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*Reference is made in the schedule only to those sections shown in this index to be included and policy wordings are attached in respect of those sections only.*

*At first issue of this policy (or any section thereof) please check to ensure that all pages of all included sections are contained in this document.*

*At renewal or revision, policy wordings will not be reissued. The schedule will be updated and reissued as necessary together with any section schedule which may have changes.*

# GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS

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 within sections 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 loss of or damage to property related to or caused by:
- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
  - (ii) war, invasion, act of foreign enemy, hostilities or 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;
    - (b) insurrection, rebellion or revolution;
  - (iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
  - (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 A (i), (ii), (iii), (iv), (v) or (vi) above.

If the Company alleges that, by reason of clause 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 or 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

Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- (i) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- (iii) nuclear explosives or any nuclear weapon;
- (iv) nuclear waste in whatever form;

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

For the purpose 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 expense whatsoever resulting or arising therefrom;
- (b) any legal liability of whatsoever nature;
- (c) any consequential loss;

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 correctly to 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 or worm or any other destructive or disruptive code, media or 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 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:

1. storm, wind, water, hail or snow excluding damage to property
  - (a) arising from its 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) in any structure not completely roofed;\*
  - (f) being retaining walls;\*

*\*Unless so described and specifically insured as a separate item*

2. aircraft and other aerial devices or articles dropped therefrom;
3. 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.

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 exclusion (applicable to the public liability and employers liability)**

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.

## **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.

### **3A. Cancellation**

This policy or any section may be cancelled at any time by the Company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. 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. 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, subject to general condition 4.

### **3B. 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 his bank or other paying agent.

Due date will be the first day of every calendar month where premium is payable monthly, and the first day of

- (a) each third
- (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. The Insured must comply and adhere to laws, by-laws and local, municipal, regional and government regulations where it is material 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 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 6 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 any 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 is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

## 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 proof, 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 Company shall thereafter not be under further liability in respect of such event.”

### 13. Continuation of cover where premium is payable by bank debit order

General condition 3B – “Continuation of cover” is amended to read as follows:

- (a) The premium is payable in arrear if the Insured’s policy number is followed by the letters “AG”, otherwise it is payable in advance.
- (b) If the premium is not paid to the Company upon request (on submission of the debit order against the payer’s bank account) then the Insured will still have cover for the month for which no premium has been received. The premium is therefore still due to the Company and can be settled in cash at any office of the Company.
- (c) At the next request for payment two debit orders will be submitted (if the outstanding premium has not been settled in cash); the unpaid one, as well as the one for the new month. If only one debit order is paid, this money will be used to settle the original outstanding premium.
- (d) When an event occurs which results in a claim during the month for which the premium has not been paid, the Insured will be required to first settle the outstanding premium before the claim can be processed.
- (e) If the premium for two consecutive months (on submission of two debit orders) are not paid, then the policy will be cancelled with retrospective effect from midnight on the last day to when the Company had received premium.  
No further request for premium payment will be made.
- (f) If the premium is paid annually in advance by means of one debit order and that debit order is returned unpaid, then the Insured will continue to have cover for one further month. If it is again unpaid, the policy will be cancelled from the inception date or anniversary date.



## 14. Amendment to words if premium is paid monthly by debit order

If the premium is paid monthly by debit order, the following amendments apply to the policy:

SECTION	PAGE AND REFERENCE	AMENDMENT
General	5/11: Adjustment of premium	
Property damage	8/13: Escalator clause extension	The words "each period of insurance" are amended to read: "each period of twelve consecutive months from the inception date or anniversary date".
Accounts receivable	2/3: Adjustment clause	
Motor	10/12: Premium adjustment clause	
Electronic equipment	8/9: Memo 1 – Capital additions and currency fluctuations	
Property damage	6/13: Capital additions clause	
Machinery breakdown	3/4: Capital additions clause	The words "each quarter" are amended to read "each month".
Fidelity	1/6: Defined events	<p>Proviso (v) is added:</p> <p>(v) the amount payable during any one period of 12 consecutive months from inception or anniversary date shall not exceed the sum insured stated in the schedule at the said inception or anniversary date as the case may be (or double the sum insured if the "Reduction/Reinstatement of insured amount clause" applies).</p> <p>If the sum insured is increased the 12 consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date shall not exceed twice the sum insured.</p>
Property damage	8/13: Escalator clause extension	The words "annual premium" are amended to read "twelve times the monthly premium."
Fidelity	5/6: Reduction/Reinstatement of insured amount clause	
Public liability (Occurrence Basis)	6/10: Products Liability (annual) period of extension 7/10: Wrongful arrest and defamation extension	The words "any one annual period of insurance" are amended to read "any one period of twelve consecutive months from inception date or anniversary date".
Public liability (Claims Made Basis)	7/11: Products liability extension 9/11: Wrongful arrest and defamation extension	
Motor	4/12: No claim rebate provisions	The Claim-Free Groups or No Claim Discounts applicable will be established at inception date and/or anniversary date and the references to "preceding years" are understood to mean the relevant period of 12 consecutive months preceding such dates.

SECTION	PAGE AND REFERENCE	AMENDMENT
Deterioration of stock	2/2: Specific conditon 7	The words "any one period of insurance" are amended to read "any one period of twelve consecutive months from inception date or anniversary date".
Liability schedule	Wrongful arrest and defamation	The limit of indemnity is R100 000 per event or R500 000 any one period of 12 consecutive months from inception date or anniversary date.

## 15. Policies issued in Namibia by Santam Namibia Ltd

The following amendments are applicable in respect of policies issued in Namibia by Santam Namibia Ltd:

- (a) Wherever the "R" sign representing South Africa Rand monetary unit appears in this policy and its schedules, it shall be deemed to be replaced by the "N\$" sign, representing the Namibian Dollar monetary unit.
- (b) The words "Subject to the provisions of Section 55 of the Short Term Insurance Act No 53 of 1998 (as amended)" are deleted from the General Conditions and General Provisions of this policy.
- (c) Reference to "Transnet" is amended to read "Transnamib Holdings Ltd"
- (d) Reference to "Telkom" is amended to read "Telecom Namibia Ltd"
- (e) The Statutes referred to under the Legal Defence Costs Extension of the Public Liability (Claims made and Occurrence) section are amended as follows:
  - Part XI of the Labour Act 6 of 1992 and the relevant regulations to Part XI (as amended)
  - The Electricity Act of 2007 (as amended), and/or any other Act or Ordinance pertaining to the supply of electricity
  - The Forest Act 12 of 2001 (as amended)
  - The Liquor Act 6 of 1998 (as amended)
  - The Accomodation Establishments and Tourism Ordinance 20 of 1973 (as amended)
  - The Public Health Act No. 63 of 1997 (as amended)
  - all as read in conjunction with the Criminal Procedure Act 51 of 1977 (as amended)
- (f) The words "the Republic of South Africa" appearing under the Hunters Liability extension of the Public Liability (Claims made and Occurrence) section are replaced by "Namibia".

# GENERAL PROVISIONS

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

## 1. Claims preparation costs

The insurance 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 a particular section, R25 000 or 10% of the sum insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

## 2. 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.

## 3. 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.

## 4. Members

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

## 5. 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.

## 6. Meaning of words

The schedule, 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.

## 7. 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 the inception date or renewal date as the case may be but may do so upon such terms as it at its sole discretion may determine.

## 8. Holding covered

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

## 9. Sums insured blank in schedule

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

- (i) left blank or has no monetary amount stipulated against it;
- (ii) reflected as nil or not applicable or not covered or no indemnity extended;

this means the defined event or circumstance shown in the schedule is not insured by the policy.

## 10. Security firms

If an employee of a security firm employed by the Insured under a contract 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 right 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.

## 11. Definitions

**INSURED:** shall mean as stated in the schedule. If the Insured is a Company, trust or close corporation the Insured shall be deemed to include the directors, trustees or members permanently residing on the insured premises including their spouse and any other family member or spouse's family member normally residing with the Insured.

**BUSINESS:** shall mean as stated in the schedule. The following activities and no other shall be deemed to form part of the Business definition unless specifically declared to the Company and listed in a clause forming part of the schedule of this policy:

Swimming, cycling (including mountain biking) hiking, golf, tennis and other ball sports.

**COMPANY:** shall mean as stated in the schedule.

**GUESTHOUSE:** A commercial undertaking which is owner managed and offers accommodation of not more than 20 guest bedrooms, with breakfast and/or dinner made available to guests. The owner manager must live on the insured premises. No self catering facilities are available to guests unless it is in the owner manager's personal kitchen.

**BED AND BREAKFAST:** An informal establishment which is owner managed from a private home and offers accommodation of not more than 20 guest bedrooms. The owner manager lives in the private home or in a private home on the same property. Breakfast is made available to guests. No self-catering facilities are available to guests unless such facilities are in the owner manager's personal kitchen.

# PROPERTY DAMAGE

## DEFINED EVENTS

1. Damage by the perils described
  - a. in sub-section A
    - i. to the buildings owned by the Insured or for which he is responsible 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 and plant and machinery pertaining to and associated therewith, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts, fences, and concrete, tarred, paved or stone (not gravel) covered areas, roads, driveways, paths or parking areas.
    - ii. to the contents owned by the Insured including property held in trust or on commission for which the Insured is responsible which shall include
      - a. money up to R5 000 and stamps up to R5 000;
      - b. documents, manuscripts and business books plans and designs;
      - c. computer system records;
      - d. patterns, models and mouldsbut in respect of (b) (c) and (d) the cover 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 and the value of such information to the Insured
    - e. personal effects not otherwise insured (including pedal cycles and tools) of principals, members, directors, partners or employees up to R10 000 per individual while in the building
  - b. in sub-section B to public supply connections
    - ii. situated as stated in the schedule.
2. Loss of rent as provided for in sub-section C.

## SUB-SECTION A – INSURED PERILS

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow other than:
  - a. that arising from its 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 unless so described and specifically insured as a separate item;
    - ii. caused or aggravated by:

- subsidence or landslip;
  - 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.
- iii. to property in the open (other than to buildings, structures or plant designed to exist or operate in the open) unless so described and specifically insured as a separate item;
  - iv. to any structure not completely roofed unless so described and specifically insured as a separate item.
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) other than
    - a. theft of money unless such theft of money is accompanied by forcible and violent entry or exit from any building at the insured premises or following violence or threat of violence;
    - b. theft (or any attempt thereat) from any outbuildings where the loss or damage payable by the Company exceeds 10% of the sum insured stated in the schedule, unless such theft (or any attempt thereat) is accompanied by forcible and violent entry or exit from the building or following violence or threat of violence;
    - c. the first R1 000 in the event of theft of contents.

If there is damage to the building (including landlord's fixtures and fittings therein and thereon) caused by or arising from theft or any attempt thereat of contents (as described under Defined Events 1(a)(ii) above) and such building is not insured under this policy, the Company will in addition to the limit of indemnity stated in the schedule pay up to R10 000 in respect of any one event, provided that such theft or attempted theft is accompanied by forcible and violent entry into or exit from the building. The Insured will be responsible for a first amount payable of R500 in respect of any claim.

If any insured building 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.

7. Malicious damage as described in "Malicious damage" under Clauses and Extensions.
8. Damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installation/appliance excluding damage caused or aggravated by
  - a. alteration or repair to the building containing the installations or the appliances;
  - b. freezing of the installation or appliances if the building is unoccupied for more than 30 consecutive days.
9. Damage caused by subsidence or landslip (limited cover) but excluding:
  - a. loss or damage to drains, water courses, boundary walls, garden walls, screen walls, retaining walls, gates, posts or fences, driveways, paving, swimming pool surrounds and tennis courts; or
  - b. loss or damage caused by contraction/shrinkage and/or expansion of soil caused by the moistness/dampness or moisture content of such soil as experienced in clay and other similar soils; or

- c. existing damage at the inception of this extension; or
- d. loss or damage caused by or attributable to faulty design, inadequate compaction of backfill or faulty construction of, or the removal or weakening of support to any insured building situated at the insured premises; or
- e. loss or damage caused by or attributable to work carried out in making any structural alterations, additions or repairs to any insured building situated at the insured premises; or
- f. loss or damage caused by or attributable to excavation on or under land other than excavations in the course of mining operations; or
- g. loss caused by or attributable to consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

If the Company alleges that, by reason of the provisions of these exceptions, any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

10. 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 excluding damage caused by or arising from wear and tear or gradual deterioration.

The Insured is responsible for a first amount payable of R250 in respect of any claim as a result of this peril.

11. Accidental damage to:
- a. fixed glass and sanitaryware;
  - b. household electrical and gas appliances including air conditioning units, burglar alarms and built-in stoves;
  - c. radio or television aerials or masts including satellite dishes;
  - d. buildings up to an amount of R10 000 but excluding loss, destruction or damage caused by or resulting from:
    - i. wear and tear;
    - ii. depreciation;
    - iii. electrical or mechanical breakdown;
    - iv. rust, mildew, moth, vermin, or insects;
    - v. scratching, denting or chipping;
    - vi. the Insured's own domestic pets;
    - vii. any gradually operating cause;
    - viii. any process of dyeing, cleaning or renovating;
    - ix. the action of light or atmospheric conditions;
    - x. confiscation or detention by any process of law
  - e. plant and machinery forming part of swimming pools, boreholes (for domestic use), jacuzzi and saunas, electrical doors, gates and gate motors provided that:
    - i. the Company's liability shall not exceed R5 000 in respect of any one event;
    - ii. damage caused by or arising from wear and tear or gradual deterioration is excluded;

provided that the amount payable will be reduced by R500 for each and every such damage.

12. 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 peril unless such interruption or interference extends beyond 24 hours.

13. 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 of R250 in respect of any claim as a result of this peril.

14. Power surge provided that:
- i. the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed in the aggregate R50 000;
  - ii. the Insured shall be responsible for a first amount payable of 10% of claim subject to a minimum of R500.

## Specific condition (not applicable to 8, 9, 10, 12 and 14 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

## Rent

Loss of rent as a result of the buildings 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 not exceeding 25% of the sum insured on the affected property. The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value.

# CLAUSES AND EXTENSIONS

## Subsidence and landslip (extended cover) – applicable to sub-section A (if stated in the schedule to be included)

Peril no 9 of sub-section A – Perils is replaced by the following:

### 9. Damage caused by subsidence or landslip

provided that the Insured shall bear the first portion of each and every claim up to an amount calculated at 1% of the sum insured on the property or R500 whichever is the greater.

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, water courses, 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 to Sub-section C (if stated in the schedule to be included)

If property within a 50 km 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 not exceeding 25% of the sum insured on the affected property. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

## Architects' and other professional fees

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 20% of the amount payable 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

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 not exceeding 25% of the sum insured thereon, 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

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

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.

## Locks, keys, remote control units and access cards

In addition to the sum insured stated in the schedule, the Company will indemnify the Insured in respect of the cost of replacing locks, keys, remote control units and access cards to any insured building following upon the disappearance of any key, remote control or access card to such premises or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote control or access card provided that:

- a. the Company's liability shall not exceed R5 000 in respect of any one event;
- b. the Company shall not be liable for the first R250 of each and every event.

## Mortgagee

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 his 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

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

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 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 despatch 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

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 despatch, 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 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 of property

The insured property owned by the Insured is held covered while temporarily removed from the Insured premises

- A. for alteration, cleaning, repair, renovation or similar process within the territorial limits provided
  - 1. the Company's liability
    - i. is limited to 15% of the sum insured for the property concerned;
    - ii. is not increased beyond that to which it would have been exposed at the premises or the part thereof from which the insured property is temporarily removed;
    - iii. for property in transit is restricted to transit by road, rail or inland waterway and the property is not otherwise insured;
  - 2. the cover does not extend to motor vehicles or motor chassis;
  - 3. that this extension does not provide cover to property held in trust or on commission.
- B. whilst contained within any other occupied private residence or building in which the Insured is temporarily residing;
- C. to the building of any office, business or trade where the Insured is employed;

provided always that theft (or any attempt thereat) from any building mentioned in this extension is not covered unless such theft (or any attempt thereat) is accompanied by breaking into or out of such building by actual, visible and forcible means.

## Tenants

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 (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

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. movable 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. movable 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;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.

## **Riot and strike (if stated in the schedule to be included)**

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein sub-sections A, B and C of this section are extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (1) 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 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.

## Cost of removal of trees

The insurance under this section includes an amount up to R5 000 in respect of removal costs of fallen trees or parts thereof (whether causing damage or not) referred to under Insured Peril 5 in sub-section A.

## Alterations

This section shall not be prejudiced by any alteration or misdescription of occupancy due to structural alteration or repair to the building defined in 1(a)(i) of the insured property provided the Company is notified as soon as practicable after the event and the Insured pays any additional premium required.

## Watchmen and temporary repairs

The Company will pay up to R10 000 for costs actually and necessarily incurred in employing watchmen to protect or attempt to protect any insured property following an insured event including the cost of boarding up or temporary repairs or repair of the burglar alarm system following such insured event.

## Personal effects of guests

The Company will pay up to R50 000 or the amount stated in the schedule whichever is the greater for loss or damage by a defined event to household goods and personal effects (excluding money and negotiable instruments) belonging to guests temporarily residing with the Insured but excluding:

- a. such household goods and personal effects that are not contained in a building situated on the insured premises;
- b. such household goods and personal effects that are otherwise insured.

## Beverage leakage

The Company will pay up to R20 000 for damage to the insured property caused by leakage of beverages from fixed installations including the resultant loss of beverages but excluding the first R500 in respect of every claim.

## Gardens and water features

The Company will pay up to R20 000 for costs incurred by the Insured in restoring landscaped gardens, water features and statues following loss or damage by fire, lightning, thunderbolt, subterranean fire, special perils, earthquake, malicious damage and explosion or as a result of any emergency service operating at the insured premises as a result of an insured peril.

## Fish stock contamination

The Company will pay up to R20 000 for the death of fish stock (other than Koi) in the insured's dams following water pollution or contamination from chemicals or waste but excluding the first R500 in respect of every claim.

## Death of horses or Koi fish

The Company will pay up to R20 000 for any one event for death of or injury to horses or Koi fish 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. This extension also includes death of Koi fish following water pollution or contamination from chemicals or waste.

## External signs, blinds and canopies

The Company will pay up to R20 000 for damage by an insured peril to external signs blinds and canopies at the Insured's premises for which he is responsible but excluding the first R500 in respect of every claim. This cover is extended to include signs and signposts advertising the insured establishment being the property of the Insured and for which he is responsible and situated elsewhere than on the insured premises.

## Deterioration of foodstuffs

The Company will pay up to R25 000 for accidental deterioration of foodstuffs from any cause but excluding:

- a. damage as a result of the deliberate withholding of power by a supply authority;
- b. consequential loss;
- c. the first R500 in respect of every claim.

## Damage by wild animals

The Company will pay up to R100 000 in any one insurance period for loss of or damage to the insured property caused by the acts of wild animals but excluding:

- a. damage caused by baboons;
- b. the first R2 500 in respect of every claim.

## Goods in the open

The Company will pay up to R25 000 in respect of damage caused by an insured peril to goods in the open situated on the insured premises.

## Disposal of salvage

The Company agrees not to sell or dispose of any property which is the subject of a claim without giving the Insured the option to repurchase it at the greater of its fair intrinsic or market value but this clause does not give the Insured license to abandon property to the Company.

## Compensation for death of the insured or employees of the insured

The Company will pay compensation if the Insured or any employee of the Insured dies within ninety days due to an injury sustained in the Insured's buildings or on the Insured's premises through fire or attack by thieves provided that the Company's liability shall not exceed R10 000 per person or R50 000 in respect of any one event.

## Medical expenses

The Company will pay medical expenses, not otherwise insured, up to R10 000 per person for accidental bodily injury sustained by

- a. any person, excluding the Insured or a person in the Insured's service, caused directly by the Insured's domestic animal kept on the Insured's premises;

- b. the Insured's guest or visitor, caused directly by a defect in the buildings or premises;
- c. the Insured's domestic employee which results from and in the course of their service.

If an amount of a claim is in excess of the limit stated above, General provision 5 shall not apply if the claim for such additional amount can be dealt with under another section of the policy.

## Trauma treatment

The Company will pay up to R10 000 in respect of any one event for expenses incurred, not otherwise covered, for trauma treatment by a registered professional counsellor if the Insured or any guest of the Insured requires treatment due to hijacking, theft, fire or violence or threat of violence that occur in the Insured's buildings or on the Insured's premises.

## Veterinary expenses

The Company will pay up to R5 000 for veterinary expenses incurred as a result of accidental bodily injury sustained by any domestic pet (excluding animals kept for private consumption purposes or for commercial use) owned by the Insured and arising from an accident involving a motor vehicle.

## Temporary increase of the sum insured

The sum(s) insured for contents under this section will be increased annually by 10% over long weekends, during festivals and during school holiday periods based on the provinces' official school calendar.

## Transport of groceries and household goods

Loss of or damage to groceries and household goods which the Insured transports after the purchase thereof along a reasonably direct route to the Insured's home.

Provided that:

- a. The Company's liability shall not exceed R15 000 in respect of any one event;
- b. The Company shall not be liable for the first R250 of each and every event.

## Bilking

The Company will pay up to an amount of R20 000 for any one loss in any one period of insurance for loss of income of the Insured where such loss has arisen as a result of a guest or visitor of the Insured having absconded and/or left the insured premises prior to settling his/her account for accommodation and other services provided by the Insured.

Provided that:

- 1. the Insured has made all reasonable attempts to collect such outstanding payment;
- 2. cover will not be considered by the Company if the Insured is unable to provide the following minimum details of such guest or visitor:
  - a. Full first names and surname
  - b. Identification or passport number
  - c. Physical address of permanent residence
- 3. the Company shall not be liable for the first R500 of each and every event.



## Loss of water

The Company will pay up to R 10 000 for charges raised by a local authority for water lost through leakage from pipes on the Insured's property provided that

- a. The consumption reading must be at least 50% more than the average of the previous four readings
- b. The Insured take immediate steps to repair the pipe(s) affected on discovery of a leak (by physical evidence or on receipt of an abnormally high water account)

This extension does not cover

- i. The cost of repairs to leaking pipes
- ii. More than two separate incidents in any period of twelve months
- iii. Loss of water
  1. as a result of leaking taps, water heating apparatus or toilet systems
  2. from swimming pool structures or inlet or outlet pipes
  3. whilst the property is unoccupied for a period in excess of 60 consecutive days.

# BUSINESS INTERRUPTION

## 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:

- (i) the Property damage section of this policy
- (ii) any other material damage insurance covering the interest of the Insured

but (i) and (ii) are covered only in respect of insured perils 1, 2, 3, 4, 5, 7, 8, 9, 10, 13 and 14 under the Property damage section hereof

- (iii) the Money section of this policy
- (iv) the Goods in transit section 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.

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.

## BASIS OF LOSS SETTLEMENT

### Revenue

The insurance under this item is limited to

- (a) loss of revenue and

(b) increase in cost of working

and the amount payable as indemnity hereunder shall be

(a) in respect of loss of revenue the amount by which the revenue during the indemnity period shall, in consequence of the damage, fall short of the standard revenue

(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 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.

## 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.

## 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.

**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.

### Standard revenue

The revenue during that period in the 12 months immediately before the date of the damage which corresponds with the indemnity period

### Annual revenue

Annual gross revenue during the 12 months 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 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 revenue during the indemnity period.

## EXTENSIONS AND CLAUSES

### Accountants

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

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.

### Departments

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under revenue relating to reduction in 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 revenue for each department or branch, whether or not affected by the damage, (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12), the amount payable shall be proportionately reduced.

### Murder/suicide/illness/disease/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 fifty kilometer 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 fifty kilometer 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 fifty kilometer radius of the Insured's premises;
- (f) shark or wild animal attack within a fifty kilometer radius of the Insured's premises;
- (g) bombing within a fifty kilometer radius of the Insured's premises;
- (h) summons of the Insured to appear as a witness or of any of the Insured's directors, partners or employees.

- (i) 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;
- (j) contagious or infectious notifiable disease within a fifty kilometer radius of the Insured's premises provided that the municipal, regional, local or government authority responsible for the area has declared a notifiable medical condition or communicable disease to exist within the area and/or has imposed quarantine regulations and/or has acted to restrict access to the area in terms of any local, municipal, regional or national law, by-law or regulation pertaining to public health and safety.

For the purposes of this extension

- (i) 'indemnity period' shall mean the period commencing with the occurrence of (a), (b), (d), (e), (f), (g) or (h) above or for (c) (i) and (j) the date on which restrictions on the premises were applied and ending not later than three months thereafter;
- (ii) '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;
- (iii) 'contagious or infectious notifiable disease' shall mean illness sustained to any person resulting from any human infectious or human contagious disease, an outbreak of which the municipal, regional, local or government authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS) or AIDS related condition.

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

## Cancellation of bookings

The insurance under this extension is limited to an amount of R 10 000 arising out of the loss of the value of deposits received for the reservation or booking of accommodation in consequence of returning such deposit following curtailment of the relevant booking due to a cause listed below provided that such deposits cannot be recovered from any other source by or on behalf of the person/s cancelling or curtailing:

- (a) Accidental injury, illness or death of
  - (i) the person for whom the accommodation was booked or any person with whom he/she has arranged to travel
  - (ii) a close relative, fiancé or close business colleague of the guest
- (b) Pregnancy of the guest's spouse
- (c) Compulsory quarantine or jury in a court of law applying to the guest or any person with whom he has arranged to travel
- (d) The permanent residence of the guest being lost or damaged by theft or any attempt thereat, fire, storm, wind, water, hail, snow or earthquake necessitating his/her return home
- (e) Any official requirement by lawfully established authority for the guest to attend emergency duty in military, medical or public service

provided that

the Company shall not be liable for claims where at the time that the booking was made

- (i) the guest was aware of any medical condition or set of circumstances which could reasonably be expected to give rise to the booking being cancelled or curtailed;
- (ii) any person whose condition gives rise to the claim was receiving or who was on a waiting list for or had knowledge of the need for in patient treatment at a hospital or nursing home;

- (iii) any person whose condition gives rise to a claim was travelling against the advice of a medical practitioner;
- (iv) any person whose condition gives rise to a claim was travelling for purposes of obtaining medical treatment abroad;
- (v) Any person whose condition gives rise to a claim was, during the 12 months prior suffering from any chronic and/or recurring illness of a serious nature which had necessitated consultation or treatment.

## 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

- (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

provided that

- (i) 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;
- (ii) 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 territorial limits are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique.

## 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 territorial limits are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique.

## 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.

## 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; and
- (d) a flat battery or battery failure at the time of starting the equipment.

## Liquor license

Loss as insured by the section resulting from interruption of or interference with the business in consequence of a license granted in respect of the premises for the sale by retail of excisable liquors the license becoming suspended or forfeited under the provisions of the appropriate legislation governing such licenses 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 license 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 license or grant the license by way of renewal;
- (c) if the forfeiture of or refusal to renew the license 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 license 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 license 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 licenses 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 license
  - (iv) alteration in the purpose for which the premises are used
  - (v) objection to renewal or other circumstances which may endanger the license 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.

## 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.

### (a) **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.

(b) **Unspecified suppliers**

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.

(c) **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.

(d) **Contract sites**

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

(e) **Prevention of access**

Property within a 50 km 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.

(f) **Prevention of access – extended cover (if stated in the schedule to be included)**

Property within a 50 km radius of the 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.

(g) **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.

(h) **Customers (if stated in the schedule to be included)**

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

(i) **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.

(j) **Public telecommunications – insured perils only (if stated in the schedule to be included)**

(i) Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured

(ii) the transmission facilities network of the public authority mentioned in (i).

## **Public telecommunications – extended cover (if stated in the schedule to be included)**

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunication facilities to the premises of the Insured shall be deemed to have resulted from Damage (as defined herein) provided this extension does not cover loss resulting from damage directly or indirectly caused by:

(i) drought

(ii) a fault on any part of the premises belonging to the Insured



- (iii) a decision by any authority to legally withhold the telecommunication facility from the Insured unless such decision is directly attributable to Damage to property of such authority
- (iv) any event described in general exception 1 and 2, but cover provided under the Malicious damage extension in the underlying policy is not excluded.

If the failure of the facility is due to its mechanical or electrical or electronic breakdown, there shall be no liability under this extension unless the interruption or interference with the business of the Insured extends beyond 24 hours.

### **Public utilities – extended cover (if stated in the schedule to be included)**

Loss as insured resulting from interruption of or interference with the business in consequence of total or partial failure of the public supply of water, gas or electricity to the premises of the Insured shall be deemed to have resulted from Damage (as defined herein) provided that this section does not cover loss resulting from damage directly or indirectly caused by:

- (i) drought;
- (ii) pollution of water;
- (iii) shortage of fuel or water;
- (iv) a fault on any part of the installation belonging to the premises;
- (v) 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;
- (vi) any event described in General exception 1 and 2, but cover provided by the Malicious damage extension in the underlying material damage section of this policy is not excluded.

In respect of interruption of or interference with the business arising from mechanical or electrical or electronic breakdown, there shall be no liability under this extension for interruption of or interference with the business unless such interruption or interference extends beyond 24 hours from commencement thereof.

### **The geographical limits of**

(b), (c), (d), (e), (f), (h), (i) and (j) of 11. EXTENSIONS TO OTHER PREMISES and 12. PUBLIC TELECOMMUNICATIONS – EXTENDED COVERS and 13. PUBLIC UTILITIES – EXTENDED COVER are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique.

(g) of 11. EXTENSIONS TO OTHER PREMISES is confined to the Republic of South Africa and Namibia.

### **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 (i) of the Accidental damage section of this policy (hereinafter termed Damage) provided that:

- (a) 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
- (b) 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.

# ACCOUNTS RECEIVABLE

## 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 it.

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:

- (a) loss resulting from loss or damage to the books of account or other business books or records caused by
  - (i) wear and tear or gradual deterioration or moths or vermin;
  - (ii) detention, seizure or confiscation by any lawfully constituted authority
  - (iii) electrical or electronic or magnetic damage, 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 R500 of each and every loss;
- (b) 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:

- (i) the difference between
  - (a) the outstanding debit balances
  - and
  - (b) the total of the amounts received or traced in respect thereofplus
- (ii) 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:

- (a) bad debts;
- (b) 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

- (c) 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 per cent 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.

## 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:

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

## **Accountants**

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 (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.

# MONEY

## DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, 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, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, phone cards, 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 R5 000, and in respect of receptacles, the amount stated in the schedule or R3 000 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, keys and access cards to any receptacle at the insured premises following upon the disappearance of any key or access card 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

- (i) the Company's liability shall not exceed R5 000 in respect of any one event
- (ii) the Company shall not be liable for the first R250 of each and every event.

### 3. Riot and strike (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

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with, any occurrence referred to in (i) 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) (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 his duties in the Insured's employ.

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

1.	Death	<b>the capital sum</b>	
2.	permanent disability as follows	<b>the percentage of the capital sum specified</b>	<b>Percentage of capital sum</b>
	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 disability 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
	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

- In the case of **total and absolute incapacity** from following usual business or occupation the **weekly sum specified** in the schedule shall be payable.
- The reasonable expenses incurred, up to the sum specified in the schedule, shall be payable in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 months of the defined event.

# MEMORANDA (applicable to permanent disablement benefits)

- a. Where the injury is not specified the Company will pay such sum as in its opinion is consistent with the above provisions
- b. Permanent total loss of use of part of the body shall be considered as loss of such part
- c. 100% 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

- (i) 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;
- (ii) 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;
- (iii) 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;
- (iv) this extension shall not apply to any such person under 15 or over 70 years of age;
- (v) 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;
- (vi) general exception 2 and general conditions 2 and 9 do not apply to this extension;
- (vii) 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 thereat
2. In the event of disappearance of any such person in circumstances which satisfy the Company that he has 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 his death provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, he is 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 working 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 strongroom 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.

Specific exceptions (3), (4), (5) and (6) do not apply up to an amount of R1 500 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

  - (a) 2% of the applicable limit under defined events plus
  - (b) a further amount of 10% of the nett amount payable after deduction of the 2% specified in (a) above.
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.

# SPECIAL CONDITIONS APPLICABLE TO CHEQUES

## First amount payable applicable to theft of cheques

Any loss or series of losses attributable to one original event which is payable under this section and which results from the theft of any cheque or cheques shall be reduced by a first amount payable of 25% of the loss indemnifiable by this section unless:

1. Cheques drawn by the Insured
  - (a) the cheque has been drawn and crossed exactly in accordance with the undermentioned "Recommended South African Insurance Association (SAIA) procedure for drawing and crossing of cheques" or any other superior method approved by the SAIA and the printed portion of the cheque (as opposed to the written or typed portion) has been printed by the bank itself or a printer licensed to print cheques by the Automatic Clearing Bureau  
or
  - (b) the cheque has been dispatched to the payee by certified post or any post where the security is equal or superior to certified post
2. Cheques drawn by someone other than the Insured and which were received by the Insured by post or directly by the cashier
  - (a) such cheque has been crossed and marked "not negotiable" and marked "not transferable" immediately on receipt thereof by the Insured and
  - (b) the Insured is able to identify the drawer and amount of the cheque from their records
3. Cheques of which the Insured is the true owner which were drawn by someone other than the Insured and posted to the Insured but not received
  - (a) the cheque has been drawn and crossed exactly in accordance with the undermentioned "Recommended SAIA procedure for drawing and crossing of cheques" or any other superior method approved by the SAIA  
or
  - (b) the cheque was dispatched to the Insured by certified post or any post where security is equal or superior to certified post  
or
  - (c) the invoice of the Insured (to which the payment by cheque relates) contains a message (approved by the Company or SAIA) recommending or requiring that the cheque be drawn in accordance with the undermentioned "Recommended SAIA procedure for drawing and crossing of cheques".

# RECOMMENDED SAIA PROCEDURE

## For drawing and crossing of cheques and printing of blank cheques

### A. Drawing and crossing of cheques

One of the safest methods of drawing and crossing a cheque which is acceptable to banks is as noted hereunder. This method is recommended by SAIA.

1. Delete the pre-printed words "or bearer". This limits the possibility of the drawee bank paying out to a bearer who might not be entitled to payment.
2. If instead of "or bearer" your cheque has pre-printed on it "or order" these words must also be deleted.
3. Write on the face of the cheque the words "not transferable".
4. Cross the cheque by drawing two parallel lines across the cheque.
5. Write the words "not negotiable" between the two parallel lines referred to in 4 above.
6. Ensure that the payee is accurately, properly and fully described. For example where the payee is a company, its full name should be used: RH Jones (Pty) Ltd not just RH Jones

Where the bank account number or CC number of the payee is known this should be included after the name of the payee, for example, "RH Jones (Pty) Ltd, Co no: 69/123456" or "RH Jones (Pty) Ltd ABC Bank account no: 123456789".

Whilst highly recommended it is not compulsory to use the bank account number of the payee.

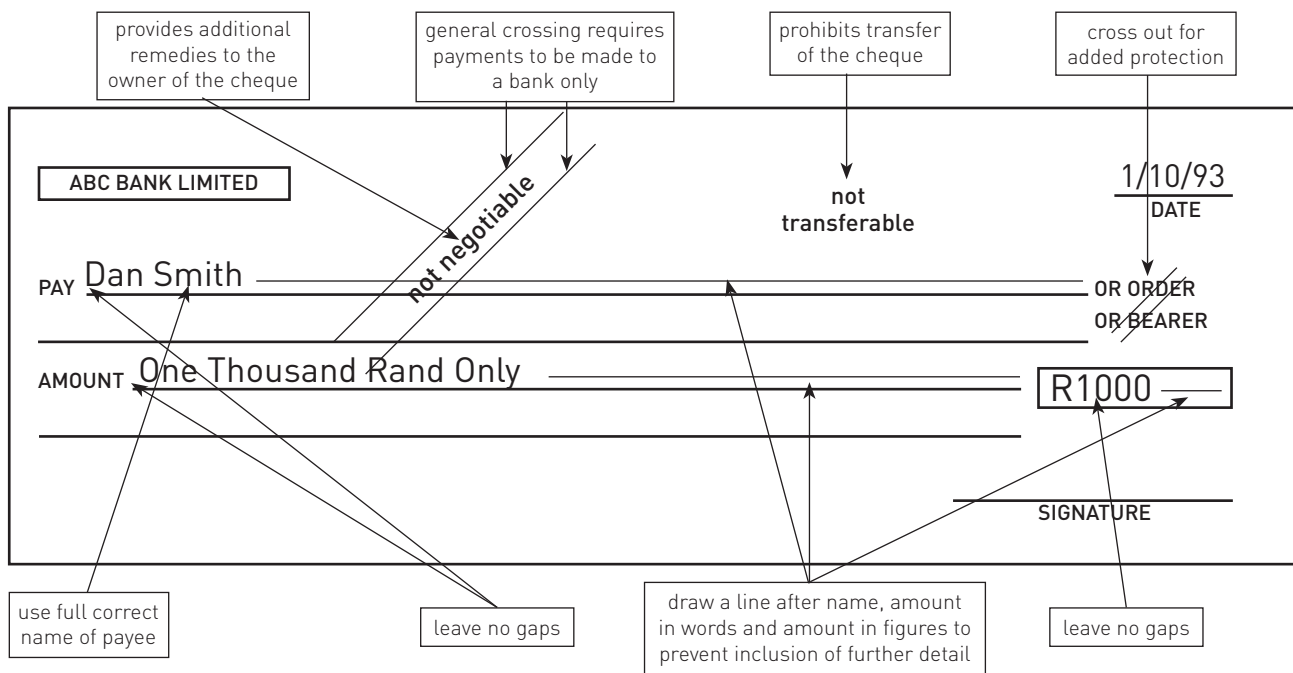
7. In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures.
8. An example of this method of drawing a cheque is attached as Annexure A.
9. On the front of the cheque the wording listed in Annexure B (last page of this section) should be printed. Please ensure that space is left on the rear of the cheque for bank stamps and endorsements.
10. All the markings on a cheque should be legible and clearly visible. Persons drawing cheques should not use abbreviated or different versions of the terminology used in the example. The words "not neg" and a crossing using a rubber stamp containing a rectangle rather than two parallel lines are worthless.
11. The method used to complete cheques should be one which makes an ink impression on the paper, like handwriting, a typewriter or a dot matrix printer. The ribbon used on the printer/typewriter should be of the type which impregnates the paper with ink. Do not use:
  - (i) old ribbons
  - (ii) laser printers which do not make an impression into the paper
  - (iii) the "reverse printing technique"
  - (iv) correctable type ribbons.

## B. Printing of blank cheques

Blank cheques should only be printed by the Bank itself or a printer licensed by the Automatic Clearing Bureau. These printers know the recommended requirements of banks and should only use approved:

- (i) security paper (CBS1 or superior)
- (ii) security designs
- (iii) special security inks compatible with the security paper/design
- (iv) methods which make it difficult for anyone to make a supply of blank cheques by photocopying the originals.

## ANNEXURE A – SAIA RECOMMENDED CHEQUE



## ANNEXURE B – SAIA RECOMMENDED CHEQUE

Warning to be printed on bottom left front of cheque – leave enough space for bank stamps etc.

### WARNING

To person encashing this cheque or receiving it in exchange for any consideration.

Where a cheque has been stolen from or lost by the true owner, you may be liable to reimburse him for his loss if you encash such cheque or receive it in exchange for any consideration. (Section 81 of the Bills of Exchange Act, 1964).

**NB** This cheque is crossed and marked "not negotiable" and "not transferable"

# FIDELITY

## DEFINED EVENTS

1. Loss of money and/or other 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 losswhichever 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 his name in the schedule or, if he is unnamed, the sum insured stated opposite the position held by him 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 12-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

- (a) any person while employed under a contract of service with or apprenticeship to the Insured;
- (b) 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 his 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 him 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
  - (i) manipulation of
  - (ii) input into
  - (iii) suppression of input into
  - (iv) destruction of
  - (v) alteration ofany computer program, 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 his 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 coinsurance in terms of item (b) of the compulsory first amount payable clause.

## CLAUSES AND EXTENSIONS

### Accountants

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

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 – 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 shorter period 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 (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 shorter period 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

- (a) a money policy;
- (b) a policy declared to the Company at inception or renewal or at the time a claim is submitted;
- (c) a fidelity pension fund policy which is not in excess of this section;
- (d) 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:

- (a) 2% of the aggregate of the sum insured under this section and the declared insurance or R60 000 whichever is the lesser plus
- (b) a further amount of 10% of the nett amount payable after deduction of the amount specified in (a) above.

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

## Computer losses first amount payable

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

- (i) manipulation of
- (ii) input into
- (iii) suppression of input into
- (iv) destruction of
- (v) alteration of

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

## 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	
<b>Compulsory</b> Paragraph (a) Paragraph (b)	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
	From 2% to 4% From 10% to 15%	From 2% to 5% From 10% to 20%
<b>Computer losses</b>	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 (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 (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:

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

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

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 (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 coinsurance in terms of item (b) the compulsory first amount payable clause.

### Computer losses (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:

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

# GOODS IN TRANSIT

## 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:

- (i) 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;
- (ii) 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

The Company's liability 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 of 20% of the sum insured or R10 000 whichever is the lower. In addition, the Company will pay the amount stated in the schedule.

# LIMITED 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, Swaziland, 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.

# SPECIFIC EXTENSIONS

## 1. Fire extinguishing charges

If the property described in the schedule is lost or damaged by fire whilst in 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 (if stated in the shedule 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:

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

# ALL RISKS

## DEFINED EVENTS

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

1. the liability of the Company for any item shall not exceed the sum insured which is stated in respect of such item in the schedule;
2. 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.

## 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) its 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. loss of or damage resulting from or caused by theft of clothing from any clothes-lines on the premises of the Insured;
7. loss or damage resulting from or caused by any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud;
8. loss of precious or semi-precious stones
  - (a) due to faulty settings and/or the malfunctioning of claws and/or other mountings;
  - (b) caused by the deterioration or normal wear and tear of claws and/or other mountings.

9. damage to glass, glassware or other articles of a brittle nature (other than jewellery, cameras and fixed glass forming part of television receivers) due to cracking, scratching or breakage unless caused by theft (or any attempt thereat) or fire;
10. loss or damage for which provision is made in any guarantee or service contract or in any purchase or hire or hire purchase or financing agreement or any other agreement of whatever nature regarding the insured property or any part thereof;
11. consequential or indirect loss or damage of any kind or description whatsoever;
12. loss of or damage to the following property:
  - (i) any property, irrespective of whether it will be processed or not, which was obtained with the sole purpose of such property later being disposed of in a business transaction.
  - (ii) manuscripts, securities, rare books, medals and coins of any kind (including inter alia coin collections).
  - (iii) vehicles of any kind (including inter alia self-propelled gardening implements normally being controlled by a driver but excluding pedal cycles which are not mechanically or electrically driven/assisted) and any part (including inter alia any spare wheel, tool, spare part and accessory) of such vehicles whilst in or on or attached to such vehicles.
  - (iv) vessels or watercraft of any kind (including inter alia canoes) and any part (including inter alia any tool, sparepart, accessory and outboard motor) thereof.
  - (v) aircraft and other aerial devices of any kind and any part (including inter alia any tool, spare part and accessory) thereof.
  - (vi) animals.

## SPECIFIC CONDITIONS

### Average

If the total value of 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 of the schedule covering such property shall be separately subject to this condition.

### Pair or sets

Where the insured property consists of articles of a pair or set, the Company shall not be liable for more than the value of any particular part or parts which may be lost or damaged nor for more than the proportionate part of the pair or set, without reference to any special value which such article or articles may have as part of such pair or set.

### Replacement value condition (if stated in the schedule to be included)

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

## Increase in cost of working

The Company will pay up to the amount stated in the schedule or 25% of the sum insured whichever the higher for 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 therefore is admitted under this section, for the purpose of maintaining the normal operation of the business.

## Riot and strike (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

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

provided that this extension does not cover

- (a) loss or damage occurring in the Republic of South Africa or 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

The Company agrees not to sell or dispose of any property which is the subject of a claim without giving the Insured the option to repurchase it at the greater of its fair intrinsic or market value but this clause does not give the Insured the right to abandon property to the Company.



# DEFINITIONS

The following headings, if stated in the schedule, shall be defined as follows:

## 1. Clothing and personal effects (if stated in the schedule to be included)

clothing, spectacles, contact lenses, hearing aids, pens, pencils, cosmetics and their cases, cigarette cases and lighters, jewels and jewellery, personal ornaments, watches, furs, articles of gold or silver and other articles similar to the aforementioned that are usually carried by or on a person, electric and other razors, umbrellas, handbags, cases, pocket calculators, pocket computer devices such as electronic diaries, portable projectors and other portable photographic equipment, portable radios and portable tape decks or compact disc players, binoculars, firearms, sports equipment as well as trunks, suitcases and other containers in which the property is kept whilst travelling; baby equipment such as prams and children's car seats.

Provided always that the liability of the Company under this item shall not exceed R1 000 or 20% of the sum insured which is stated in the schedule (whichever is the greater) in respect of any one insured article, pair or set and shall in the aggregate not exceed the sum insured which is stated in respect of such item in the schedule.

## 2. Personal documents, coin and/or stamp collection (if stated in the schedule to be included)

- (i) personal deeds, wills, agreements, maps, plans, records, books, letters, certificates and any other personal documents, but excluding share certificates and any other negotiable documents.

Provided always that:

- (a) the Company shall not be liable under this item for the value to the Insured of the information contained in such personal documents but only for the value of the materials and the amounts expended on labour of such personal documents;
- (b) the liability of the Company under this item shall not exceed the sum insured which is stated in respect of this item in the schedule.

- (ii) any coin and/or stamp collection.

Provided always that:

the value of a single coin or a single stamp and the value of a single set of coins or a single set of stamps shall not exceed the value indicated in the current relevant catalogue or price list.

# ACCIDENTAL DAMAGE

## 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 or in terms of the power surge extension under the Property Damage section.

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

- a. 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;
- b. 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;
- c. detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process;
- d. 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;
- e. loss of or damage to insured property caused by
  - i. any fraudulent scheme, trick, device or false pretence practised 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;
  - ii. overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;
  - iii. breakdown, electrical, electronic and/or mechanical derangement;
  - iv. altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
  - v. 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;
  - vi. denting, chipping, scratching or cracking not affecting the operation of the item;

- vii. termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;
- f. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
- g.
  - i. loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
  - ii. loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
- h. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
- i. 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

- a. current coinage (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, 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;
- b. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
- c. property in transit by air, inland waterway or sea;
- d. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers;
- e. standing or felled trees, crops, animals, lands (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;
- f. electronic data-processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
- g. property in the course of construction, erection or dismantling including materials or supplies related thereto;
- h. property in the possession of customers under lease, rental, credit or suspension sale agreements;
- i. 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.

## CLAUSES AND EXTENSIONS

### Limited cover

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.

### Additional costs

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

- a. 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
  - i. anything for which notice had been served on the Insured prior to the insured event;
  - ii. anything connected with undamaged property or undamaged portions of property;
  - iii. rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property;
- b. fees for the examination of municipal or other plans;
- c. costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
- d. the professional fees of architects, quantity surveyors and other consultants;

and the sum insured on all insured property includes

- e. charges levied by any authorised fire brigade for their services

but the Company shall not be liable under (a), (b) or (d) unless the lost or damaged property is replaced or reinstated without undue delay nor under (d) for any expenses in connection with the preparation of the Insured's claim.

Further, the Company shall not be liable under (c) for any costs or expenses

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

## Mortgagee

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

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

The Insured shall not be prejudiced by the act of any tenant in premises they own or in which they are a cotenant or of the owner of any premises of which they are a tenant, provided that the Company is notified as soon as they become aware of such act and they pay 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 their 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 despatch 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 their 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 fail 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 are 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 aforesaid sums shall bear to the total value not exceeding in all the total sum insured by each item.

# LIABILITY (CLAIMS MADE BASIS)

## DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon Injury or 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 Costs and Expenses, for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed the Limit of Indemnity stated in the Schedule.

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one extension of this Section, each extension shall apply separately and be subject to its own separate Limit of Indemnity provided always that the total amount of the Company's liability shall be limited to the highest Limit of Indemnity available under any one of the Extensions affording indemnity for the claim or series of claims.

Where more than one Period of Insurance of this Policy, following its renewal or replacement may apply to an originating cause or source, the Insurers' liability will be limited to the maximum Limit of Indemnity for any one such Period of Insurance.

## TERRITORIAL LIMITS

Anywhere in the world but not in connection with

- (i) any business carried on by the Insured at or from premises outside  
or
- (ii) any contract for the performance of work outside

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

## SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured in respect of:

### 1. Employees

liability consequent upon Injury to any Employee arising from and in the course of employment by the Insured.

### 2. Property

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 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.
- (b) that part of any property on which the Insured is or has been working if such Damage results directly from such work.

### 3. Professional advice, vehicles, aircraft, products etc.

liability consequent upon Injury or Damage

(a) Professional advice or treatment

caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the Insured.

(b) Vehicles, watercraft, locomotives

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-motorized watercraft not exceeding 6 metres in length and used only on inland waterways), 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) Aircraft

caused by or through or in connection with

- (i) the refueling or defueling 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) Products

caused by or through or in connection with any Product other than food and drink provided for consumption on the premises of the Insured.

### 4. Vibration and removal of support

more than R20 000 for Damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

### 5. Pollution

- (a) liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by Pollution, provided always that this exception shall not apply where such Pollution is caused by a sudden, unintended and unforeseen occurrence;
- (b) the cost of removing, nullifying or cleaning up substances resulting from Pollution unless the Pollution 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.

## 6. Fines, penalties etc.

fines, penalties, punitive, exemplary or vindictive damages.

## 7. USA and Canada judgements, awards or settlements

damages in respect of judgements, award or settlement made within the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part). For the purpose of this specific exception "Damages" shall be deemed to include costs and expenses of litigation recovered by any claimant from the Insured.

## 8. Events known to the Insured

any claim arising from an event known to the Insured

(a) which is not reported to the Insurer in terms of General Condition 6

(b) prior to inception of this section or inception of any extension under this section.

## 9. First amount payable

first amount payable. 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 originating cause or source. The provisions of this clause shall apply to claims arising from Damage or Injury and shall apply to Costs and Expenses.

## 10. Deliberate or intentional acts

liability consequent upon Injury or Damage arising out of the deliberate, conscious and intentional disregard by the Insured's management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.

## 11. Unlawful competition

any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.

# 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 CONDITIONS

## 1. Claims first made in writing against the insured

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. Reporting of events after cancellation or non-renewal of policy

In the event of cancellation or non-renewal of the policy, the Insured may report an event in terms of General condition 6 to the Company within 30 days after expiry of the Period of Insurance provided such event occurred during the Period of insurance.

## 3. Series of claims from one originating clause

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 originating 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.

## 4. 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

## 1. Extended reporting option

At the option of the Insured and subject to 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:

- (a) this option may only be exercised in the event of the Company cancelling or refusing to renew this section;
- (b) this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
- (c) once exercised, the option cannot be cancelled by either the Insured or the Company;

- (d) the Insured has not obtained insurance equal in scope and cover to this section as expiring;
- (e) 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;
- (f) 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;
- (g) 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.

## 2. Additional insured

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

- (a) in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
- (b) 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;
- (c) to the extent required by the conditions of any contract 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;
- (d) 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,
  - (i) any officer or member thereof;
  - (ii) any visiting sports team or member thereof

Provided that:

- (1) the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;
- (2) any person or organisation to which this extension applies is not entitled to indemnity under any other policy;
- (3) the indemnity under (a), (b) and (c) 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.

## 3. 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.

#### **4. Tool 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.

#### **5. Transnet and other government departments**

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

- (a) 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;
- (b) against liability arising from loss of or damage to property belonging to Transnet while in the Insured's custody or control;
- (c) 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.

#### **6. 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:

- (i) 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;
- (ii) as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

#### **7. 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.

#### **8. 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.

#### **9. Products liability (if stated in the Schedule to be 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 any Product (including wrongful delivery and delivery of incorrect Products).

The amount payable under this extension, inclusive of any Costs and Expenses, for any claim or number of claims for any one event or series of events with one originating 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:

- (i) for the cost of repair, alteration, recall, reconditioning or replacement of the Product or part thereof (including containers and labels) causing Injury or Damage and/or the loss of use of any Product or part thereof;  

For the purposes of this additional specific exception the term "replacement" shall be deemed to include any credit or refund granted or alternative Product provided by or on behalf of the Insured in lieu of replacement of the defective Product.
- (ii) for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the Product and any other property essential to such repair, alteration or replacement unless physically damaged by the Product;
- (iii) arising from the failure of any Product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed but this exception shall not apply to consequent Injury or Damage;
- (iv) arising from Products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
- (v) in respect of Injury or Damage happening in the United States of America or Canada caused by or through or in connection with any Products sold or supplied by or to the order of the Insured, if such Products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on behalf of the Insured;
- (vi) for any defect in any Product or any part thereof of which the Insured was aware prior to the inception of this extension.

### **10. Statutory legal defence costs (if stated in the Schedule to be included)**

If the Insured so requests, the Company will indemnify the Insured or 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 the Insured or any employee, partner or director of the Insured with the consent of the company in the defence of any prosecution of the Insured or any employee, partner or director of the Insured arising from an alleged contravention of any statute in the course of the Business during the period of insurance.

Provided that:

- (i) 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;
- (ii) the Company shall not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon;
- (iii) 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;
- (iv) if the prosecution arises from or in connection with any Product, the Company will only indemnify the Insured or any employee, partner or director of the Insured if the extension for Products Liability is stated in the Schedule to be included.

## 11. Wrongful arrest and defamation (if stated in the Schedule to be included)

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 defamatory statements whether written or verbal;

provided always that the Limits of Indemnity shall not exceed the amount stated in the Schedule.

## 12. Gratuitous advice

Notwithstanding anything to the contrary contained in Specific exception 3(a) the Company will indemnify the Insured in respect of Defined Events caused by the unintentional failure of the Insured to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party.

Provided that this section does not cover liability:

- (i) arising out of the insolvency of the Insured;
- (ii) arising out of financial services and/or cost estimates provided by or on behalf of the Insured;
- (iii) arising out of defamation;
- (iv) arising out of design, formula, supervision, treatment or advice given by or on behalf of the Insured in exchange for a fee;
- (v) arising out of technical information or advice given in connection with a Product unless the extension for Products Liability is included in the Schedule.

If at the time of any event giving rise to a claim under this extension, indemnity is also provided under any other insurance, this extension 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.

## 13. 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 Retroactive Date in respect of such new company shall be deemed to be the date when a newly formed and/or acquired company first purchased liability insurance of the type hereby insured on a "Claims Made" basis, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the Retroactive Date shall be the date of such acquisition;
2. the Insured's business activities remain unchanged;
3. the annual turnover of all newly formed and/or acquired companies does not exceed 5% (five percent) of the estimated annual turnover of the Insured as advised to the Company at inception hereof;
4. 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.

## 14. Cleaning or dry cleaning of guests' effects

Notwithstanding Specific 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 or dry cleaning provided that:

- (a) the Company's liability is limited to R10 000 per event and R50 000 in any one (annual) period of insurance;
- (b) the Company shall not be liable for the first R1 000 of any one event.

## 15. Personal legal liability

The Defined Events are extended to include damages which the Insured, in the Insured's personal capacity, shall become legally liable to pay consequent upon Injury or Damage.

## 16. Hunter's liability

Notwithstanding anything to the contrary contained in Specific exception 3(a), this section extends to indemnify the Insured against liability arising out of any hunting activities arranged by the Insured and occurring on the Insured's premises provided that:

- (i) any visitors participating in such hunting activities 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 hunters permit;
- (ii) any visitors not described under (i) above are accompanied by the Insured or an Employee of the Insured;
- (iii) prior to participating in any hunting activity all visitors will sign a document drawn up by a qualified attorney disclaiming the liability of the Insured or any partner or director or employee of the Insured as a result of any hunting activities;
- (iv) the Insured must comply with all laws, by-laws and local, municipal, regional and government regulations applicable to hunting activities.

## 17. Errors and omissions

The Company will indemnify the Insured for damages which the Insured shall become legally liable to pay by way of compensation as a result of a claim or claims first made against the Insured and notified to the Company during the Period of Insurance arising out of any act, advice, error or omission committed, or alleged to have been committed, subsequent to the inception date by or on behalf of the Insured in connection with the Insured's Business as specified in the Schedule provided always that the Limits of Indemnity shall not exceed R1 000 000 per event and in any one (annual) Period of Insurance or the amount stated in the Schedule, whichever is the greater.

For the purposes of this extension, the term "claim or claims" shall mean any:

- (a) writ, summons, application or other legal or arbitral proceedings, cross-claim or counterclaim issued against or served upon the Insured;
- (b) written or verbal demand alleging liability communicated to the Insured under any circumstances and by whatever means.



## Additional specific exceptions (applicable to errors and omissions extension)

This extension does not cover liability for

1.
  - (a) any claims or claims first made against the Insured prior to the inception of this extension;
  - (b) any fact situation or circumstance of which the Insured had become aware prior to the inception of this extension which a reasonable person in the Insured's position would have considered may give rise to a claim or claims under this or similar or like policies;
  - (c) any claim or claims arising from any actual act, error or omission or conduct by or on behalf of the Insured prior to the effective date of this extension;
2. any claim which is based on or is attributable to any failure or omission on the part of the Insured to effect or maintain insurance;
3. any claim arising out of delays in the performance of services or the supply of products;
4. any claim arising out of any form of industrial action, whether such action is taken by the Insured's employees or by others;
5. any claim for the failure to perform to the conditions of any contract;
6. any claim for which cover is provided for elsewhere in this insurance.

### 18. Hole-in-one or full house

The Company will indemnify the Insured up to an amount of R1 000 incurred by the Insured for costs arising in the event of the Insured hitting a hole-in-one in golf or scoring a full-house in bowls, on a recognised golf course or bowling green, affiliated to a provincial union, in terms of the recognised rules of the applicable game provided that:

- (a) the full house must be achieved by the Insured, playing as amateurs, in an official competition, as part of a team of two, three or four, scoring a full house, with all eight or nine bowls to count. The full house must be confirmed in writing by the secretary of the bowling club;
- (b) the hole-in-one must be achieved by the Insured, playing as amateurs, and confirmed in writing by the secretary of the golf club.

### 19. Credit cards, credit vouchers and sim cards (for use in cellphones)

The Company will indemnify the Insured up to an amount of R2 000 incurred by the Insured following the unlawful use by a person, not related to or employed by the Insured, of:

- (a) credit cards or credit vouchers officially issued by a credit institution in the Insured's name, provided that all terms and conditions under which the credit cards and credit vouchers were issued have been complied with;
- (b) SIM cards issued in the name of the Insured.

# LIABILITY (OCCURRENCE BASIS)

## DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon Injury or 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 Costs and Expenses, for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed the Limit of Indemnity stated in the Schedule.

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one extension of this Section, each extension shall apply separately and be subject to its own separate Limit of Indemnity provided always that the total amount of the Company's liability shall be limited to the highest Limit of Indemnity available under any one of the Extensions affording indemnity for the claim or series of claims.

Where more than one Period of Insurance of this Policy, following its renewal or replacement may apply to an originating cause or source, the Insurer's liability will be limited to the maximum Limit of Indemnity for any one such Period of Insurance.

# TERRITORIAL LIMITS

Anywhere in the world but not in connection with:

- (i) any business carried on by the Insured at or from premises outside  
or
- (ii) any contract for the performance of work outside

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

# SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured in respect of:

## 1. Employees

liability consequent upon Injury to any Employee arising from and in the course of employment by the Insured.

## 2. Property

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 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.
- (b) that part of any property on which the Insured is or has been working if such Damage results directly from such work.

### 3. Professional advice, vehicles, aircraft, products etc.

liability consequent upon Injury or Damage

(a) Professional advice or treatment

caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the Insured.

(b) Vehicles, watercraft, locomotives

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-motorized watercraft not exceeding 6 metres in length and used only on inland waterways), 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) Aircraft

caused by or through or in connection with:

- (i) the refuelling or defuelling 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) Products

caused by or through or in connection with any Product other than food and drink provided for consumption on the premises of the Insured.

### 4. Vibration and removal of support

more than R20 000 for Damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

### 5. Pollution

- (a) liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by Pollution, provided always that this exception shall not apply where such Pollution is caused by a sudden, unintended and unforeseen occurrence;
- (b) the cost of removing, nullifying or cleaning up substances resulting from Pollution unless the Pollution 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.

### 6. Fines, penalties etc.

fines, penalties, punitive, exemplary or vindictive damages.

## 7. USA and Canada judgements, awards or settlements

damages in respect of judgements, award or settlement made within the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part). For the purpose of this specific exception "Damages" shall be deemed to include costs and expenses of litigation recovered by any claimant from the Insured.

## 8. First amount payable

the first amount payable. 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 originating cause or source. The provisions of this clause shall apply to claims arising from Damage or Injury and shall apply to Costs and Expenses.

## 9. Deliberate or intentional acts

liability consequent upon Injury or Damage arising out of the deliberate, conscious and intentional disregard by the Insured's management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.

## 10. Unlawful competition

any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.

# 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

## 1. Additional Insured

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

- (a) in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
- (b) 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;
- (c) to the extent required by the conditions of any contract 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;
- (d) 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,
  - (i) any officer or member thereof;
  - (ii) any visiting sports team or member thereof

Provided that:

- (1) the aggregate liability of the Company is not increased beyond the limits of indemnity stated in the Schedule;
- (2) any person or organisation to which this extension applies is not entitled to indemnity under any other policy;
- (3) the indemnity under (a), (b) and (c) 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.

## 2. 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.

## 3. Tool 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.

#### 4. Transnet and other government departments

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

- (a) 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;
- (b) against liability arising from loss of or damage to property belonging to Transnet while in the Insured's custody or control;
- (c) 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.

#### 5. 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:

- (i) 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;
- (ii) as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

#### 6. 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.

#### 7. 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.

#### 8. Products liability (if stated in the Schedule to be 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 any Product (including wrongful delivery and delivery of incorrect Products).

The amount payable under this extension, inclusive of any Costs and Expenses, for any claim or number of claims for any one event or series of events with one originating 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:

- (i) for the cost of repair, alteration, recall or replacement of the Product or part thereof (including containers and labels) causing Injury or Damage and/or the loss of use of any Product or part thereof;  

For the purposes of this additional specific exception the term "replacement" shall be deemed to include any credit or refund granted or alternative Product provided by or on behalf of the Insured in lieu of replacement of the defective Product.
- (ii) for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the Product and any other property essential to such repair, alteration or replacement unless physically damaged by the Product;
- (iii) arising from the failure of any Product or any part thereof to fulfill its intended function or to perform as specified warranted or guaranteed but this exception shall not apply to consequent Injury or Damage;
- (iv) arising from Products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
- (v) 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;
- (vi) for any defect in any Product or any part thereof of which the Insured was aware prior to the inception of this extension.

## 9. Statutory 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 prosecution of such person in the course of his occupation with the Insured arising from an alleged contravention of any statute in the course of the Business during the period of insurance.

Provided that:

- (i) 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;
- (ii) 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;
- (iii) 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;
- (iv) if the prosecution arises from or in connection with any Product, the Company will only indemnify the Insured or any employee, partner or director of the Insured if the extension for Products Liability is stated in the Schedule to be included.

## 10. Wrongful arrest and defamation (if stated in the Schedule to be included)

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 as stated shall not exceed the amount stated in the Schedule.

## 11. Gratuitous advice

Notwithstanding anything to the contrary contained in Specific exception 3(a) the Company will indemnify the Insured in respect of Defined Events caused by the unintentional failure of the Insured to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party.

Provided that this section does not cover liability:

- (i) arising out of the insolvency of the Insured;
- (ii) arising out of financial services and/or cost estimates provided by or on behalf of the Insured;
- (iii) arising out of defamation;
- (iv) arising out of design, formula, supervision, treatment or advice given by or on behalf of the Insured in exchange for a fee;
- (v) arising out of technical information or advice given in connection with a Product unless the extension for Products Liability is included in the Schedule.

If at the time of any event giving rise to a claim under this extension, indemnity is also provided under any other insurance, this extension 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.

## 12. 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% (five percent) 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.

## 13. Cleaning or dry cleaning of guests' effects

Notwithstanding Specific 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 or dry cleaning provided that:

- (a) the Company's liability is limited to R10 000 per event and R50 000 in any one (annual) period of insurance.
- (b) the Company shall not be liable for the first R1 000 of any one event.

## 14. Personal legal liability

The Defined Events are extended to include damages which the Insured, in the Insured's personal capacity, shall become legally liable to pay consequent upon Injury or Damage.

## 15. Hunter's liability

Notwithstanding anything to the contrary contained in Specific exception 3(a), this section extends to indemnify the Insured against liability arising out of any hunting activities arranged by the Insured and occurring on the Insured's premises provided that:

- (i) any visitors participating in such hunting activities 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 hunters permit;
- (ii) any visitors not described under (i) above are accompanied by the Insured or an employee of the Insured;
- (iii) prior to participating in any hunting activity all visitors will sign a document drawn up by a qualified attorney disclaiming the liability of the Insured or any partner or director or employee of the Insured as a result of any hunting activities;
- (iv) the Insured must comply with all laws, by-laws and local, municipal, regional and government regulations applicable to hunting activities.

## 16. Errors and omissions

The Company will indemnify the Insured for damages which the Insured shall become legally liable to pay by way of compensation as a result of a claim or claims first made against the Insured and notified to the Company during the Period of Insurance arising out of any act, advice, error or omission committed, or alleged to have been committed, subsequent to the inception date by or on behalf of the Insured in connection with the Insured's Business as specified in the Schedule provided always that the Limits of Indemnity shall not exceed R1 000 000 per event and in any one (annual) Period of Insurance or the amount stated in the Schedule, whichever is the greater.

For the purposes of this extension, the term "claim or claims" shall mean any:

- (a) writ, summons, application or other legal or arbitral proceedings, cross-claim or counterclaim issued against or served upon the Insured;
- (b) written or verbal demand alleging liability communicated to the Insured under any circumstances and by whatever means.

### **Additional specific exceptions (applicable to errors and omissions extension)**

This extension does not cover liability for

- 1.
  - (a) any claims or claims first made against the Insured prior to the inception of this extension;
  - (b) any fact situation or circumstance of which the Insured had become aware prior to the inception of this extension which a reasonable person in the Insured's position would have considered may give rise to a claim or claims under this or similar or like policies;
  - (c) any claim or claims arising from any actual act, error or omission or conduct by or on behalf of the Insured prior to the effective date of this extension;
- 2. any claim which is based on or is attributable to any failure or omission on the part of the Insured to effect or maintain insurance;
- 3. any claim arising out of delays in the performance of services or the supply of products;
- 4. any claim arising out of any form of industrial action, whether such action is taken by the Insured's employees or by others;

5. any claim for the failure to perform to the conditions of any contract;
6. any claim for which cover is provided for elsewhere in this insurance.

## 17. Hole-in-one or full house

The Company will indemnify the Insured up to an amount of R1 000 incurred by the Insured for costs arising in the event of the Insured hitting a hole-in-one in golf or scoring a full-house in bowls, on a recognised golf course or bowling green, affiliated to a provincial union, in terms of the recognised rules of the applicable game provided that:

- (a) the full house must be achieved by the Insured, playing as amateurs, in an official competition, as part of a team of two, three or four, scoring a full house, with all eight or nine bowls to count. The full house must be confirmed in writing by the secretary of the bowling club;
- (b) the hole-in-one must be achieved by the Insured, playing as amateurs, and confirmed in writing by the secretary of the golf club.

## 18. Credit cards, credit vouchers and sim cards (for use in cellphones)

The Company will indemnify the Insured up to an amount of R2 000 incurred by the Insured following the unlawful use by a person, not related to or employed by the Insured, of:

- (a) credit cards or credit vouchers officially issued by a credit institution in the Insured's name, provided that all terms and conditions under which the credit cards and credit vouchers were issued have been complied with;
- (b) SIM cards issued in the name of the Insured.

# EMPLOYERS' LIABILITY

## 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 and 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 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

(i) any business carried on by the Insured at or from premises outside

or

(ii) any contract for the performance of work outside

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

## SPECIFIC EXCEPTIONS

This section does not cover

(a) 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

(b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event

(c) fines, penalties, punitive, exemplary or vindictive damages

(d) (i) 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 Swaziland

(ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred and recoverable in the area described in (d)(i) above

(e) any claim arising from an event known to the Insured

(i) which is not reported to the Company in terms of General condition 6

(ii) prior to inception of this section

- (f) 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 that
    - (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 6or
  - (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 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

- (a) this option may only be exercised in the event of the Company cancelling or refusing to renew this section
- (b) this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal
- (c) once exercised, the option cannot be cancelled by either the Insured or the Company
- (d) the Insured has not obtained insurance equal in scope and cover to this section as expiring
- (e) 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

- (f) claims first made against the Insured or any reported events 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
- (g) 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
- (h) 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 (a) 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

- (a) 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
- (b) 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
- (c) 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".

# STATED BENEFITS

## 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

<b>Permanent disability</b> shall mean	<b>Percentage of compensation</b>
(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 disability 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
	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

- (i) Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions.
- (ii) Permanent total loss of use of part of the body shall be treated as loss of such part.
- (iii) 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 expenses** shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

**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-second part of annual earnings.



# 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 expenses;
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 70 years of age;
4. any compensation payable by the Company for any period of temporary total disability or for medical expenses 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 expenses;
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 he 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 his death provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, he 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	50
100% surface area disfigurement	The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement
less than 100% surface area disfigurement	
(ii) remaining parts of the body other than the face and neck	25
100% surface area disfigurement	The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.
less than 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 for:

- (a) a self propelled wheelchair and/or
- (b) the modification of the controls to the insured person's motor vehicle and (if necessary) the fitting of wheelchair loading equipment and/or
- (c) alterations to such person's residence to facilitate the use of such wheelchair

in addition to the compensation payable for permanent disability and subject always to a limit of compensation of R10 000.

### 6. Repatriation (Only applicable if the death benefit is insured)

The Company will pay in addition to the capital sum 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 R5 000.

### 7. Additional death benefit (Only applicable if the death benefit is insured)

The Company will pay an amount of R3 000 in addition to the compensation for death in the event of the accidental death of such person.

# SPECIFIC EXCEPTIONS

The Company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person:

- (a) 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;
- (b) by his suicide or intentional self injury;
- (c) caused solely by an existing physical defect or other infirmity of such person;
- (d) 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);
- (e) as a result of his participation in any riot or civil commotion;
- (f) 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;
- (g) while he is, or as a result of his, engaging in:
  - (i) motorcycling (whether as a driver or passenger) other than on the business of the Insured
  - (ii) racing of any kind involving the use of any power-driven
    - (a) vehicle
    - (b) vessel
    - (c) craft
  - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeple chasing, professional football or hang-gliding.

# GROUP PERSONAL ACCIDENT

## 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

<b>Permanent disability</b> shall mean	<b>Percentage of compensation</b>
(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 disability 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
	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

- (i) Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions.
- (ii) Permanent total loss of use of part of the body shall be considered loss of such part.
- (iii) 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 expenses** shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

## 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 expenses;
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 he 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 his death provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, he 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:

### Percentage of compensation

(n) permanent disfigurement resulting from accidental external burns to the combined surface area of the

(i) face and neck

50

	100% surface area disfigurement 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	25
	100% surface area disfigurement 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 disability and as a direct result of that disability such person is permanently dependent on a wheelchair for mobility the Company will pay for

- (a) a mechanically propelled wheelchair; and/or
- (b) the modification of the controls to the insured person's motor vehicle and (if necessary) the fitting of wheelchair loading equipment and/or
- (c) alterations to such person's residence to facilitate the use of such wheelchair

in addition to the compensation payable for permanent disability and subject always to a limit of compensation of R10 000.

#### 6. Repatriation (only applicable if the death benefit is insured)

The Company will pay in addition to the capital sum 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 R5 000.

#### 7. Additional death benefit (only applicable if the death benefit is insured)

The Company will pay an amount of R3 000 in addition to the compensation for death in the event of the accidental death of such person.

## SPECIFIC EXCEPTIONS

The Company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person

- (a) 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;
- (b) by his suicide or intentional self injury;

- (c) caused solely by an existing physical defect or other infirmity of such person;
- (d) 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);
- (e) as a result of his participation in any riot or civil commotion;
- (f) 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;
- (g) while he is, or as a result of his, engaging in
  - (i) motorcycling (whether as a driver or passenger) other than on the business of the Insured
  - (ii) racing of any kind involving the use of any power-driven
    - (a) vehicle
    - (b) vessel
    - (c) craft
  - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.



# MOTOR

## 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 R5 000, 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, Swaziland, Zimbabwe, Malawi and 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. If an individual over the age of 55 years is the registered owner of a private vehicle, indicated on the schedule as a category "A" vehicle, and is also the driver of the insured vehicle at the time of an occurrence which gives rise to a claim in terms of this section, no excess will be applicable.

For the purpose of this clause the term "individual" shall be deemed to include directors, trustees or members if the registered owner of the vehicle is a company, a trust or a close corporation.

This concession does not apply in respect of:

- (i) any other person (except the individual's spouse);
  - (ii) any claim for windscreen, side or rear window
5. the Company shall not be liable for more than the amount stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tapeplayers and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.

# EXCEPTIONS TO SUB-SECTION A

The Company shall not be liable to pay for:

- (a) 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;
- (b) damage to tyres by application of brakes or by road punctures, cuts or bursts;
- (c) damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
- (d) 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 subsection, 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 (a) or (b) 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

- (a) 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;
- (b) 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 (b), (c), (d) or (e) 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 500kg);
- (c) 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 EXPENSES

### DEFINED EVENTS

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 expenses incurred as a result of such injury up to R5 000 per injured occupant but not exceeding R20 000 in 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 includes 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**

1. Any private type motor car or motorised caravan
2. Any other type of insured vehicle other than a bus or taxi

#### **Specified part of vehicle in which the under injury must occur**

- Anywhere inside the vehicle
- 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 (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) commercial vehicles and special type vehicles as described in the Schedule;
- (c) motor cycles (including motor scooters and 3-wheeled vehicles);
- (d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver);
- (e) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto;

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 Company'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.

# NO CLAIM REBATE PROVISIONS (applicable to specified vehicle basis)

In the event of no claim being made or arising under this policy during a period of insurance specified below immediately preceding the renewal of this policy, the renewal premium for the insurance of the vehicles will be based on the relevant Claim-Free Group or subject to the No Claim Discount as follows:

### DEFINITION (a)

Period of insurance	Claim-Free Group
the preceding year	1
the preceding two consecutive years	2
the preceding three consecutive years	3
the preceding four consecutive years	4
the preceding five or more consecutive years.	5

Otherwise than above, Claim-Free Group 0 applies.

If one or more claims are made or arise under this policy during a period of insurance for which the premium is based on Claim-Free Group 4 or 5, then the next renewal premium will be based on Claim Free Group 2 or 3 respectively and for subsequent renewals as follows:

(i) CLAIM-FREE GROUP 4

Period of insurance during which no claim is made or arises	Claim-Free Group
the preceding year	3
the preceding two consecutive years	4
the preceding three consecutive years	5
the preceding four consecutive years	6

(ii) CLAIM-FREE GROUP 5

Period of insurance during which no claim is made or arises	Claim-Free Group
the preceding year	4
the preceding two consecutive years	5

Otherwise than above, Claim-Free Group 0 applies.

**DEFINITIONS (b) and (e)**

Period of insurance	No Claim Discount
the preceding year	15%
the preceding two consecutive years	20%
the preceding three consecutive years	30%
the preceding four consecutive years	40%

Otherwise than above no discount applies.

**DEFINITIONS (c) and (d)**

Period of insurance	No Claim Discount
the preceding year	15%
the preceding two consecutive years	20%
the preceding three consecutive years	30%
the preceding four consecutive years	35%

Otherwise than above no discount applies.

Should the Company consent to a transfer of interest in this policy, the period during which the interest was in the transfer or shall not accrue to the benefit of the transferee.

If more than one vehicle is described in the schedule to this policy, the Claim-Free Group/No Claim Discount shall be applied as if a separate policy had been issued in respect of each such vehicle.

## EXTENSIONS

### 1. Contingent liability

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 (b) 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;
- (vi) the limit of indemnity for any one occurrence shall not exceed R2 500 000 or the amount stated in the schedule, whichever is the higher.

## 2. Passenger liability (if stated in the schedule to be included)

Exception (b) to sub-section B shall not apply to vehicles described in definition (b), other than special types, or in definitions (c), (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

## 3. Unauthorised passenger liability

The indemnity under sub-section B, notwithstanding exception (b) 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 R2 500 000 or the amount stated in the schedule, whichever is the greater.

## 4. Parking facilities and movement of third party vehicles

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.

The limit of indemnity for any one occurrence shall not exceed R2 500 000 or the amount stated in the schedule, whichever is the higher.

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 (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, 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 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.

## 9. Riot and strike (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:

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

## 10. Loss of keys (if stated in the schedule to be included)

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

- (i) the Company's liability shall not exceed, in respect of any one event, the amount stated in the schedule;
- (ii) 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.

## 11. Fire extinguishing charges

Any costs (not exceeding R5 000) 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.

## 12. Wreckage removal extension

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, R2 500 or the limit stated in the schedule to apply to this extension, whichever is the greater.

## 13. Credit shortfall (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 instalment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

- (a) any arrears instalments 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 instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- (d) the first amount payable under sub-section A

provided always that:

- (a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-section A;



- (b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment;
- (c) 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.

#### **14. Replacement of insured motor vehicles (private type motor vehicles and light delivery vehicles only)**

In the event of the private type motor car or light delivery vehicle, as stated in the schedule, being damaged, and in the Company's opinion cannot be repaired economically, or stolen and not recovered within a reasonable time the Company will replace such vehicle with a similar new vehicle, subject to the availability thereof and provided that:

- (a) the loss or damage occurs within 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.

#### **15. Tow-in cost and safeguarding after mechanical breakdown**

Sub-section A is extended to include towing and safeguarding costs not exceeding an amount of R2 500 incurred following mechanical or electrical breakdown of a private type motor car and/or light delivery vehicle insured in terms of this section and stated in the schedule. This cover is limited to a single event during any period of 12 consecutive calendar months.

#### **16. Emergency accommodation**

Sub-section A is extended to include the actual and necessary cost of emergency accommodation for the driver and passengers in the event of a private type motor car and/or light delivery vehicle insured in terms of this section of the policy and stated in the schedule, being damaged by an insured peril. The cover is limited to R500 per person but not exceeding R3 000 in the aggregate per event.

#### **17. Passenger liability employees (if stated in the schedule to be included)**

The Company will indemnify the Insured in terms of Sub-section B for death of or bodily injury to an employee being carried in or upon, entering or getting on to or alighting from any vehicle insured in terms of this section as described in definition of vehicle (b) and (e).

Provided that:

- (i) the occurrence took place outside the work context.
- (ii) the vehicle is fitted with railings on all sides of the load area.
- (iii) the Company's liability is limited to R500 000 per occurrence.

#### **18. Rent of vehicle (if stated in the schedule to be included)**

In the event of a private type motor car or light delivery vehicle:

- (a) being unusable or being repaired due to loss or damage covered by this section;
- (b) being damaged and in the opinion of the Company cannot be repaired economically or stolen and not recovered within a reasonable period.

the Company will supply the Insured with a vehicle of the Company's choice provided that:

- (a) the Company has received the duly completed claim form in respect of the loss or damage;
- (b) the vehicle will be supplied until such time as the insured vehicle is:
  - (i) repaired satisfactorily if such vehicle can be repaired economically;
  - (ii) replaced by a new vehicle or the date of payment in the event of a cash settlement;
  - (iii) recovered plus, if applicable, any time required for the repair of the vehicle after recovery in the event of theftwhichever occurs first
- (c) the vehicle will be supplied for a maximum period of 30 days;
- (d) loss or damage falling within the applicable excess is not covered in terms of this extension.

## 19. Automatic additions

The Company will insure any additional vehicle purchased, leased or hired for up to:

- 1. R300,000 or
- 2. the vehicle's market value or
- 3. the purchase price of the vehicle

whichever the lesser.

The Insured must:

- 1. notify the Company within 14 days of the date of the purchase, lease, hire or sale and
- 2. pay any additional premium requested by the Company.

## 20. Motor accident benefit to employees (if stated in the schedule to be included)

If an occupant in any insured vehicle pass away, in direct connection with such vehicle, the Company will pay to the Insured, on behalf of such person or his estate, R60 000 per occupant but not exceeding R1 000 000 in total for all occupants for any one event or series of events.

Provided that:

- (i) such occupant is also a full-time employee of the Insured;
- (ii) such occupant is not entitled to any other compensation in terms of this policy
- (iii) death occurs within 90 days of such event.

# 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 licensed 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.

## 4. Optional limitations

**Third party only limitation (if stated in the schedule to be applicable)**

Sub-sections A and C and the no-claim rebate provisions are cancelled.

**Third party, 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 or explosion or by theft or any attempt thereat. Further, sub-section C and the no claim rebate provisions are cancelled.

# 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 otherwise than in accordance with the description of use clause;
  - (b) incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi, but the insurers 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.

## 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.

# MACHINERY BREAKDOWN

## DEFINED EVENTS

Unforeseen and sudden fortuitous physical damage to the insured property (or any part thereof) whilst on the premises from any cause not specifically excluded whilst at work or at rest or being dismantled for the purpose of cleaning, inspection, repair, overhaul or removal to another position within the premises or in the course of these operations and subsequent re-erection by, but not restricted to,

defects in casting, defects in material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit or from any other cause not specifically excluded in terms of any exception that is applicable to this policy as a whole or this section in particular that necessitates repair or replacement of the insured property.

Provided always that this insurance shall only apply to the insured property after successful completion of their performance acceptance tests whether they are at work or rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

## SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. the first amount payable to be borne by the Insured in any one occurrence stated in the schedule. If more than one item is lost or damaged in one occurrence the Insured shall not be called upon to bear more than the highest single first amount payable applicable to such items;
2. loss of or damage to exchangeable tools (for example but not restricted to dies, moulds, engraved cylinders), parts that by their use and/or nature suffer a high rate of wear and depreciation (for example, but not restricted to, refractory linings, crushing hammers), objects made of glass, belts, ropes, wires, rubber tyres, and operating media (for example but not restricted to lubricants, fuels, catalysts);
3. loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft or attempts thereat, collapse of buildings, wind, storm, water, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
4. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;
5. loss or damage caused by any faults or defects within the knowledge of the Insured or his representatives existing at the time of commencement of this section, whether such faults or defects were known to the Company or not;
6. loss or damage as a direct consequence of the continual influence of operation (for example but not restricted to wear and tear, cavitation, erosion, corrosion, rust, boiler scale);
7. consequential loss or liability of any kind or description;
8. damage resulting from the misapplication of tools or from experiment, overhauls or tests requiring the imposition of abnormal conditions.

# BASIS OF INDEMNITY

## 1. Partial loss

Where damage to the insured property can be repaired the Company will pay the expenses necessarily incurred to restore the damaged insured property to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent that such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured the Company shall pay the costs of materials and wages incurred for the purposes of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of the parts replaced, but the value of any salvage shall be taken into account if the cost of repairs equals or exceeds the actual value of the insured property immediately before the occurrence of the damage, the property shall be regarded as destroyed and settlement shall be made on the basis provided for in (2) below.

## 2. Total loss

- (a) If equipment not exceeding 3 years from date of manufacture is totally damaged the basis of calculating the amount payable shall be the cost of replacing or reinstating the equipment with equipment of the same kind or type but not superior to or more extensive than the insured equipment when new including freight and erection costs customs duties and the cost of removing the destroyed equipment less the value of the remains subject to provisos (a), (b) and (c).
- (b) If equipment exceeding 3 years from date of manufacture is totally damaged the basis of calculating the amount payable shall be the cost of replacement at market value and the cost of removing the destroyed equipment less the value of any salvage subject to provisos (a), (b), (c), (d) and (e).

The insured item shall be regarded as totally damaged if the repair costs (as defined under partial loss) equal or exceed the value as defined in 2 (b) above immediately before the insured event.

Provided that:

- (a) the cost of any alterations, additions, improvements or overhauls carried out at the time of repair shall not be recoverable;
- (b) the cost of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total cost of repairs;
- (c) the Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be;
- (d) the work of replacement or reinstatement (which may be carried out at other premises 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 despatch otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made
- (e) in either event (1) or (2) the amount claimable shall not exceed the amount specified in the Machinery Insurance schedule.

# SUM INSURED AND AVERAGE

It is a requirement of this section that the sum insured is equal to the cost of replacement of the insured property by new property of the same kind and capacity, which means its cost of replacement including freight, dues and customs duties, if any, and cost of erection. If the sum insured is less than the amount required to be insured, the Company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item (if more than one) shall be separately subject to the foregoing stipulation.

## DEFINITIONS

For the purposes of this section the following expressions mean:

**“Insured property”** – the property described in the schedule of this section under the heading “description of insured property”

**“premises”** – the premises, the situation of which is stated in the schedule of this section.

## CLAUSES AND EXTENSIONS

### 1. Overtime, night work, work on public holidays and express freight

The insurance under this section covers extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided that such extra charges are incurred in connection with damage to the insured property recoverable under this section.

Provided further that the amount payable in respect of this extensions shall not exceed the sum insured set opposite the applicable item and not exceeding in all the total sum insured stated in the schedule of this section.

### 2. Capital additions

This section covers alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to the insured property for an amount not exceeding 20% of the sum insured under the applicable item, it being understood that the Insured undertakes to advise the Company each quarter of such alterations, additions and improvements and pay or agree to pay the additional premium thereon.

## SPECIFIC CONDITIONS

1. The due observance and fulfillment of the terms of this section and of this policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company.
2. In the event of any material alteration in the risk undertaken by the Insured, the Insured shall as soon as possible give notice in writing to the Company. The premium, terms and conditions shall thereupon be subject to adjustment accordingly. Any claim in respect of loss or damage that may arise before such notice is given shall be handled in accordance with the Company’s normal conditions, exceptions and first amount payable for risks of a similar nature, provided the Insured agrees to pay the increased premium that may be required in respect of the altered risk.

3. (a) On the happening of any damage the Insured shall in addition to complying with general condition 6 of this policy
    - (i) take all reasonable steps to minimise the extent of such damage
    - (ii) preserve any damaged or defective parts for inspection by the Company.
  - (b) On notification being given to the Company in terms of general condition 6 of this policy the Insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs of replacements or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time that could be considered adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.
  - (c) The liability of the Company under this section in respect of the insured property shall cease if such insured property is kept in operation after a claim without being repaired to the satisfaction of the Company, or if temporary repairs (other than in terms of 3(b) above) are carried out without the Company's consent.
4. The Insured shall, in addition to complying with general condition 5 of this policy
    - (i) take all reasonable steps to maintain the insured property in efficient working order and to ensure that no part of the insured property is habitually or intentionally overloaded;
    - (ii) fully observe the manufacturer's/agent's instructions for the operation, inspection and maintenance of the insured property and fully observe government regulations, statutory regulations, municipal regulations and all other binding regulations in force concerning the operation and maintenance of the insured property.



# ELECTRONIC EQUIPMENT

## 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

- (a) at work or at rest anywhere within that part of the building occupied by the insured at the insured premises described in the schedule
- (b) in transit including loading and unloading or whilst temporarily stored at any premises en route
- (c) 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 damage 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 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 programs whether recorded on cards, tapes, disks 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

- (a) 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
- (b) contained in a compartment of the motor vehicle and is visible to passers-by

provided that

(a) and (b) above shall not apply to theft of the property insured where the transport vehicle

- (i) has been hijacked or
- (ii) 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 minimize 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

- (A) 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

- (i) 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
- (ii) 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
- (iii) these conditions shall be without force or effect if
  - (a) 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
  - (b) the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site
- (iv) 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.

- (B) 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

- (i) 20% for the first year after the date of purchase

and

- (ii) 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 or damage 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:

(a) **Architects' and other professional fees**

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

(b) **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 15% of the total amount of the claim.

(c) **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

### **Power surge or lightning strikes**

Loss of or damage to the property insured by lightning strike or power surge whether following lightning strike or otherwise is excluded unless the property insured is protected on all conductive services (for example, all electrical distribution boards, power supply plugs, telecommunication lines and data lines) that enter or leave the insured premises as specified by "SABS Code of Practice" for surge protection.

If loss or damage occurs despite the said protection having been installed the Insured shall be responsible for an additional excess of 10% of the gross amount payable for the items damaged by power surge or lightning strike subject to a minimum of R1 000 per occurrence.

### **Protection and alarm warranty**

In respect of any premises stated in the schedule to be subject to this condition, a burglar alarm shall be installed and it is a condition precedent to the liability of the Company, and warranted by the Insured, that

- (a) the said alarm is to be a dual monitoring alarm (for the purposes of this requirement dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- (b) unless specifically stated to the contrary all buildings on the premises are to be protected by the alarm;
- (c) the alarm is set and armed and made fully operative whenever the protected building/s is/are not open for business unless a principal, partner, director or employee of the insured is in the protected building;
- (d) if the company who installed the said alarm system operates an armed reaction unit the contract for the said alarm shall include the armed reaction unit's services where available;
- (e) the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim the Company will be entitled to request full information of the relevant log;

- (f) such alarm shall be maintained in proper working order but the insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;
- (g) loss of or damage to the property following use of the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the insured is not covered unless such keypad code or remote control has been obtained by violence or threat of violence to any person.

## 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

### (i) 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 (ii) of this sub-section
- (b) the intrinsic value (including reinstatement value) of the property insured by sub-section A of this section.
- (c) the additional costs resulting from the hire/lease contract in force at the time of the loss or damage being cancelled and replaced by a new lease/hire contract in respect of similar property at a rental charge rate above that payable under the cancelled contract as a result of an insured event

- (d) the additional costs reasonably incurred by the Insured strictly in the form of the interest payable on a bank loan raised through a recognised banking institution for the sole purpose of avoiding or diminishing the reduction in income normally derived from DP Operations which but for the bank loan would have taken place as a result of loss or damage to the property insured beginning at the time of the occurrence of the loss or damage and ending not later than six months after the time of the occurrence.

**(iii) Reinstatement of data/programs**

Costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs 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 programs as provided for in sub-section A of this section

provided that

- (a) the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs
- (b) in respect of each and every event or series of events arising out of or in connection with one original cause or source indemnifiable by this item, the Insured shall bear the amount stated in the schedule as the first amount payable
- (c) where the Insured elects to insure programs (software), a schedule of such programs 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

1. (Applicable to increased cost of working only) 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 penalties

the Company shall not be liable to indemnify the Insured in respect of fines or penalties 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:

- (a) the Insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within reasonable time, or
- (b) 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 (a) and (b).

## 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 (i) and (ii) 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

- (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.
- (c) 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

## Memorandum 1 – Capital additions and currency fluctuations

The indemnity by this section shall include

- (a) additional equipment or programs 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
- (b) 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.

## Memorandum 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 km 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

- (i) the Insured is not entitled to indemnity as provided for in this extension under any other policy or section of this policy
- (ii) this section shall not be brought into contribution with any other policy or section of this policy bearing a like extension.

## Memorandum 3 – Territorial limits

The Territorial Limits in respect of laptops, note books/palm top computers as well as all other portable computer equipment temporarily located outside of the premises specified in this policy shall be deemed to be worldwide

# 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 contained in the policy, the indemnity by sub-sections A and B of this section shall indemnify the insured for costs incurred in respect of

- (a) modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system
- (b) replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system
- (c) 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 programs;

provided always that

- (1) the costs provided for in (a), (b) and (c) 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 ii) of this section
- (3) the cover afforded hereunder shall be restricted to
  - (i) parts or components of the electronic system which are not indemnifiable under sub-section A hereof
  - (ii) programs or data reinstated not indemnifiable under item (ii) of sub-section B hereof;
- (4) the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% of the applicable total sum insured under sub-section A (the limit of indemnity) and sub-section B (item (ii)) or R25 000, whichever is the lesser.

# MACHINERY BREAKDOWN (BUSINESS INTERRUPTION)

## DEFINED EVENTS

If during the period of insurance any of the machinery and plant used by the Insured at the premises for the purpose of the business be affected by an accident and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with, the Company will (subject to the exceptions and conditions of this section and of this policy) pay to the Insured as indemnity in respect of item 1 mentioned under the heading "Subject matter insured" in the schedule of this section, the amount of the loss resulting from the aforesaid interruption or interference in accordance with the provisions contained in Appendix 1 of this section, provided that

- (a) the machinery and plant shall during the currency of this section be insured against machinery breakdown;
- (b) the liability of the Company in respect of the aforementioned item 1, shall in no case exceed the sum insured stated in respect of such item 1 in the schedule of this section.

## SPECIFIC EXCEPTIONS

This section does not cover any loss or claim resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

1. Loss or damage to:
  - (a) foundations and masonry, unless specifically included and described in the list under the heading "List of machinery and plant" in the schedule of this section;
  - (b) exchangeable and replaceable parts such as, but not restricted to bits, drills, knives and saw blades;
  - (c) dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders and rolls;
  - (d) parts which by their use and/or nature suffer a high rate of wear or depreciation such as crushing surfaces, balls, hammers, screens and sieves, engraved soft metal cylinders, wear plates, elevator and conveyor belts or bands, chains, flexible pipes, jointing and packing materials, filter cloths, parts made of glass, rubber, textile or synthetics, grinding wheels, ropes, belts, straps, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, grate bars and burner jets;
  - (e) operating media such as fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents and lubricants.
2. Loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, burglary or theft or attempts thereat, collapse of buildings, floods, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes.
3. Loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract.
4. Loss or damage due to any faults or defects existing at the time of commencement of this section within the knowledge of the insured or his representatives, whether such faults or defects were known to the Company or not.

5. Repair or replacement necessitated by direct damage due to wear and tear, corrosion, erosion, deposits of scale sludge or other sediment, rust, or by scratching of painted or polished surfaces, or by any other direct consequences or progressive or continuous influences from working or atmospheric or chemical action; but the Company shall be liable for any loss resulting from interruption or interference caused by damage arising from such causes and otherwise insured by this section.
6. Loss or damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments.
7. Shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the list under the heading "List of machinery and plant" in the schedule of this section is involved.
8. Any restrictions on reconstruction or operation imposed by any public authority.
9. The Insured not having at their disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery.
10. Loss of or damage to machinery, mechanical installations and their additional installations or other items which are not described in the list under the heading "List of machinery and plant" in the schedule of this section, even if the consequence of material damage to an item described in the aforesaid list is involved.
11. Loss of business due to causes such as suspension, lapse or cancellation of a lease, license or order et cetera that occurs after the date when the machinery and plant affected by an accident are again in operating condition and the business could have been resumed if the aforesaid lease, license or order et cetera had not been suspended, lapsed or cancelled.
12. The Company shall not be liable under this section in respect of the prolongation of any period of interruption of or interference with the business resulting directly or indirectly from the operation of:
  - (a) any gazetted law of the Republic of South Africa, including any exchange control regulation, directed against any other country;
  - (b) any law of a foreign country or international law directed against the Republic of South Africa;
  - (c) any economic sanctions, conventions, trade embargoes, boycotts, strikes or actions directed against the Republic of South Africa, other than occurring within the borders of the Republic of South Africa.

If the Company alleges that this clause is applicable by reason of any or all of stipulations (a), (b) or (c) above the burden of proving the contrary shall rest on the Insured.

If the Company alleges that by reason of any of the provisions of specific exceptions (3) and (4) above, any loss or claim is not covered by this section the burden of proving the contrary shall rest on the Insured.

## DEFINITIONS

For the purposes of this section the following expressions shall have the following meanings:

**"Premises"** – the premises, the situation of which is stated in the schedule of this section

**"Business"** – the insured's business as stated in the schedule of this section

**"Machinery and plant"** – machinery and plant described in the list under the heading "List of machinery and plant" in the schedule of this section.

**"Accident"** – any unforeseen and sudden physical loss of or damage to the machinery and plant necessitating its immediate repair or replacement due to causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, malice, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or any other cause not specifically excluded in terms of any exception, which is applicable to this policy as a whole or to this section in particular, whilst such machinery and plant are:

- (a) working or at rest;
- (b) being dismantled, moved, or re-erected for the purpose of cleaning, inspection, repair or installation at another location within the premises, provided such machinery and plant have successfully completed their acceptance tests.

## SPECIFIC CONDITIONS

1. The due observance and fulfilment of the terms of this section and of this policy insofar as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the Company.
2.
  - (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk
  - (b) The Insured shall as soon as possible notify the Company in writing of any material change in the risk and cause at their own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.
3. Should at any time after the commencement of this section
  - (a) the business is wound up or carried on by a liquidator, receiver, trustee or judicial manager or is permanently discontinued,
  - (b) the Insured's interest ceases other than by death,
  - (c) any alteration is made or admitted by the Insured whereby the risk of accident is increased,
  - (d) the retention of standby or spare machinery or any other loss-minimising factors in existence when the insurance under this section was effected, is reduced or discontinued or such stand-by or spare machinery is not maintained in an efficient working condition and available for immediate use,then the insurance under this section shall, notwithstanding anything to the contrary contained in general condition 1 of this policy, cease unless and until the continuance of the insurance under this section is confirmed in writing by the Company.
4. The Insured shall exercise all reasonable care in the selection of employment and supervision of all employees and in the prevention of any loss or damage and in compliance with any statutory regulations and manufacturer's recommendations. The stipulations of this specific condition 4 are applicable in addition to the stipulations of general condition 5 of this policy.
5. The Insured shall be obliged to keep complete records. All records (for example inventories, production and balance sheets) for the three preceding years shall be held in safe-keeping or (as a precaution against their being simultaneously destroyed) the Insured shall keep separate sets of such records.
6. On the happening of any occurrence that may result in a claim under this section the Insured shall, notwithstanding general condition 6:
  - (a) immediately notify the Company by telephone or telegram of the aforesaid occurrence and send the Company written confirmation thereof within 48 hours after the aforesaid occurrence;
  - (b) do and concur in doing and permit to be done all such things as may be reasonably practicable to minimise or establish the extent of any interruption of or interference with the business or to avoid or diminish the loss resulting therefrom;
  - (c) as far as may be reasonable practicable without causing any increase in the period of interruption or interference with the business take precautions to preserve any things that might prove necessary or useful by way of evidence in connection with any claim;

(d) discontinue the use of any damaged machinery and plant unless the Company authorised otherwise, and the Company shall not be liable in respect of any further interruption or interference with the business arising out of the continued use of any damaged machinery and plant without the Company having giving its consent to such use until the aforesaid machinery and plant have been repaired to the satisfaction of the Company.

7. In the event of a claim being made under this section the Insured shall, notwithstanding general condition 6, at the Insured's own expense within 30 days after the expiry of the indemnity period (or within such further time as the Company may in writing allow) submit to the Company a written statement setting forth full particulars of the Insured's claim together with details of all other insurances covering the accident or any part of it or consequential loss (of any kind whatsoever) resulting therefrom. The Insured shall at his own expense also produce and furnish to the Company such books of account and other business books, documents, proofs, information, explanation and other evidence as may be reasonably required by the Company for the purpose of investigating or verifying the claim, together with (if required) a statutory declaration regarding the truth of the claim and of any matters connected with the claim.

8. If at the time of any accident resulting in a loss insured against under this section there be any other insurance effected by or on behalf of the Insured covering the same loss or any part thereof the Company shall not be liable to pay or contribute more than its rateable proportion of any sum payable in respect of the whole of such loss.

Provided that the Company shall not be liable to pay for or contribute to any loss that is insured by or would but for the existence of this section be insured by any business interruption or loss of profits or consequential loss policy or policies covering marine risks or fire and/or explosion risks.

9. The total amount of the indemnity that is provided under this section shall be payable two weeks after the final determination of such amount. If after the expiry of one month since the beginning of an interruption of or interference with the business and after the expiry of each further month it is possible to determine the minimum amount that the Company is liable to pay in respect of the then elapsed period of the aforesaid interruption or interference the Insured shall be entitled to demand that the aforesaid minimum amount be paid to the Insured as an installment in respect of the total amount of the indemnity that is provided under this section.

Provided that

(a) the Company shall be entitled to postpone any payment

(i) if there is any doubt as to the Insured's right to receive payment until the necessary proof is furnished;

(ii) if, as a result of any physical loss or damage or any interruption of or interference with the business any police or penal investigation has been initiated against the Insured, until the completion of such investigations.

(b) the Company shall not be liable to pay interest other than interest for default.

10. In the event of an accident to any machinery and plant that may result in a claim under this section the Company shall have the right to take over and control all necessary repairs or replacements.

11. On the happening of any occurrence in respect of which a claim is or may be made under this section the Company and every person authorised by the Company (without thereby incurring any liability and without diminishing the right of the Company to rely upon any other conditions of this policy) enter any building where the loss has happened and may take possession of or require that any of the machinery and plant be surrendered to them and may keep possession of and deal with such machinery and plant for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and license of the Insured to the Company so to do. If the Insured or anyone acting on his behalf does not comply with the requirements of the Company or hinders or obstructs the Company during the aforementioned acts, then all benefit under this section shall be forfeited.

# DEFINITIONS

## Gross profit

The insurance under item 1 of this section is limited to loss of gross profit due to (a) reduction in turnover and (b) Increase in cost of working and the amount payable as indemnity thereunder 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 accident fall short of the standard turnover;
- (b) in respect of increase in cost of working: The additional expenditure necessarily and reasonable incurred for the sole purpose of avoiding or diminishing the reduction in turnover that but for that expenditure would have taken place during the indemnity period in consequence of the accident, 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 accident, provided that the amount payable shall be proportionately reduced if the sum insured in respect of item 1 of this section be less than the sum produced by applying the rate of gross profit to the annual turnover.

For the purposes of the insurance under item 1 of this section the expression

“**gross profit**” used in this section shall mean: the amount by which

- (1) the sum of the value of the turnover and the value of the closing stock shall exceed
- (2) the sum of the value of the opening stock and the amount of the specified working expenses.

**Stock** – The values 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.

**Specified working expenses** – those variable expenses of the business that are specified under the heading “Specified working expenses” in the schedule of this section.

**Turnover** – the money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.

**Indemnity period** – the period, not exceeding the indemnity period stated in the column under the heading “Indemnity period limit” of the list under the heading “List of machinery and plant” in the schedule of this section, commencing with the occurrence of the accident during which the results of the business shall be affected in consequence of such accident, provided always that the Company shall not be liable for the amount of the loss arising during the time excess, such time excess to commence as from the beginning of the interruption of or interference with the business resulting in a claim under this section.

**Time excess** – the period stated in the column under the heading “Time excess” of the list under the heading “List of machinery and plant” in the schedule of this section.

**Rate of gross profit** – the rate of gross profit earned on the turnover during the financial year immediately before the date of the accident, to which such adjustments shall be made as may be necessary to provide for the trend of the business and of variations in or special circumstances affecting the business either before or after the accident or that would have affected the business had the accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results that would but for the accident have been obtained during the relative period after the accident.

**Standard turnover** – the turnover during that period in the twelve months immediately before the date of the accident that corresponds to the indemnity period to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or that would have affected the business had the accident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result that but for the accident would have been obtained during the relative period after the accident.

**Annual turnover** – the turnover that but for the accident the Insured would have been able to obtain during the 12-month period immediately before either the date when the business is no longer affected or when the indemnity period ends, whichever occurs first.

## Other premises

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 his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

# EXTENSIONS AND CLAUSES

## Overhauls

In determining the amount payable as indemnity under this section due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption of or interference with the business.

## Benefits after recommissioning

If during a period of 6 months immediately following the recommissioning of the machinery and plant after an accident the Insured derives benefit from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the business, such benefits shall be taken into account in determining the amount payable as indemnity under this section.

## Reinstatement of sum insured

For the period following the occurrence of an accident up to the last day of any (annual) period of insurance the sum insured under this section shall be reinstated by payment of an additional premium on a pro rata basis, such additional premium to be calculated on that part of the aforesaid sum insured that corresponds to the amount paid as indemnity under this section. The agreed sum insured shall, however, remain unaltered.

## Return of premium

If the Insured declares at the latest six months after the expiry of any (annual) period of insurance that the gross profit earned during the accounting period of 12 months most nearly concurrent with the aforesaid (annual) period of insurance, as certified by the Insured's auditors, was less than the sum insured thereon, a pro rata return of premium, not exceeding one-third of the premium paid on such sum insured for such (annual) period of insurance, shall be made in respect of the difference. If any accident has occurred giving rise to a claim under this section the aforesaid return shall be made in respect only of so much of the aforesaid difference as is not due to such accident.

# LIVESTOCK AND GAME

## SUB-SECTION A – COMPREHENSIVE INSURANCE LIVESTOCK (excluding game)

### DEFINED EVENTS

Death of the insured animal (excluding game), as defined in the schedule, by accident, illness or disease occurring during the period of insurance.

### SPECIFIC EXCLUSIONS

The insurer will not be liable:

1. for claims as a result of theft or any attempt thereat or from straying;
2. more than 65% in respect of claims arising from accidental bloating, plant poisoning or poisoning arising from feeding and/or watering and/or dipping;
3. for claims in connection with or arising from transit by road or rail; as a result of:
  - a. fire, lightning or explosion unless during the actual course of transit;
  - b. inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy;
  - c. jumping;
  - d. death of the insured animal if under the age of 3 months;
  - e. straying.

### TERRITORIAL LIMITS

Republic of South Africa and Namibia, except regarding Transit for which the territorial limits will be extended to include the Republic of South Africa, Namibia, Botswana, Zimbabwe, Swaziland, Lesotho and Mozambique.

### OPTIONAL EXTENSIONS TO SUB-SECTION A

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

If the insured bull is proved by production to be infertile, or has a morphology percentage of less than 70%, as a result of accidental external and violent means or as a result of illness sustained or contracted during the period of insurance, the insurer shall, after the lapse of 3 months from the notification of infertility, pay the insured the difference between the amount realised on the disposal or sale of the bull and the amount for which the bull is insured.



Provided that the insurer shall not be liable for any claims for consequential loss however this may arise nor for claims for prolapse of the penis.

**2. Red water fever (if stated in the schedule to be included)**

Specific exception 6(vi) is deleted.

**3. Heart-water fever (if stated in the schedule to be included)**

Specific exception 6(vii) is deleted.

**4. Gall-sickness (if stated in the schedule to be included)**

Specific exception 6(viii) is deleted.

**5. Pulpy kidney (if stated in the schedule to be included)**

Specific exception 6(ix) is deleted provided that the insured animal has been inoculated against enterotoxaemia not more than six months prior to the death of the insured animal with serum that was correctly stored and was used in accordance with the directions of use.

Evidence of such inoculation shall be supplied to the insurer before the insurers admit any claim and shall be in the form of either a certificate from a qualified veterinary surgeon or, where the insured administered the inoculation, a certificate signed by the insured and witnessed by a neighbouring farmer who shall also have witnessed the administration of the inoculation.

**6. Blue tongue (if stated in the schedule to be included)**

Specific exception 6(x) is deleted provided that the insured animal has been inoculated against blue tongue not more than twelve months prior to the death of the insured animal and that the serum used was correctly stored and used in accordance with the directions of use.

Evidence of such inoculation shall be supplied to the insurer before the insurer admits any claim and shall be in the form of either a certificate from a qualified veterinary surgeon or, where the insured administered the inoculation, a certificate signed by the insured and witnessed by a neighbouring farmer who shall also have witnessed the administration of the inoculation.

**7. Theft (if stated in the schedule to be included)**

Notwithstanding Specific exception 1 under Sub-section A this policy is extended to include theft or attempted theft of the insured cattle provided that in the event of a claim the insured will immediately inform the police and take whatever steps are necessary to assist in the recovery of such cattle and that the police reference number is supplied with the claim form.

The insurer will not pay for any claims for the theft of cattle if such theft is not reported to the insurer within 14 days of such theft. The insured shall be responsible for 25% of the cost of all claims for theft.

**8. Plant poisoning (if stated in the schedule to be included)**

The amount of 65% stated in Specific exclusion 2 is increased to 100%.

# **SUB-SECTION B – LIMITED INSURANCE (Livestock excluding game)**

## DEFINED EVENTS

Death of the insured animal caused by fire, lightning or explosion.

## SPECIFIC EXCLUSION

The insurer will not be liable for claims in connection with or arising from transit by road or rail.

## TERRITORIAL LIMITS

Republic of South Africa and Namibia.

## OPTIONAL EXTENSIONS TO SUB-SECTION B (game excluded)

### 1. Extended perils (if stated in the schedule to be included)

Death of the insured animal caused by: storm, wind, water, hail or snow including freezing to death directly caused by aforementioned perils.

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

Death of the insured animal caused by:

- i. external violent and visible accident;
- ii. foreign objects accidentally consumed by the animal;
- iii. accidental poisoning and bloating, provided that the insurer will not be liable for more than 65% of any claim;
- iv. attacks by dogs and wild animals.

# SUB-SECTION C – TRANSIT INSURANCE

## DEFINED EVENTS

Death or loss of the insured animal by any accident while being transported within the territorial limits provided that:

- a. the death occurs within 14 days of such transport;
- b. the accident was sustained or contracted during the course of the transport;
- c. the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every defined event;
- d. the liability of the insurer for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.

## DEFINITION OF COVER

1. **Restricted cover – Fire, explosion, collision, derailment and overturning (if stated in the schedule to be included)**

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

2. **Restricted cover – Fire, explosion, collision, derailment and overturning and subsequent theft (if stated in the schedule to be included)**

The insurance under this section is limited to death of the insured animal resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance and theft following thereon.

3. **Restricted cover – Fire, explosion, collision, derailment, overturning, theft and hijacking (if stated in the schedule to be included)**

The insurance under this section is limited to death of the insured animal resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance, theft following thereon and hijacking of the means of conveyance.

4. **All risks (if stated in the schedule to be included)**

This cover is defined under “defined events” in the policy contract.

## SPECIFIC EXCLUSIONS

The insurer will not pay for claims for death on the insured animal as a result of:

1. fire, lightning or explosion unless during the actual course of transit;
2. inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy;

3. jumping;
4. death of the insured animal if under the age of 3 months;
5. straying.

## TERRITORIAL LIMITS

Republic of South Africa, Namibia, Botswana, Zimbabwe, Swaziland, Lesotho and Mozambique.

## SUB-SECTION D – LIMITED COVER (GAME)

### DEFINED EVENTS

Death of the insured animal caused by fire, lightning or explosion.

### SPECIFIC EXCLUSION

The insurer will not be liable for claims:

1. as a result of panic, whether such panic is a direct result of fire, lightning or explosion or not
2. in connection with or arising from transit by road or rail.

### SPECIFIC EXCEPTIONS – APPLICABLE TO SUB-SECTIONS A, B, C AND D

The insurer will not pay for:

1. destruction in compliance with the requirements of any statute or any order of a government department or any local authority;
2. unfitness for or incapacity to fulfil the functions or duties for which the animal is kept;
3. any occurrence giving rise to a claim happening outside the territorial limits or if the insured animals are in a district other than that stated in the schedule unless such relocation is notified in writing to the insurer and is acknowledged by the insurer;
4. any accident or disease sustained during transit by air or by sea;
5. intentional slaughter whether by or under the order of any government or public or local authority or any person having jurisdiction in the matter except:
  - i. if the insurer have expressly and in writing agreed to the destruction of the animal;
  - ii. in the case of injuries that necessitates immediate slaughter for humane reasons and where a qualified veterinary surgeon appointed by the insured certifies in writing that the suffering is incurable and of such an extent that slaughter is unavoidable provided that if the insurer choose to have a post mortem examination carried out by a qualified veterinary surgeon appointed by the insurer at the insurer's expense the insurer may do so;

6. death caused directly or indirectly by:
  - i. any surgical operations unless conducted by a qualified veterinary surgeon and certified by him to have been necessary due solely to an accident, disease or illness and that such surgical operation is carried out in an attempt to preserve the animal's life;
  - ii. the administration of any medication unless by a qualified veterinary surgeon or an experienced person directed by him. The qualified veterinary surgeon must have certified that such medication was administered as a prophylactic or had been necessary due to an accident, disease or illness. For the purpose of this general exception the term medication shall include any drug, hormone, vitamin, protein or any other substance other than unadulterated food or drink;
  - iii. death due to starvation or malnutrition;
  - iv. trampling or suffocation due to overloading of any vehicle which is being used to transport the insured animal;
  - v. malicious or wilful injury caused by the insured or any person acting on behalf of the insured;
  - vi. red water fever;
  - vii. heart water fever;
  - viii. gall sickness;
  - ix. pulpy kidney;
  - x. blue tongue;
7. liability to any third party;
8. consequential loss however arising, delay, loss of market, depreciation or changes brought about by natural causes.

## WARRANTY – APPLICABLE TO SUB-SECTIONS A, B AND C

It is warranted that at the commencement of this insurance each animal insured is in sound health and is free from any ailment, illness, disease, lameness, injury or disability.

## SPECIFIC EXTENSIONS – APPLICABLE TO SUB-SECTIONS A, B, C AND D

### 1. Calf extension (applicable only to cattle and if stated in the schedule to be included)

This section is extended to cover both the cow and the calf or twin calves that are more than 24 hours but less than 6 months old at the inception date of cover provided that the insurer's liability for the calf or calves shall not exceed 20% of the sum insured.

In the event of twins, if only one calf dies no claim shall be payable in terms of this extension.

Provided further that in the event of a claim being met in terms of this section, the sum insured on the cow will be reduced by the amount paid or payable in terms of this extension.

## 2. Additional sum insured – newly purchased animals (if stated in the schedule to be included)

In the event of the insured purchasing an animal on or after the commencement date of this section, the insurer will, in the event of a claim, pay the purchase price of such animal plus an amount equal to 10% of such purchase price for the costs incurred by the insured in relocating the animal, provided that the insurer shall not pay more in total than the sum insured on such animal.

## 3. Carcass removal (applicable to sub-sections A, B and D)

The insurance under this section includes the actual costs necessarily incurred by the insured in respect of the clearing up and removal of carcasses following damage or death, but not exceeding R5 000 in respect of any insured animal.

## 4. Capture costs following outbreak/escape (applicable to sub-sections A, B and D) (if stated in the schedule to be included)

The reasonable cost and expenses incurred and necessary for the capture of the insured animal after outbreak/escape of the insured animal is covered subject to the following conditions:

- a. Insured animals must be identifiable by means of microchips, ear tags, pictures or markings (for instance branding or tattoo's etc.);
- b. Indemnity is still subject to the first amount payable;
- c. The limit of indemnity by the Company is limited to the maximum of 10% of the insured value of the escaped animals or R50 000, whichever is the lesser;
- d. The insured to substantiate the actual costs;
- e. No amount will be payable by the Company if the animals are not found and captured.

# SPECIFIC CONDITIONS – APPLICABLE TO SUB-SECTIONS A, B, C AND D

1. All benefit under this section in respect of any animal hereby insured shall cease immediately once such animal is no longer owned by the insured.
2. The insured shall at all times exercise all reasonable care and safeguard the insured animals against loss or danger of loss accident or illness and shall comply with all reasonable regulations and directions given by the insurer or by a qualified veterinary surgeon employed by the insurer.
3. The insured will immediately notify the insurer of any accident or illness to any animal insured by this section and shall at the insured's expense immediately provide for adequate attendance and treatment by a qualified veterinary surgeon.  
If the insurer so require the insured will supply the insurer with a report by the attending qualified veterinary surgeon on the condition of the animal.
4. The animal insured shall not be permanently removed from the farms stated in the schedule without the insurer's written consent.
5. The insured undertakes to comply with all laws rules and regulations relating to the district where the animal is kept and, in the event of a claim, to provide the insurer with evidence of such compliance.

6. In the event of an occurrence which gives rise to a claim or which might give rise to a claim the insured shall give the insurer immediate notice of such event:
- a. In the event of death of any animal insured by this section the insured shall give the insurer the opportunity to examine the carcass and shall not cut or dispose of the carcass before the expiry of 24 hours after such notice has been given to the insurer.
  - b. The insured shall at his own expense, within 14 days of such event, supply the insurer with a completed claim form together with all other information as we may require including any qualified veterinary surgeon's certificates and satisfactory proof of the death, identity and value of the animal.
  - c. If the insurer alleges that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with the insured.
  - d. If the insurer admits the claim, the insured may dispose of the carcass to best advantage and the amount realised on disposal of the carcass shall be offset against the amount of the claim.
  - e. No claim shall be payable after the expiry of 3 months or such other time as may be allowed by the insurer in writing from the happening of an insured event unless the claim is the subject of pending legal action.

# WATERCRAFT

## Defined events

## SUB-SECTION A – LOSS OF OR DAMAGE TO THE INSURED VESSEL

Loss of or damage to the insured vessel.

## EXCEPTIONS TO SUB-SECTION A

The Company shall not be liable to pay for:

- (a) theft or attempted theft:
  - (i) not accompanied by actual, visible and forcible means, of fixtures, fittings, equipment and outboard motors of the insured vessel, out of
    - (1) an unattended transport vehicle, including a vessel;
    - (2) domestic outbuildings, not communicating directly with any private residence;
    - (3) any other storage place;
  - (ii) of the outboard motors fitted to the insured vessel which are not securely bolted to it;
- (b) outboard motors of the insured vessel dropping off or falling overboard, while not securely chained or bolted to the insured vessel;
- (c) mechanical or electrical breakdown; gradual causes such as wear and tear, rust, mildew, corrosion or decay;
- (d) loss or damage caused by moths or vermin;
- (e) loss of or damage to sails and hoardings torn by wind or blown away whilst hoisted;
- (f) damage due to scratching, bruising or denting arising during transit, loading, or off-loading;
- (g) damage to the insured vessel caused by or attributable to the insured vessel not being seaworthy;
- (h) loss of or damage to the insured vessel which arises:
  - (i) outside the Republic of South Africa or outside a 20km range from the shores of the Republic of South Africa;
  - (ii) if the insured vessel is used for any purpose other than according to the condition of use;
  - (iii) from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud;
- (i) boating-clothes or crew's clothes and other personal effects; diving and fishing gear (including nets); waterskis, ski ropes and other sports equipment; food, fuel and other supplies; life belts and medical kit; binoculars, sextants, nautical books, nautical maps and other similar navigational equipment; radar, fishfinders, radios, televisions and other similar electronic equipment.



# EXTENSIONS TO SUB-SECTION A

The following extensions are added to this sub-section A and shall be subject to all the terms, exceptions and conditions of this section and all the terms, exceptions and conditions (in so far as they can apply) of this policy:

## A. Safeguarding and delivery

The Company will pay the reasonable costs to:

- (a) store, safeguard and remove the insured vessel to the nearest repairer, if the insured vessel is not in working order, due to loss or damage insured under this section;
- (b) deliver the insured vessel to the Insured in the Republic of South Africa, Namibia, Lesotho, Botswana and Swaziland, after repair of damage, or loss, insured under this section.

## B. Inspection of the hull after stranding, sinking or collision

The Company will pay the reasonable costs incurred to inspect the hull of the insured vessel for damage due to stranding, sinking or collision of the vessel.

## C. Costs to prevent a loss

The Company will pay the reasonable costs incurred to prevent or lessen damage or loss insured under this section.

## D. Medical expenses

The Company will pay medical expenses up to R2 000, for accidental bodily injury to any person inside or on the insured vessel, caused by the sinking or collision of the insured vessel with any object, except water.

# CONDITIONS TO SUB-SECTION A

## A. Use

The insured vessel may be used for social, domestic and pleasure purposes.

Use for the following are excluded – racing, speed or other contests, competitions or tests (including regattas), or trials in connection therewith; use in connection with any business, trade or occupation.

## B. Basis of indemnity

If the insured vessel is less than 5 years old, the basis for calculating indemnity is the cost to replace the insured vessel or part of it with similar new property. This basis does not apply to sails, hoardings, erected tackle, outboard motors, inboard motors and batteries. For these items the basis of indemnity will be the cost to replace the items up to the reasonable market value thereof.

If the insured vessel is older than 5 years, the basis for calculating indemnity is the cost to replace the insured vessel or part of it up to the reasonable market value thereof.

## C. Limit of indemnity

The liability of the Company for loss of or damage to the insured vessel shall be limited to the sum insured which is stated in respect of the insured vessel in the schedule.

## D. Average

If the insured vessel is less than 5 years old and it is established that, at the time of any loss or damage, the amount needed to replace the insured vessel – excluding sails, hoardings, erected tackle, outboard motors, inboard motors and batteries – with similar new property, exceeds the amount for which it is insured, the Insured will be considered as the Insured's own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

If the insured vessel is older than 5 years and it is established that, at the time of any loss or damage, the amount needed to replace the insured vessel with similar property, exceeds the amount for which it is insured, the Insured will be considered as the Insured's own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

This condition applies separately to each item in the schedule.

## E. Unavailable parts

If a part necessary for the repair of the insured vessel is not available in the Republic of South Africa as a standard (ready-made) part, the Company will pay an amount equal to the value of the part at the time when the loss or damage occurred. The amount includes the reasonable cost to transport the part (excluding air transport). The value of the part will be determined by the price stated in the most recent catalogue or price list.

## F. Interest of a title holder

If a valid claim occurs and the Company knows that the vessel is the subject of an extended sales agreement, the Company will pay the title holder stated in the agreement. The Company will only pay the title holder up to the outstanding amount in accordance with the agreement and any further amount payable will be paid to the Insured.

# DEFINITION TO SUB-SECTION A

**"insured vessel"** – the hull (with a length not exceeding 6 metres), inboard motors, outboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment of any vessel described in the schedule.

# SUB-SECTION B – LIABILITY

## A. Liability to third parties

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation due to an occurrence which happens or arises in connection with the insured vessel.

## B. Liability of water-skiers or parasailors

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation due to an occurrence which happens or arises while a water-skier or parasailor is being towed by the insured vessel.

The Company shall not be liable:

- (a) if the water-skier or parasailor is entitled to indemnity under another policy;
- (b) for accidental death of, or bodily injury to, or illness of a person who is a member of the household or

family of the water-skier or parasailor, or a person in the service of the water-skier or parasailor, if the death, bodily injury or illness arises from the service;

- (c) for accidental physical loss of, or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailor, or any member of the household or family of the water-skier or parasailor, or any person in the service of the water-skier or parasailor;
- (d) if the water-skier or parasailor does not comply with the terms, exceptions and conditions of this policy.

### C. Liability if another person navigates the insured vessel

The Company will indemnify any navigator against all sums which such navigator shall become legally liable to pay as compensation due to an occurrence which happens or arises in connection with the insured vessel, whilst such navigator navigates the insured vessel.

The Company shall not be liable if the navigator:

- (a) navigates the insured vessel without the Insured's expressed or implied permission;
- (b) is entitled to indemnity under another policy;
- (c) does not comply with the terms of this policy;
- (d) was refused any insurance for a sail-boat, motor-boat or small craft or continuance thereof by an insurer.

### D. Costs for lifting out, removal or destruction

The Company will indemnify the Insured against costs incurred with the Company's written consent, for lifting out, removal or destruction of the wreckage of the insured vessel.

## EXCEPTIONS TO SUB-SECTION B

The Company shall not be liable to pay for:

- (a) legal costs and expenses incurred after the date that the Company paid or offered to pay either the full amount of a claim, or a lesser amount for which a claim can be settled, or the maximum amount for which the Company is liable for a claim;
- (b) liability, costs or expenses:
  - (i) due to advice or treatment given or supplied by the Insured or a person acting on the Insured's behalf;
  - (ii) which arise during the transport of the insured vessel by road;
  - (iii) due to an occurrence outside the Republic of South Africa;
  - (iv) which arise if the insured vessel is used for any purpose other than according to the condition of use;
- (c) liability due to accidental death of, or bodily injury to, or illness of the Insured or a member of the Insured's household or family, or a person who pays fare whilst in or on the insured vessel, or any person in the Insured's service, if the liability arises from the service;
- (d) liability due to accidental loss of, or damage to property:
  - (i) belonging to, or kept in trust by, or under the charge or control of, or in the custody of the Insured, a member of the Insured's household or family, or any person in the Insured's service;
  - (ii) being transported, or to be transported in or on the insured vessel.

# CONDITIONS TO SUB-SECTION B

## A. Use

The insured vessel may be used for social, domestic and pleasure purposes.

Use for the following are excluded – racing, speed or other contests, competitions or tests (including regattas), or trials in connection therewith; use in connection with any business, trade or occupation.

## B. Limit of indemnity

The liability of the Company in respect of a single occurrence or series of occurrences shall not exceed R1 000 000 in all.

# DEFINITIONS TO SUB-SECTION B

**“insured vessel”** – the hull (with a length not exceeding 6 metres), inboard motors, outboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings and equipment of any vessel described in the schedule.

**“occurrence”** – an occurrence which leads to:

- (a) accidental death of, or bodily injury to, or illness to a person;
- (b) accidental physical loss of, or damage to tangible property;
- (c) legal costs and expenses
  - (i) which a claimant can recover in connection with a valid claim under this section;
  - (ii) incurred with the Company’s written consent.

# DETERIORATION OF STOCK

## DEFINED EVENTS

Loss of or damage to the insured property specified in the schedule caused by deterioration due to unforeseen physical loss of or damage to the machinery specified in the machinery breakdown section and indemnifiable under the machinery breakdown section in force.

Provided that the liability of the Company during any one year of insurance shall not exceed the limit of indemnity stated in the schedule in respect of each item specified.

## SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. loss arising within the no-claim period stated in the schedule of goods stored in the refrigeration chambers due to deviation from the prescribed refrigeration temperature, unless deterioration is caused by contamination as a result of leakage of refrigerant or by accidental freezing of goods or unless fresh goods that have not yet reached the prescribed refrigeration temperature are affected thereby;  
no-claim period is defined as the time period immediately following cessation of cooling during which, with the storage room left sealed, no deterioration would take place;
2. loss to the goods stored arising as a result of shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction;
3. loss arising from improper storage, damage to packing material, insufficient circulation of air, nonuniformity of temperature;
4. loss caused by temporary repair carried out without the Company's consent of the refrigeration machinery specified in the insured's list of machinery;
5. penalties for delay, consequential loss or damage or liability of any nature whatsoever;
6. loss or damage directly or indirectly caused by, or arising out of, or aggravated by
  - (a) the wilful act or wilful negligence of the Insured or his representatives;
  - (b) fire, lightning, chemical explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslip, avalanche, hurricane, cyclone, volcanic eruption or other natural catastrophes.

## SPECIFIC CONDITIONS

This section shall apply only if

1. the refrigeration machinery is insured under an in force machinery breakdown section;
2. the insured refrigeration machinery is connected to an automatic alarm system in an attended location;
3. the stock is not stored in "controlled atmosphere" chambers;
4. at the time of the loss or damage the goods are stored in the refrigeration chambers;

5. the Insured maintains a stock book in which the type, quantity and value of the goods stored are entered separately for each refrigeration chamber. Stock book copies shall be regarded as forming an integral part of this policy;
6. the sum insured is equal to the estimated maximum purchase price payable for the stored goods during the period of this section.  
The sum insured shall be reduced by any indemnity paid under this section for the remaining policy period unless it has been reinstated by payment of a pro rata additional premium, from the date of the insured loss or damage for the remaining portion of the (annual) period of insurance;
7. all claims shall be settled on the basis of the value stated in the stock book immediately prior to the occurrence of the loss or the purchase price that would have been payable, whichever is the lesser. When determining the indemnity the Company shall take into consideration all circumstances that may influence the amount of indemnity.

## OPTIONAL CONDITIONS

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

The insured refrigeration machinery is under constant supervision by qualified personnel.

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

During the entire period of storage, the insured records in a logbook the condition of the insured goods and at least three temperature readings per day from each refrigeration chamber, the accuracy of the temperature readings being verified by means of a calibrated, independent reference thermometer at least every 14 days.

# UMBRELLA LIABILITY

## DEFINED EVENTS

1. Damages, costs, fees and expenses which the Insured shall become legally liable to pay:
  - (i) consequent upon injury, damage, malice or negligent advice which occur in the course of or in connection with the Business,and
  - (ii) consequent upon injury and damage which occur in the Insured's personal capacity within the territorial limits.
2. All costs incurred with the Company's consent in defending or settling such claims.

## LIMITS OF INDEMNITY

The amount payable and recoverable under defined events 1 and/or 2 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.

## DEFINITIONS

the **Business** is defined 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;

**Damage** shall mean loss of or damage to tangible property, conversion, trespass, nuisance or wrongful interference with the enjoyment of rights over tangible property;

**Injury** shall mean death, injury, illness (mental or physical), disease, false imprisonment or arrest of or to any person;

**Malice** shall mean malicious legal proceedings, malicious falsehood, defamation, unfair competition or infringement of copyright, title, slogan or idea;

**Negligent advice** shall mean incorrect or inadequate advice given in the promotion of the Insured's products, but without expectation of any other reward;

**Product** shall mean 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, serviced, altered or repaired by or on behalf of the insured;

**Territorial limits** shall mean anywhere in the world but not in respect of any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part);

**Underlying insurance** shall mean cover in force in terms of:

- (i) the Public Liability section of this policy

or

- (ii) Motor third party liability of this policy

or

(iii) the Employers Liability section.

## BASIS OF INDEMNIFICATION

This section provides indemnity as defined hereunder in the following circumstances:

**Excess Layer Protection** provides indemnity within the operative clause where the claim is prima facie covered by the terms of the Underlying Insurance only to the extent that the claim is not met by such Underlying Insurance solely because of the inadequacy of the underlying indemnity limit;

**Additional Risks Protection** provides indemnity where the claim is outside the scope of the operative clause of any Underlying Insurance to the extent of this section's operative clause;

**Difference in Conditions** provides indemnity within the operative clause where the claim is within the operative clause of the Underlying Insurance only where such claim is rejected by because of a policy term, condition or exclusion;

### 1. Excess layer protection

- 1.1 This section is subject to the same terms, exceptions and conditions as the Underlying Insurance.
- 1.2 The excess layer protection provides indemnity:
  - 1.2.1 in excess of the limit of indemnity stated to apply to the Underlying Insurance, except where such limit has been reduced or exhausted by reason of claims, in which case this insurance pays in excess of the first amount payable (if any)
  - 1.2.2 for those costs defined in Defined Events 2, provided that these are not recoverable from the Underlying Insurance. In the event of the wording of the Underlying Insurance contradicting this clause, the Company's maximum liability under this clause shall be the same proportion of incurred costs as the settled claim bears to the respective limits of indemnity.
- 1.3 Where the limit of indemnity of the Underlying Insurance is exhausted by previous claims and as a consequence this section operates as a primary policy, in respect of any claim which would otherwise have been indemnified by the Underlying Insurance, the Company will interpret this section as if the Underlying Insurance had still been in force.
- 1.4 Where the Underlying Insurance states that generally or in respect of specified claims the limit of indemnity is the aggregate of all indemnifiable claims occurring or made during the period of the Underlying Insurance, then the limit of indemnity under this section is declared to be on an identical basis as the Underlying Insurance.

### 2. Difference in conditions protection

- 2.1 If a claim is covered in terms of the operative clause of the Underlying Insurance, but is then excluded by a policy term, exclusion or condition, then this section will indemnify the insured in accordance with the Defined Events.
- 2.2 If a claim is covered in terms of the operative clause of the Underlying Insurance, but such Underlying Insurance is exhausted by reason of other claims and where, in the opinion of the Company, such claim would have been excluded by the Underlying Insurance by reason of a term, exclusion or condition, then the provisions of this Difference in conditions protection will apply.
- 2.3 The Company will follow the provisions of the operative clause of the Underlying Insurance in determining the basis on which the insured is indemnified by this clause of this section, being either:
  - 2.3.1 in respect of injury, damage or malice occurring or negligent advice during the period of this section (losses occurring), or



- 2.3.2 in respect of claims made against the Insured during the period of this section following injury, damage, malice or negligent advice (claims made).
- 2.4 If the Underlying Insurance is on a claims made basis, then the Company will deal with any claim arising out of an event or circumstance first notified by the Insured to the Company during the period of insurance of this section even if the Underlying Insurance contains no similar provision.
- 2.5 If a claim is repudiated in terms of an Underlying Insurance on the basis of an exclusion relating to the failure or a product to perform as specified, warranted or guaranteed, or to fulfill its intended purpose and such Underlying Insurance is on a losses occurring basis and the circumstances of the claim is such that the insured or 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 an indemnifiable claim.
- 2.6 The difference in conditions protection does not provide indemnity where a claim is excluded by the wording of the operative clause of the Underlying Insurance, except where a claim is excluded by the Underlying Insurance:
- 2.6.1 solely on the grounds that the Injury or Damage was not accidental by nature, or did not arise out of an accident;
- 2.6.2 solely on the grounds that temporary loss of use of property or reduction in value of property did not constitute damage within the operative clause of the Underlying Insurance.

### 3. Additional risks protection

- 3.1 Additional risks protection will indemnify the Insured in respect of any claim which is not the subject of indemnity by any other policy of insurance, is not indemnifiable (either in whole or in part) by the excess layer protection or the difference in conditions protection and which forms the subject of indemnity by the defined events.
- 3.2 The indemnity granted by the additional risks protection is limited to claims made against the insured during the period of this section, or events or circumstances notified by the Insured to the Company during such period which subsequently give rise to claims being made.
- 3.3 The indemnity limit of this section in respect of cover granted by the additional risks protection is limited to the aggregate of all claims made during the period of this section, or event or circumstances notified by the Insured to the Company during such period which subsequently give rise to claims being made.
- 3.4 No indemnity is provided by additional risks protection where the Company decline to grant indemnity in terms of Underlying Insurance in respect of 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).

## EXTENSIONS

### Indemnity to others

The indemnity granted shall extend at the insured's option and subject to the Company's consent which consent shall not be unreasonably withheld to include:

1. directors, partners or employees of the Insured in that capacity or in their private capacity arising out of any temporary engagement (undertaken with the Insured's consent) of the insured's employees;

2. any person or party to the extent that any contract entered into by the Insured requires that such indemnity is given;
3. the personal representative of any person or party indemnified.

Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, exceptions and conditions of this policy.

## Cross liability

The Insured and persons or parties indemnified by the extension "Indemnity to others" are indemnified 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.

# SPECIFIC EXCEPTIONS

The Company will not indemnify the insured in respect of

1. fines, penalties, punitive, exemplary or vindictive damages;
2. pollutions arising out of:
  - (a) 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 unexpected happening;
  - (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 unexpected happening.

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;

3. any injury, damage, malice or negligent advice which occurs prior to the retroactive date which is applicable to the Underlying Insurance;
4. liability arising out of any circumstance or event known to the Insured:
  - (a) which is not reported to the Company in terms of general condition 6 and/or
  - (b) prior to inception of this section
5. liability arising out of any deliberate or intentional failure of the Insured or the Insured's management to take reasonable precautions to prevent injury, damage, malice or negligent advice;
6. any fine imposed or penalty incurred as a consequence of the commission of a criminal offence;
7. any benefits for which the Insured is liable under any relevant workmen's compensation, unemployment compensation or disability benefits law and/or similar law and/or scheme;
8. 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;
9. any costs necessary to repair, replace, recondition or modify any product or part thereof and/or for the loss of use of any product or part thereof;
10. any liability arising out of the recall of any product or part thereof;

11. any liability arising out of performance warranties or guarantees or clauses stipulating liquidating damages or penalties, except to the extent that it is proved that such liability would have existed in the absence of such contractual provision;
12. any liability for personal Injury caused or contributed to by prolonged exposure to substances, factors or circumstance peculiar to any particular employment or occupation;
13. any liability for motor balance of third party liability unless such liability is in excess of the Underlying Insurance and is indemnifiable there under;
14. any liability arising out of the carriage of passengers for hire or reward or the carriage of fare paying passengers unless such reward or fare paying is incidental to the business of the Insured as stated in the schedule and the maximum seating capacity of such a vehicle is 16 including the driver;
15. liability for loss or damage including detrimental change and any consequence there from to any electronic data;
16. liability for any unfair labour practice including but not limited to unfair dismissal within the meaning of the Labour Relations Act No. 66 of 1995 as amended, or any Act passed in substitution therefore;
17. 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 or such sale or resale should reasonable be contemplated by the Insured;
18. any liability if the transport of hazardous substances was not in compliance with chapter VIII of the Road Traffic Act 1996 (Act 93 of 1996);
19. liability arising out of any deliberate or intentional act of the insured, any employee of the Insured or any person for whom the insured would be vicariously liable;
20. **Additional specific exceptions** (only applicable to 2. Difference in conditions protection and 3. Additional Risks protection).  
The difference in conditions protection and additional risks extensions do not cover liability for or arising out of:
  - 20.1 the ownership, hire purchase or leasing of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15,25 metres in length and then only whilst on inland waterways) by or on behalf of the Insured;
  - 20.2 the repair, maintenance, refuelling or defuelling of any aircraft, watercraft or hovercraft undertaken by or on behalf of the Insured as revenue producing activity;  
Exceptions 20.1 and 20.2 do not apply to liability for death, injury, illness or disease of or to employees of the insured arising out of such employment;
  - 20.3 acts, errors or omissions of the directors or officers of the Insured when acting in their capacity as such or in the provision by the insured of professional services which shall include giving advice, any action taken or work done by the insured when carrying on their functions in any capacity involving special skill or knowledge in their calling or the failure to discharge any obligations pursuant thereto. This exception does not apply to negligent advice;
  - 20.4 seepage, pollution or contamination being the natural consequence of the operation or existence of the business;
  - 20.5 damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than premises (or the contents thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to the property on which the Insured is working and which arises out of such work).
  - 20.6 any claim for which insurance is available in terms of any section listed in the index of this policy.

# SPECIFIC CONDITIONS

1. Any dispute between the Insured and the Company in connection with or arising out of this section shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of the Supreme Court of South Africa;

The Insured undertakes that they will not institute action against the Company nor bring joint proceeding against the company in the Court of any country other than the Republic of South Africa;

2. 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;

3. The indemnity granted by this policy is conditional upon the Underlying Insurance remaining in force throughout the period of insurance and that the limits of indemnity in terms of the Underlying Insurance shall not be less than:

(a) the Liability section:	R1,000,000
(b) the Employers liability section:	R1,000,000
(c) Motor third party liability:	R2,500,000

If, at the date of loss, the limit of indemnity in terms of the Underlying Insurance, is less than the limits indicated above, then the Insured shall be considered as being their own insurer for the difference.

4. If, at the time of any event giving rise to a claim under this section, indemnity is also provided under any other insurance, other than a policy to specifically provide indemnity in excess of this policy, this section shall not be drawn into contribution with such other insurance. The provisions of this condition shall apply notwithstanding that the aforesaid policy be voidable or that the insurer be entitled to avoid liability for an occurrence which has given rise to a claim under such other policy.