for any one event, or any series of events arising from one original cause. This means that if there are multiple claims, we will not pay more than the maximum amount of cover for all claims combined.

We may, but are not obliged to, pay for costs for you to be represented at an inquest or post-mortem, or in defending criminal proceedings in a magistrate's court.

#### 5. Category C: medical emergency treatment costs

We pay medical emergency treatment costs for an injury you suffer as a direct result of the watercraft sinking, overturning or colliding with any external object other than water. The cause of the sinking, overturning or colliding must be accidental.

How we pay

We pay up to the maximum amount of cover for each person injured arising from the same event.

## **6. Events and items not covered by any categories**

The following exclusions apply to all parts of watercraft cover, including the extensions:

Use when competent people are not in control:

We do not pay for loss, damage, legal responsibility or medical emergency treatment costs arising when the watercraft is underway if you or another competent person on board is not in control of the watercraft.

### **6.1 Use that is not for pleasure or recreation**

We do not pay if the watercraft is:

- 6.2.1 Used for any purpose other than pleasure and recreational use.
- 6.2.2 Let out, on hire or charter, or for reward.
- 6.2.3 Used as a houseboat. This means being used to live on board and kept in moorings or in berth permanently.
- 6.2.4 Being towed on water except if it is for normal towing for laying up, fitting out or repair or if the watercraft is in distress.
- 6.2.5 Towing or salvaging another watercraft unless that other watercraft is in distress.
- 6.2.6 Towing or salvaging another watercraft (whether or not in distress) under a contract arranged before starting towing or salvaging.
- 6.2.7 Participating in racing or speed contests or trials.

### **6.2 Use while under the influence of alcohol**

We do not pay for loss, damage, legal responsibility to third parties or medical emergency treatment costs while the watercraft is being navigated or under charge of:

- 6.2.1 You while you are under the influence of alcohol or drugs, or while the concentration of alcohol in your blood or breath exceeds the statutory limit.
- 6.2.2 Any other person, with your consent and knowledge, who you know is under the influence of alcohol or drugs or while the concentration of alcohol in that person's blood or breath exceeds the statutory limit.

### **6.3 Outside the cruising range limits**

We do not pay while the watercraft is outside the cruising range limits shown on the schedule.

### **6.4 In transit on land**

We do not pay while the watercraft is being carried, or is in transit on land (other than while being moved by hand) unless otherwise shown on the schedule.

### **6.5 Unattended off an exposed beach or shore**

We do not pay for loss, damage, legal responsibility or medical emergency treatment costs arising from the watercraft being stranded, sunk, swamped or breaking adrift while left moored or anchored unattended off an exposed beach or shore.

### **6.6 Previous unrepaired damage**

We do not pay for previous damage that you did not repair or claim for when there is a subsequent total loss.

### **6.7 Collision with submerged objects**

Unless stated on the schedule, we do not pay for loss, damage, legal responsibility or medical emergency treatment costs arising from loss, or damage to the watercraft's rudder, propeller, strut, shaft, electrical machinery, engines or motors caused by collision with a submerged object.

## **6.8 Loss or damage to certain parts**

We do not pay for loss, damage, legal responsibility or medical emergency treatment costs if there is loss or damage to the watercraft's rudder, propeller, strut, shaft, machinery, engines, motors, batteries and their connections.

However, we pay if the loss or damage is caused:

- a. By your watercraft being stranded, sunk, burnt, on fire or in a collision with another watercraft, pier or jetty.
- b. By the watercraft being immersed because of heavy weather.
- c. By fire in the storage venue on the shore.
- d. While the rudder, propeller, strut, shaft, machinery, engines, motors, batteries and their connections are being removed from, or placed in the watercraft.

## **6.9 Fire or explosion**

### **6.9.1 For watercraft longer 6.75 metres in length or more**

We only pay for loss, damage, legal responsibility or medical emergency treatment costs arising from fire or explosion to a watercraft fitted with inboard machinery if either of the following conditions is met:

6.9.1.1 The watercraft has an automatic fire extinguishing system in the engine room or engine space, tank space and gallery;

6.9.1.2 The watercraft has firefighting controls at the steering wheel.

### **6.9.2 For watercraft shorter than 6.75 metres**

We pay for loss, damage, legal responsibility or medical emergency treatment costs arising from fire or explosion to watercraft shorter than 6.75 metres if these three conditions are met:

6.9.2.1 Only adequate handheld extinguishers are required to be on that type of watercraft;

6.9.2.2 There are, in fact, adequate handheld extinguishers on the watercraft;

6.9.2.3 Any fire extinguishing system (including fire extinguishers) is properly installed and maintained in efficient working order.

## **7. Conditions specific to your watercraft cover**

These conditions are in addition to the general terms and conditions of this policy.

### **7.1 Your duties as owner of the watercraft**

You, your employees, your agents and all users of the watercraft agree to do all of the following:

7.1.1 Take reasonable steps to maintain the watercraft, outboard motors, trailers and other items or property we cover in a proper state of repair, seaworthiness and roadworthiness;

7.1.2 Exercise all care and diligence in crewing the watercraft;

7.1.3 Act with reasonable care to avoid or minimise loss or damage. We will contribute to costs you incur properly and reasonably if there is compliance with this clause;

7.1.4 Be familiar with all laws and regulations relating to watercraft, including those published in terms of the Merchant Shipping Act 1951, and to use the watercraft according to those laws.

### **7.2 Watercraft launched through the surf must have at least two motors**

When the watercraft is being launched through the surf, it must be fitted with at least two motors in workable and readily usable condition.

### **7.3 Certificate of fitness**

You must arrange at your own expense to get a certificate of fitness for the watercraft. The certification must be conducted while the watercraft is out of the water.

### **7.4 You must remain within the cruising range**

The cruising range is shown on the schedule. It is either of the following:

- 7.4.1 Inland waters only in South Africa (including Durban Harbour and Knysna Lagoon) Namibia, Botswana, Zambia, Zimbabwe, Mozambique, Eswatini and Lesotho;
- 7.4.2 Inland waters (as defined above) and coastal waters of South Africa, Namibia and Mozambique but only for:
  - a. watercraft under 6.75 metres for day sailing of a maximum of 12 nautical miles from the coastline;
  - b. watercraft over 6.75 metres that are within 12 nautical miles from the coastline.

### **7.5 You must cover your watercraft and items for their full value**

If your watercraft or any items are under five years old, you must get cover for the new replacement costs of your items. If, at the time of a claim, the maximum amount of cover is less than the new replacement costs, you are considered as your own insurer for the balance.

If your watercraft or any items are over five years old, you must get cover for the market value of your items. If, at the time of a claim, the maximum amount of cover is less than market value, you are considered as your own insurer for the balance.

### **7.6 We cancel the policy if you sell or transfer ownership of the watercraft**

If you sell or transfer the watercraft to a new owner, then we will cancel this section of the policy from the date of sale or transfer. You have the right to ask us to continue cover, particularly if at the time of sale or transfer, the watercraft is at sea. We will then only cancel this section of the policy when the watercraft has arrived at the next port of call inside the territory and is anchored or moored safely.

### **7.7 Constructive total loss**

**Constructive total loss** means that the damage to the watercraft is so severe that to repair it would cost more than the new replacement value or market value.

To decide whether the watercraft is a constructive total loss, we consider whether the watercraft would be cost effective to repair. If it is not cost effective to repair, then we pay up to the maximum amount of cover.

We do not take into account the damaged, or break-up value of the watercraft or wreck.

### **7.8 No guarantee on watercraft's fitness for racing or cruising association**

After a valid claim where we have repaired or replaced the watercraft, we do not guarantee the watercraft's acceptability or eligibility to be classed in any class, or registered in any racing or cruising association or club.

### **7.9 For us to assess a claim, you must return the watercraft to South Africa**

If a covered event takes place outside South Africa, you must return the watercraft to South Africa at your own expense so that we can assess the damages.

### **7.10 You must flush flooded motors immediately**

If the motor is immersed in water, it is your duty to make sure that the motors are immediately flushed out and restarted as soon as possible.

### **7.11 We pay only for repairs to rips in fabric**

In semi-rigid watercraft and fully inflatable watercraft, we pay only for patching or repairing tears in the fabric of pontoons. (A pontoon is a flotation device with enough buoyancy to float itself as well as a load.)

A semi-rigid watercraft is a watercraft with a rigid hull with pontoons made of a flexible material. The pontoons are inflated under pressure.

#### **7.12 Transit by rail or road**

We cover the watercraft while it is in transit only by rail or by road. This condition applies only if the watercraft is a maximum of 9 metres in length and is capable of being towed.

When the watercraft is conveyed by road it must be on a purpose-built properly constructed roadworthy trailer. The watercraft must be properly and adequately secured to the trailer.

We also cover loss or damage during loading and unloading from the trailer or train within the cruising range shown on the schedule.

However, we do not pay for:

- a. scratching, bruising or denting and the cost of consequent repairs or refinishing;
- b. any third-party responsibility.

#### **7.13 Replacing new for old material**

This condition applies to watercraft over five years old only.

Where we replace old material with new material, we will adjust our payment by the difference between the old and new material. (This is a principle of insurance known as betterment.)

This applies to:

- a. sails, masts, spars, standing and running rigging, protective covers and batteries.
- b. outboard and inboard motors. You are also responsible to pay the excess.

#### **7.14 Other watercraft you own**

If the watercraft collides with, or receives salvage services from another watercraft you own (either totally or partially), you have the same rights under this policy as you would have if the other watercraft was owned by someone else.

If you and we cannot agree who is responsible for the collision, or for the cost of salvage, the matter must be referred to an arbitrator.

#### **7.15 Inflationary increase**

We will automatically increase the maximum amount of cover on the anniversary date by a percentage in line with the Consumer Price Index change. We will update the policy with the new maximum amounts of cover and the premium you must pay for the next period of cover.

You must still make sure that the maximum amount of cover represents the full value of the watercraft and items at all times.

#### **7.16 Continuation of cover in some circumstances**

If the watercraft is at sea, or in distress, or at a place of refuge when this cover ends, we will continue to cover it. We will continue cover until the watercraft arrives at the next port of call inside the territory and is anchored or moored safely.

### **8. Automatic extensions to watercraft cover**

You automatically receive these extensions to your watercraft cover.

#### **8.1 Government action to prevent pollution threat**

If your watercraft is damaged by a covered event and then becomes a pollution threat, we pay for any loss or damage to your watercraft caused by a government authority acting to stop, or minimise, the threat. The actions of the government authority must be the direct cause of the extra damage.

### **9. Optional extensions to watercraft cover**

You only have this cover if you bought it and it is shown on the schedule. There are extra premiums for these extensions.



### **9.1 Yacht racing**

We pay for the cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by an event while the watercraft (yacht) is racing. Cover is limited to two-thirds of the costs of the repair but not more than the maximum amount of cover for these items.

If the loss or damage is caused by the watercraft being stranded, sunk, burnt, on fire, in an accident, or in contact with any substance (including ice) other than water then we pay repair or replacement costs.

### **9.2 Water-skiing**

We pay for legal responsibility to third parties for water-skiing. The loss or damage could have been caused to the water-skier or by the water-skier.

### **9.3 Extension of cover to include submerged objects**

For watercraft that have a speed capability of more than 17 knots\* and the loss or damage was caused by collision with a submerged object, we pay for loss or damage to the following parts of the watercraft: rudder, propeller, strut, shaft, electrical machinery, engines and motors.

\*17 knots is 31.484 kilometres per hour.

## **10. How we pay**

We will pay up to the maximum amount of cover for the events and items we cover. We have the right to choose to do one or more of the following:

- 10.1 Pay the costs to repair the loss or damage;
- 10.2 Replace the stolen, lost or damaged item;
- 10.3 Pay you cash for the stolen, lost or damaged item;
- 10.4 Negotiate and settle any third party claims.

## **Notice supplied in addition to the Statutory Notice supplied with this Policy**

Insurance policies are legal contracts entered into between the Insurance Company (we/us) and the Insured (you/your). The Intermediary (broker) used by you, as your agent and in terms of the Financial Advisers and Intermediary Services Act (FAIS), is obliged to bring to your attention all aspects of the insurance policy that affect the coverage purchased, both the positive and negative aspects.

### **Definitions**

To assist all concerned, and in particular you, we have produced/reproduced various definitions utilised by us that could affect you in your understanding of the cover provided by this Policy in the General Definitions Section of the Policy.

These definitions are not a comprehensive list of all those used in this Policy, but we believe that they are of such a nature that we should bring them to your specific attention.

There are other definitions used in this Policy, but we are confident that the broker is fully aware of definitions used in the South African Business insurance market upon which this Policy has been based.

These definitions do not necessarily appear in this Policy in the same order as they are listed.

Should you require any additional information, or explanation, as to the application of these definitions, or any aspect of this Policy, it is recommended that you contact the broker that arranged this Policy on your behalf.

However, we are always available to assist you should the need arise.



## Contact

### Registered Address

Rosebank Towers, 5th Floor, 15 Biermann Avenue  
Rosebank, 2196, South Africa

**T** 011 088 7000  
[www.brytesa.com](http://www.brytesa.com)

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