



Policy Wording

**Hollard.**  
hospitality & tourism

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## INSURANCE CODE OF CONDUCT

Hollard proudly supports the South African Insurance Association (SAIA) Code of Conduct.

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

1. to promote better, more informed relations between insurers and their customers;
2. to improve consumer confidence in the general insurance industry;
3. to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
4. to commit insurers and the professionals they rely upon to higher standards of customer service. Information on the Code is available from the nearest Hollard office or from SAIA.

### **Hollard's commitment service**

Hollard have adopted and support the Code and are committed to complying with it.

Contact Hollard for more information about the Code.

### **How to resolve a complaint or dispute**

#### **Talk to Hollard first**

If the Insured has a complaint, the first thing the Insured or his/her insurance broker should do is speak to Hollard.

If the complaint is related specifically to a claim, speak with the insurance intermediary or insurance broker to discuss the claim with the claims officer managing the claim.

If the staff member or claims officer is unable to resolve the matter, the Insured's insurance intermediary or insurance broker may speak to a manager at Hollard. The manager will usually provide the Insured with a response to the complaint within a reasonable period of time. If the timeframe is impractical for any reason, such as the need for more information or further investigation, Hollard will discuss alternative timeframes with the Insured. If the Insured is not satisfied with Hollard's response or Hollard cannot agree with the Insured on alternative timeframes, the Insured then moves on to step 2.

#### **Seek a review**

If the matter is still not resolved Hollard will refer the Insured to the insurance intermediary or insurance broker to the relevant dispute handling department or area who will conduct a review of the dispute and will usually provide the Insured with a response to the dispute within a reasonable period of time. If the timeframe is impractical, Hollard will discuss alternative timeframes with the Insured.

If the Insured is still not satisfied with Hollard's response to the dispute or Hollard cannot agree on alternative timeframes, the Insured then moves on to step 3.

#### **Seek an independent review**

The Insured is entitled to seek an external review of Hollard's decision. Hollard will provide the Insured with information about options available, including, if appropriate, referring the Insured to the external dispute resolution scheme administered by the Ombudsman for Short-term Insurance (OSTI).

The OSTI is an independent external dispute resolution office and its service is free to Hollard customers. The OSTI will advise the Insured if they can assist.

The OSTI can be contacted at:

The Ombudsman for Short-term Insurance

PO Box 32334

BRAAMFONTEIN

2017

Phone: 011 726 8900

Fax: 011 726 5501

Hollard agrees to accept an OSTI decision; however, the Insured has the right to take legal action if the OSTI decision is unacceptable. The OSTI only accepts resolutions under their Terms of Reference.

Further information about Hollard's complaint and dispute resolution procedures is available by contacting us.

## GLOSSARY

<b>Abandonment</b>	The giving up by an Insured to the Company of damaged property when a total loss is claimed.
<b>Acceptance</b>	An absolute and unqualified agreement to the terms of an offer, which creates a contract or an agreement.
<b>Accident</b>	An unforeseen and unintended event or occurrence which is sudden and immediate.
<b>Agreed Value</b>	The sum to be paid in the event of a total loss, under the motor policy, as agreed upfront.
<b>Aggregate</b>	Collective amount, sum, or mass arrived at by adding or putting together all components, elements, or parts of an assemblage or group, without implying that the resulting total is whole (contains everything that should be in it).
<b>Amadeus</b>	Airline reservation system. (Travel trade)
<b>Amenities</b>	Something that contributes to physical or material comfort. (stock used for handouts)
<b>Arbitration</b>	A means of settling disputes legally without going to court where the issue concerns the amount or merits of a claim. A qualified person or persons whose appointment has been agreed to by the parties involved, will hear the case and give a decision.
<b>Asset</b>	A property or financial commodity which can, if necessary, be converted into cash.
<b>Average</b>	In general insurance, this is a policy provision which has the effect of reducing a claim payment where under-insurance is discovered.
<b>Backpackers</b>	Low budget travel accommodation, including somebody who goes travelling; hiking and travelling using a rucksack.
<b>Betterment</b>	The value of the improvement in an insured property when it has been repaired or rebuilt or replaced following loss or damage.
<b>Bilking</b>	To cheat somebody out of what is due, especially money (e.g. not paying hotel bill).
<b>Brine</b>	Brine is water saturated or nearly saturated with a salt (usually sodium chloride).
<b>Business</b>	Description of the type of operation(s) applicable, as stated in the policy schedule.
<b>Cancellation Rate</b>	The number of people who cancel bookings, shown as a percentage of all bookings.
<b>Causation</b>	The direct cause of a loss uninterrupted by any other event.
<b>Collective Policy</b>	A policy issued by the leading Insurer on behalf of all the Insurers who share a risk by way of co-insurance.
<b>Company</b>	The insurance Company who carries the risk, or the legal entity of the Insured.
<b>Condition</b>	Part of a contract which must be complied with by one party or another.
<b>Consequential Loss</b>	A loss directly arising from another loss. The term is used to describe the class of business also known as Loss of Profits or Business Interruption insurance.
<b>Contra Proferentum</b>	Rule any ambiguity in contract wordings where the interpretation of a clause is construed against the drafter of those wordings.
<b>Cover Note</b>	Temporary evidence of the granting of insurance.
<b>Currency Converter</b>	A table or computer program that enables you to calculate what the value of a sum of money in one currency will be in another currency.
<b>Declaration</b>	The statement on a proposal form signed by the proposer certifying the truthfulness and accuracy and completeness of the information supplied.

<b>Deductible</b>	Similar in meaning to excess and being the first portion of a loss payable by the Insured.
<b>Deposit</b>	Money given in advance to show intention to complete the purchase of a product or service.
<b>Deposit Premium</b>	An advance payment made by the Insured before the actual premium has been decided.
<b>Depreciation</b>	The extent to which (insured) property has diminished in value due to factors such as wear and tear.
<b>Disclosure</b>	The duty of the parties to a contract of insurance to reveal all material facts to each other before it is concluded and thereafter as an ongoing obligation when material facts change.
<b>Endorsement</b>	Documentary evidence of some alteration to a policy of insurance.
<b>Escalator Clause</b>	The clause in a policy which allows the sum insured on property to rise throughout the period of insurance in step with the assumed rate of inflation.
<b>Ex Gratia Payment</b>	A payment made to an Insured where there is no liability under the policy.
<b>Exhibition Stand</b>	A separate area or structure at an exhibition or a commercial fair where a Company exhibits its products or services.
<b>Fairway</b>	The fairway is the closely mown area that usually runs between the tee box and putting green of a golf hole, and is the target for golfers on all holes other than par-3's (where you take aim at the green).
<b>Front Office</b>	The main office of a hotel or other establishments, with the reservations department and the reception desk.
<b>Food &amp; Beverage</b>	Food and drink as served in a hotel's or other establishment's restaurants, bars and room service.
<b>Galileo</b>	Airline reservation system. (Travel trade)
<b>Game Reserve</b>	An area of land where wild animals are kept for conservation and breeding.
<b>Gratuity</b>	Same as paying a tip.
<b>Greens</b>	The green, or putting green, is the culmination of a golf hole, where the flagstick and hole are located.
<b>Hazard</b>	A physical or moral feature that affects the likelihood of a loss occurring or has an influence on the size of the loss.
<b>Hospitality Industry</b>	Hotel, lodge, guest farm, or such businesses that provide traditional or short-term lodging, with or without food.
<b>Inbound Tourism</b>	Travellers arriving in South Africa from different countries outside of the South African borders.
<b>Indemnity</b>	The placing of the Insured in the same financial position after a loss as he was in immediately prior to the occurrence.
<b>Indemnity Form</b>	A signed document used for legal exemption from penalties or liabilities incurred through one's acts or defaults.
<b>Insurable Interest</b>	The principle which requires a person effecting insurance to have a legally recognised relationship to the subject matter of the insurance.
<b>Insured</b>	A person or legal entity that buys insurance cover, as stated in the policy schedule.
<b>Key Card</b>	An electronic card given to a guest at registration, which acts as a key to their room.
<b>Leisure Traveller</b>	Somebody who is going on holiday and is not travelling for business purposes.

<b>Loss Adjuster/Assessor</b>	An independent, qualified person who assesses the size or value of a loss on behalf of the Company.
<b>Loss Ratio</b>	The ratio of claims to premiums.
<b>Material Fact</b>	Anything which would affect the judgement of a prudent underwriter in accepting or deciding terms for a risk.
<b>Misdescription</b>	A false description of a material fact.
<b>Misrepresentation</b>	A false statement of a material fact which can be innocent or fraudulent.
<b>National Park</b>	A large area of unspoiled land owned and managed by the Government for private or recreational use by the public.
<b>Negligence</b>	Failing to act in what the law considers to be a reasonable and responsible manner.
<b>New for Old</b>	Insurance where the replacement value of the property which has been lost or damaged is payable without deduction for depreciation.
<b>Occupancy Rate</b>	A percentage indicating the number of bed nights sold (compared to the number available) in a hotel, resort, motel or destination.
<b>Off-Peak Tariff</b>	Lower charges applied when a service is not busy or cheaper fares and room prices when there are fewer travellers. (Off-season tariff)
<b>Operative Clause</b>	The clause in a policy which sets out the circumstances in which the Insurers will make claim payments.
<b>Outbound</b>	When someone goes out of his or her own country. It can be for holidays, business, etc.
<b>Outfitter</b>	(hunting) An outfitter is a person who receives both compensation (i.e. money, services, or gifts) from hunters and provides outfitting services to hunters. Outfitting services include the providing of guides, guide services, equipment, stands, blinds, or transportation to and from the field for hunters.
<b>PAX</b>	Passengers. (fare-paying passengers who, directly or indirectly pay for services)
<b>Peril</b>	A contingency or fortuitous happening which could cause losses.
<b>Preamble Clause</b>	The clause in a policy which sets out the essential element of the contract.
<b>Premium</b>	The money paid by the Insured to the Company for cover as provided in the policy.
<b>Professional Hunter</b>	By definition, a professional hunter would be anybody who hunts and gets paid for it.
<b>Pro Rata Premium</b>	The premium based on the length of time for which the Company was actually at risk. It is calculated proportionally.
<b>Probability</b>	The chance of an event occurring.
<b>Provisos</b>	A condition attached to an agreement.
<b>Quantity Surveyor</b>	Somebody who calculates the amount of materials and cost of labour needed for a construction project or property valuations. (QS)
<b>Quarantine</b>	A situation in which a person or animal in a country is kept isolated for a period of time in case he/she carries a serious disease.
<b>Quota</b>	A fixed amount of something that is allowed.
<b>Questionnaire</b>	A printed list of questions, especially used in research and/or risk assessments.
<b>Rate</b>	The amount of money charged for something, e.g. for providing a service, or for calculating a risk premium.

<b>Rack Rate</b>	The accommodation rate quoted to the public. Group rates, convention, trade show, meeting and incentive travel rates can be negotiated or additional discount provided by accommodation entities after a loss, to improve occupation (discounted rack rates).
<b>Realia</b>	In library classification systems, the term “realia” refers to three-dimensional objects from real life such as coins, tools, and textiles that do not easily fit into the orderly categories of printed material. They can be man-made artefacts, tools, utensils, etc.
<b>Recreation</b>	Enjoyable activities that people do for fun.
<b>Reinstatement</b>	The making good of damaged property or the restoration of the sum insured after settlement of a loss on payment of an additional premium.
<b>Reinstatement-Sum Insured</b>	The restoration of the sum insured after it has been reduced through the payment of a claim.
<b>Repatriation</b>	The process of returning a vehicle back to one's country of origin.
<b>Replacement Cost</b>	The value of property as indicated by the current purchase price of a similar article.
<b>Reputation</b>	The opinion that people have of something or someone.
<b>Risk Management</b>	The process of analysing exposure to risk and determining how best to handle such exposure. The business discipline applied to manage those risks that may cause losses.
<b>Safe-Deposit Box</b>	A box or safe in a hotel or other establishment in which valuables such as money, jewellery or documents can be kept.
<b>Salvage</b>	Income from the sale of property on which a full settlement was made by the Company to the Insured.
<b>Schengen Treaty</b>	An agreement signed by certain European Union Countries, including Norway and Iceland, to end border controls and to allow free movement of goods and people within the treaty area and to harmonise external border controls. (Travel trade)
<b>Smoke Detector</b>	A device that is sensitive to smoke, and sets off alarms or sprinklers when it senses smoke.
<b>Statute Law</b>	Laws promulgated by the Government of a country.
<b>Subrogation</b>	The right of one party to stand in a place of another and take up the latter's legal rights against a third party in the name of the Insured.
<b>Sum Insured</b>	The monetary limit of the Company's (Insurer's) liability under a policy.
<b>Sundry Items</b>	Small items which are not listed in detail.
<b>Surveyor</b>	Somebody who examines buildings and activities to see if they are in good condition or meet certain standards.
<b>Tailormade</b>	Made to fit particular needs.
<b>Tee Box</b>	In common usage, "tee box" is just another term for teeing ground. The teeing ground is the starting point on each hole of a golf course. It is the area covered by the space in-between two tee markers and two club-lengths back from the tee markers.
<b>Tourist Attraction</b>	A special site or building which attracts a lot of tourists.
<b>Tourism</b>	Marketing of the enjoyable and other features of a travel destination, and provision of facilities and services for the pleasure travellers. (Tourist)
<b>Trade Shows</b>	Organised industry events, primarily used in business-to-business selling situations that bring both buyers and sellers together in one central location.
<b>Travel</b>	The action of moving from one country or place to another.



<b>Travel Agent</b>	An individual who arranges travel for individuals or groups. Travel agents may be generalists or specialists (cruises, adventure travel, conventions and meetings). The agents receive commission from accommodation, transportation companies and attractions for coordinating the booking of travel. They typically co-ordinate travel for their customers at the same or lower cost than if the customer booked the travel on his/her own.
<b>Trophy</b>	Any wild animal product, trophy, goods or merchandise.
<b>Under Insurance</b>	Insurance for a sum insured less than the value at risk.
<b>Unit of Currency</b>	The main element of counting the money of a country, e.g. dollar, pound, euro or yen.
<b>Unoccupied</b>	The premises are furnished but no person legally entitled to be on the premises is on such premises.
<b>Vacant</b>	Completely empty of either goods or persons legally entitled to be on the premises.
<b>Voucher</b>	A piece of paper which is given instead of money.
<b>Venue</b>	An agreed place where something will take place.
<b>Walked Guest</b>	A guest who has made a reservation which cannot be honoured, so that he or she has to be accommodated somewhere else.
<b>Warranty</b>	A condition, which must be complied with literally.
<b>Watchman</b>	Somebody who guards a building or property.
<b>Wet Sale</b>	The sale of beer and or other drinks.
<b>Wildlife Trader</b>	Means a person who may hawk, peddle, barter, exchange, offer, advertise, expose or have in his or her possession for the purpose of exhibition, display, sale, hawking, peddling, bartering or exchanging, any listed, threatened or protected species, and includes taxidermists and wildlife capturers.

## THE CONTRACT

This policy wording, the policy schedule and the risk assessment form, completed by the Insured, constitutes the contract between the Company and the Insured named in the policy schedule.

Any application or statement made by the Insured will form the basis of this policy and be an integral part thereof and the documents will be read together.

## 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 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 term '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 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

- 1.1 This Policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by:
- 1.1.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the aforementioned;
  - 1.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - 1.1.3
    - 1.1.3.1 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
    - 1.1.3.2 insurrection, rebellion or revolution;
  - 1.1.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
  - 1.1.5 any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any Section thereof;
  - 1.1.6 any attempt to perform any act referred to in Clause 1.1.4 or 1.1.5 above;
  - 1.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If the Company alleges that, by reason of Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6 or 1.1.7 of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

- 1.2 This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.
- 1.3 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 1.3 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, ethnic 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 1.3 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 risks

Except as regards the Sections:

- (a) Fidelity;
- (b) Stated Benefits; and
- (c) Group Personal Accident;

this Policy does not cover any legal liability loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- 2.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- 2.2 nuclear material, nuclear fission or fusion, nuclear radiation;
- 2.3 nuclear explosives or any nuclear weapon;
- 2.4 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. Asbestos exclusion (applicable to the Public Liability and Employers Liability Sections and Sub-Section D Liability of the Buildings Combined Section)

Notwithstanding any provision of this Policy including any Exclusion, Exception, or Extension or other provision which would otherwise override a General Exception, this Policy does not cover any:

- (a) legal liability;
- (b) loss;
- (c) damage;
- (d) cost or expense whatsoever; or
- (e) 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.

## 4. Computer losses

Special Extensions to General Exception 4 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:

- 4.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- 4.2 any legal liability of whatsoever nature;

4.3 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:

- 4.3.1 to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or
- 4.3.2 to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date; or
- 4.3.3 to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or program; or
- 4.3.4 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 program 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 4**

- A. Loss or destruction of or damage to the insured property by fire, explosion, lightning and earthquake or by the special perils referred to below or indemnified by the Employer's Liability or Motor Sections 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;
  - (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) unless specifically Insured as a separate item in the Schedule;
  - (e) in any structure not completely roofed unless specifically Insured as a separate item in the Schedule;
  - (f) being retaining walls unless specifically insured as a separate item in the Schedule;

PROVIDED THAT:

this Special Extension shall not apply to (c), (d), (e) and (f) if specifically described in the Schedule;

- 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 4 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.

## GENERAL CONDITIONS

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

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

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

### 2. Other insurance

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

### 3. Cancellation

#### 3.1 By the Company

This Policy, Policy Section or item may be cancelled at any time by the Company giving 30 (thirty) days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice.

#### 3.2 By the Insured

On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum premium for the period the Policy, Policy Section or item 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.

#### 3.3 Premium refund

The Company will not refund the Insured upon cancellation of the Policy, Policy Section or item for the remainder of the period of insurance up to renewal if the maximum amount stated in the Schedule for such property or Section is settled in terms of a claim.

This General Condition shall apply whether the Insured gave instruction for cancellation or the Company, for whatever reason.

### 4. Premium payment

#### Where premium is payable by Bank debit

The premium is due in advance and, if 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. The due date will be the first day of every calendar month where premium is payable monthly and the first day of each third or each sixth or each twelfth calendar month, following inception where premium is payable quarterly, half-yearly or annually.

Should an event occur which results in a claim during the month for which the premium has not been paid the Insured will be requested to first settle the outstanding premium before the claim can be processed.

If the premium, for two consecutive months (on submission of two debit orders) is not paid then the policy will be cancelled with retrospective effect from midnight on the last day for which the Company had received premium. No further request for premium payments will be made thereafter.

## 5. 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.

## 6. Prevention of loss

The Insured shall take all reasonable steps and precautions to prevent accidents or losses, including but not limited to, compliance and adherence to laws and regulations which are material to the risk. The Insured warrants that all laws, regulations, by-laws and rules that apply to the business or any other matter for which cover is provided in terms of this Policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date this Policy is issued, or are enacted after that date) shall be adhered to at all times. The failure to adhere to any applicable law, regulation, by-law or rule shall entitle the insurer to reject any claim where such failure is material to the claim.

## 7. Claims

### 7.1 Notice

The Insured shall on the happening of any event which may result in a claim under this Policy, at their own expense:

- 7.1.1 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;
- 7.1.2 shall as soon as practicable after the event or such further time as the Company may in writing allow, submit to the Company a claim in writing and give the Company such proof, information and sworn declarations as the Company may reasonably require;
- 7.1.3 shall immediately after the event inform the Police of any claim involving theft or (if required by the Company) loss of property and take all practical steps to discover the guilty party and to recover the stolen or lost property.

### 7.2 Unlawful use, theft, loss or malicious damage to property

In the event of any claim involving unlawful use of a motor vehicle or any theft or loss or malicious damage to property, the Insured or the person in whose control or under whose custody such articles are, shall report the occurrence to the Police immediately in the area where the loss has occurred and take all possible steps to trace the guilty party and to recover the stolen or lost property.

### 7.3 Injuries

In respect of any claim for personal injury under this Policy where such cover is granted all certifications, information and evidence required by the Company shall be furnished at the expense of the Insured and an injured person shall as often as required by the Company submit to medical examination at the Company's expense. The Company shall in the case of death be entitled to have a post mortem examination carried out.

### 7.4 Legal processes

The Insured shall immediately advise the Company of any impending prosecution or inquest and forward to the Company immediately any notice of claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

### 7.5 No admission of liability

The Insured shall not incur any expense (except as specifically provided for in this Policy) in making good any damage without the written consent of the Company, and shall not negotiate, pay, settle, admit or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without prior written permission from the Company.

## 7.6 Limitation of liability

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 except where cover is granted for Personal Accident, Stated Benefits or Group Personal Accident Benefits.

## 7.7 Prescription period

### 7.7.1 Expiry of claim

No claim shall be payable after expiry of 36 (thirty six) 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;

PROVIDED THAT:

this Condition shall not apply to claims under Sections (if applicable):

7.7.7.1 Business Interruption;

7.7.7.2 Fidelity Guarantee;

7.7.7.3 Stated Benefits or Group Personal Accident including Personal Accident (assault) under Money.

### 7.7.2 Rejections

No claim shall be payable unless the Insured claims payment by serving legal process on the Company within 6 (six) months of the rejection of the claim in writing and pursues such proceedings to finality.

## 7.8 Recovery

7.8.1 If, after payment of the claim in respect of lost or stolen property, such property is located or recovered, the Insured shall render all assistance and identification in the recovery of such property.

7.8.2 The Company shall pay for the reasonable cost in identifying such property.

7.8.3 Failure to assist the Company in the recovery of the said property the Insured shall become legally liable to repay the Company all payments and expenses in respect of the claim.

7.8.4 If the property was successfully recovered Hollard will be the rightful owner of the property.

7.8.5 If the Company replace or reinstate such vehicle the Company shall have the option to take ownership of the vehicle.

## 8. Company's rights after an event

8.1 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:

8.1.1 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;

8.1.2 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.

8.2 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.

- 8.3 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.

**9. Deliberate or fraudulent acts in making a claim**

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be voided or cancelled at the Company's discretion from the date of any fraudulent conduct:

- 9.1 if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any Insured event under this Policy is occasioned by the Insured's intentional conduct or that of any person acting on the Insured's behalf or with the Insured's connivance; or
- 9.2 if any fraudulent information and/or document, whether created by the Insured or any other party is provided to the Company by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or
- 9.3 if the quantum of any claim is deliberately exaggerated by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, the Insured shall repay to the Company all amounts which the Company may have previously settled in respect of all claims forfeited without prejudice to the Company's right to recover any other damages which the Company may have suffered as a result of the fraudulent conduct.

**10. 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.

**11. 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.

**12. 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 to 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.

**13. Collective insurance**

If this insurance is a collective insurance then the following amendment is made to General Condition 7 (1) above:

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



And General Condition 8 is substituted by the following:

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 such liability and without diminishing the right of the insurers to rely upon any conditions of this Policy:
  - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the lead insurer on behalf of all insurers to do so. The Insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not;
  - (ii) take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the leading insurer.
- (b) The Insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which the insurers shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.
- (c) In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurers shall thereafter not be under further liability in respect of such event.

## 14. Value Added Tax (VAT)

### 14.1 Definition

VAT shall mean the amount of Value Added Tax payable by the Insured or the Company to the revenue authorities in the Republic of South Africa.

### 14.2 VAT-inclusive Condition

It is understood and agreed that the monetary amounts as reflected in the sums insured and/or limits of indemnity shall be applied to the indemnity or amounts payable in terms of this Policy and to which sums the Terms, Conditions, Provisions and Limitations of this Policy shall apply, and value-added tax at the current rate as promulgated in legislation relating thereto.

Subject to such sums/limits of indemnity being adequate to embrace the amounts described under 14.1 and 14.2 above, the Company will, to the extent that the Insured is accountable to the tax authorities for value-added tax in respect of any payment in terms of this Policy, include the amount of such tax in the final settlement of any claim in terms of this Policy;

PROVIDED THAT:

the total amount payable for any Defined Event and the value-added tax related thereto shall not exceed the sum insured/limit of indemnity set against such Defined Event .

In circumstances referred to herein under which the Insured is required to bear the first amount of any loss (excess), such amount shall also be inclusive of value-added tax in like manner to the sum insured/limit of indemnity referred to above.

Furthermore, in the event of a change in the rate of VAT during the period of insurance, sums insured, limits of indemnity and, if appropriate, premiums shall be adjusted automatically.

**15. Consent to disclosure of private information**

- 15.1 The Insured acknowledges that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.
- 15.2 On behalf of the Insured and on behalf of anyone the Insured represents herein, the Insured hereby waives any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by the Insured, or on behalf of the Insured.
- 15.3 The Insured consents to such information being stored in the shared database and used as set out above.
- 15.4 The Insured also consents to such information being disclosed to any insurer or its agent.
- 15.5 The Insured further consents to any underwriting information being verified against legally recognised sources or databases.
- 15.6 The Insured agrees that this consent clause will survive the termination for whatever reason of the policy, including its cancellation or lapsing.

**16. Interest on payments**

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

**17. Law and jurisdiction**

Any dispute between the Insured and the insurers in connection with or arising out of the Policy shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of South Africa.

The Insured undertakes that they will not institute any action against the Insurers nor bring joinder proceedings against the Insurers in the court of any country other than the Republic of South Africa.

**18. Change of interest/disclosure/non-disclosure**

- 18.1 Before the Insured enters into a contract of insurance with an insurer, the Insured has a duty to disclose to the insurer every matter known, or that the reasonable person in a similar position could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.
- 18.2 The Insured has the same duty to disclose those matters to the Company before the Policy is renewed, extended, amended or reinstated.
- 18.3 Failure to comply with the duty of disclosure, the Company may be entitled to reduce its liability under the Policy in respect of a claim or may void the Policy from the date of the material change of risk or non-disclosure.
- 18.4 Further, the cover provided by this Policy shall be void with respect to any item insured:
  - 18.4.1 to which any alteration after the commencement of this insurance takes place;
  - 18.4.2 whereby the Insured's interest ceases except by will or operation of law;unless notice has been given to the Company in writing as soon as practicable after such alteration and an additional premium paid if required.

**19. Alterations to the business**

- 19.1 The Insured must immediately advise the Company in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties.
- 19.2 The definition of change referred to in 19.1 shall include but not be limited to:
  - 19.2.1 changes in the name of the Insured or directors or partners;
  - 19.2.2 changes to the address or location of the business;
  - 19.2.3 changes in the nature of the business activities, trade or occupation;

- 19.2.4 alterations in construction of the premises;
- 19.2.5 new business products not previously disclosed to the Company;
- 19.2.6 change of tenants if you are leasing out property;
- 19.2.7 additional premises occupied.

19.3 The Company may at its own discretion:

- 19.3.1 adjust the premium or terms of the Policy;
- 19.3.2 require additional Terms, Conditions or Provisions;
- 19.3.3 cancel the Policy in accordance with the Provisions of the Policy.

## **20. Insurable Interest**

- 20.1 The Insured must have an insurable interest in any item insured under this Policy at the date of the event giving rise to a claim.
- 20.2 If the Insured's insurable interest in an insured item is an interest other than as an owner or a good faith possessor of the goods (in terms of a credit agreement or else) who bears the risk or will suffer financial prejudice of loss, the Insured must advise the Company of the nature and extent of the insurable interest before the cover commences.
- 20.3 The cover for any such item will start only when the Company has given written confirmation and agreed to insure the property.
- 20.4 Should the nature or extent of the insurable interest in any item insured under this Policy change, the Insured must notify the Company immediately in writing of such change. Failure to do so may entitle the Company to reject the claim if the Insured's insurable interest was not agreed to by the Company.

## **21. Detention, confiscation and forfeiture**

This Policy does not cover any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or authorities.

## **22. Theft by false pretences and fraud**

This Policy does not cover loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and/or fraud.

## **23. Sanction limitation and exclusion**

The Company shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **24. Policy and Schedule**

The Policy and the Schedule together confirm the contract between the Insured and the Company and should be read as one document. Should there be any conflict in interpretation between the contents of the printed Policy and the contents of the Schedule, the Policy wording shall be given precedence.

## **25. Defective design, lack of maintenance and cost of maintenance**

The insurance provided by this Policy does not cover loss of or damage to property stated in the Schedule related to or caused by or attributable or relating to defective design, workmanship, construction or material or lack of maintenance or the cost thereof.

## **26. Gradual deterioration, wear and tear**

The Company shall not be responsible to pay for gradual deterioration and/or wear and tear to property stated in the Schedule which occurs over a period of time.

**27. National Building Regulations, faulty design and due care**

- 27.1 All property insured and specified in the Schedule must comply with the National Building Regulations and building plans duly approved by the applicable authority before building commenced.
- 27.2 The Company will not be responsible to pay for loss of or damage to property resulting from defective or faulty design, materials or workmanship.
- 27.3 It is the responsibility of the Insured to take reasonable and due care that property insured and specified in the Schedule complies with 27.1 and 27.2 above.

**28. Delay of cover**

- 28.1 No Section of this Policy will provide cover against loss or damage during the first 48 (forty eight) hours from commencement of the Policy caused by:
  - 28.1.1 bush- or grass fire;
  - 28.1.2 a named cyclone or cautionary in which warning was given of a potential tsunami.
- 28.2 This General Exception does not apply if this Policy cover directly follows a previous Policy Section that covers the same event without a break in cover.

**29. Territorial extension/sum insured limitation**

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties of the Policy the maximum liability or loss in respect of any claim under Policy Sections:

- 29.1 Property Combined;
- 29.2 Office Contents;
- 29.3 Business Interruption; or
- 29.4 Accidental Damage;

is limited to 10% (ten percent) of the sum insured in respect of the Section or the amount stated in the Schedule for incidental risks situated outside the territorial scope.

**30. Gas installations – LP gas**

It is a condition precedent to liability that all gas installations at the insured premises must adhere strictly to the SANS 100087 – 1 Code of Practices, specifications and/or standards and any subsequent amendments thereto.

**31. Obsolescence in the event of loss of or damage to:**

- 31.1 electronic motors;
- 31.2 telephonic communication equipment;
- 31.3 security control equipment (inclusive of cameras);
- 31.4 alarm and detection systems;
- 31.5 TV aerials including television transmission or reception equipment;
- 31.6 closed circuit cameras and monitors;
- 31.7 or any accessory or attachment relating thereto;

being the subject of a claim as insured for which there is no immediate replacement, or for which the agency or supplier in South Africa has discontinued the importation of such equipment, and provided that such equipment is not repairable, then such equipment will be considered obsolete.

In the event of the equipment being considered or declared obsolete, then at the option of the Company the basis of the indemnity will be cash-in-lieu and will be the original purchase or replacement costs thereof less a rate of depreciation based on an accumulative rate of 15% (fifteen percent) per annum, as from the date of purchase or installation, excluding labour and installation costs.

## **32. Dye-lots, patterns and textures**

Loss of or damage to any property (or portion of such property) being supplied or manufactured in specific dye-lots, colours, patterns or textures which is not available (in whole or in part) in such dye-lots, colours, patterns or textures, the Company will indemnify the Insured for the loss of the same as such is available to the nearest dye-lot, colour or texture as may be available in the required quantity.

## **33. Suspension of insurance cover**

The Company may at its option (subject to conditions of General Condition 3, Cancellation) suspend cover relative to any Section of the Schedule to this Policy in the event of:

- 33.1 the Insured failing to comply with any statutory or building requirement to which this insurance is subject;
- 33.2 any condition to which the Policy may be subject to in writing or endorsement by the Company and thereafter directed to the Insured or appointed representative.

## **34. Fire protection**

It is a condition precedent to liability under this Policy that all firefighting equipment or fire protection at the premises is installed, maintained and serviced in accordance with the Regulations contained in the National Building Regulations or any other regulations as may be contained in the respective Emergency Services Bye-laws.

## **35. Building maintenance**

The Insured agrees that:

- 35.1 drainage systems on or near the insured premises;
- 35.2 gutters fitted to the building;
- 35.3 canals or any other natural water paths and pathways on or near the insured premises;

will be cleaned regularly and kept clean of debris, leaves, sand or other material that may cause obstruction of such flow of water.

Failure to adhere to the requirements stated in 35.1, 35.2 and 35.3 above and the Company alleges the loss or damage is material to such failure the Insured shall be responsible to pay the first 10% (ten percent) of each claim with a minimum of R2 500 (two thousand five hundred Rand) in addition to any other first amount payable.

## **36. Changes in Premiums and Conditions**

Hollard reserves the right to change or increase premiums from time to time or to amend the terms, conditions and exclusions of cover in respect of the Policy subject to 30 (thirty) days' notice in writing.

## GENERAL PROVISIONS

### 1. Claims preparation costs

The insurance 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 7 Claims or to substantiate the amount of any claim;

PROVIDED THAT:

- 1.1 the liability of the Company for such costs shall not exceed R250 000 (two hundred and fifty thousand Rand) or the amount stated in the Schedule, whichever is the greater, for each and every occurrence and in the annual aggregate applicable to all Sections cumulatively claimed under;
- 1.2 the Insured shall be responsible for the first 10% (ten percent) of each claim with a minimum of R1 000 (one thousand Rand).

### 2. Payments on account

In respect of any Section where amounts recoverable from the Company are delayed pending finalization 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, directors, partners or employees

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

### 5. Meaning of words

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

### 6. 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.

### 7. Schedule sums insured blank

If, in a Schedule of this Policy the sums insured, limit of indemnity or compensation is:

- 7.1 left blank or has no monetary amount stipulated against it;
- 7.2 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.

### 8. 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 rights of recourse against the said security firm. The Company shall not raise as a defence to any valid claim submitted under any Section or Sub-Section of this Policy that the Company's rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the insured property.

## 9. Security guard

This Provision shall apply individually to the following Sections of this Policy:

- 9.1 Property Combined;
- 9.2 Office Contents;
- 9.3 Theft;
- 9.4 Glass;
- 9.5 Goods in Transit;
- 9.6 Business All Risks;
- 9.7 Electronic Equipment.

The Company will compensate the Insured for the employment of guards necessary to protect the insured property following the occurrence of a defined event, but not exceeding R10 000 (ten thousand Rand) for each event unless stated otherwise in the Schedule.

## 10. Malicious damage

This Provision shall apply to the following Sections of this Policy:

- (a) Property Combined;
- (b) Office Contents.

The Company shall pay for loss or damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such loss or damage to the property insured and stated in the Schedule;

PROVIDED THAT:

this Extension does not cover:

- 10.1 damage related to or caused by fire or explosion;
- 10.2 loss of or damage to property for which indemnity is available in terms of the Theft Section of the Policy;
- 10.3 consequential loss or damage or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- 10.4 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- 10.5 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 10.6 damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 10.1, 10.2, 10.3, 10.4, 10.5 or 10.6 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 (thirty) 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 (thirty) consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

## 11. Fire-extinguishing charges

This Provision shall apply to the following Sections of this Policy:

Section	Limit of Indemnity	First Amount Payable
Property Combined	Reasonable cost not exceeding 20% of the sum insured	R1 000
Office Contents	Reasonable cost not exceeding 20% of the sum insured	R1 000
Goods in Transit	R10 000	R500
Motor	R10 000	R500
Electronic Equipment	R10 000	R500

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 the Section;

PROVIDED THAT:

the Insured is legally liable for such costs and the insured property was in danger from the fire.

## 12. Subsidence and landslip (limited cover)

This Provision shall apply to the following Sections of this Policy:

- (a) Property Combined;
- (b) Office Contents.

This Section is extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof provided that such loss or damage is not caused by or does not arise from:

- 12.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
- 12.2 alterations, additions or repairs to the building(s);
- 12.3 compaction or infill;
- 12.4 defective or faulty design, materials or workmanship;
- 12.5 excavations other than mining operations;
- 12.6 contraction and/or expansion of soil, clay or similar types or moist or damp;
- 12.7 removal or weakening of support to the insured property.

The Company will not be liable for:

- 1. loss of or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls unless the insured building(s) are damaged at the same time by the same event;
- 2. loss of or damage to solid floor slabs or any part of the insured property resulting from the movement of such slabs unless the foundation supporting the external walls of the insured building(s) are damaged by the same cause at the same time;
- 3. consequential loss whatsoever;
- 4. damage existing at commencement of cover.

The Company will not be liable for work necessary to prevent further loss or damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the insured property and any subsequent additions thereto.

The Insured will be responsible for the first R2 500 (two thousand five hundred Rand) of each and every occurrence giving rise to a claim.

If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.



## 13. Average

This Provision shall apply to the following Sections of this Policy:

- 13.1 Property;
- 13.2 Business Interruption;
- 13.3 Office Contents but not applicable to accidental damage to sanitary-ware;
- 13.4 Glass;
- 13.5 Electronic Equipment.

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.

Notwithstanding Average as defined above this Condition shall not apply to:

1. Business Interruption Section:

if the insured amount shown in the Schedule has been calculated using the Hollard LMI Business Interruption Calculator and your VAT inclusive turnover and other relevant figures from your income statement are as stated in the calculation from the approved calculator, then Average as defined will not apply.

2. Property Section:

if the insured amount in terms of building(s) stated in the Schedule has been calculated by an approved Hollard valuator then the specification of assets remains as stated in the valuation. The Average condition as defined shall not be applicable for 12 (twelve) months from the date of such valuation.

## 14. Power surge

The power surge clause is removed from the General Provisions and inserted to each of the following Sections:

- (a) Property;
- (b) Office Contents;
- (c) Accidental Damage;
- (d) Business Interruption with a combined limit as stated in 14.1 below.

- 14.1 Subject to the Definitions, Provisions, Specific Exceptions, Terms and Conditions in this Section, the Company shall indemnify the Insured up to R100 000 (one hundred thousand Rand) for each and every occurrence or series of losses from one event;

PROVIDED THAT:

- 14.1.1 the Insured shall be responsible for the first 10% (ten percent) with a minimum of R2 500 (two thousand five hundred Rand) or the amount stated in the Schedule for each and every claim and if the Insured can prove to the satisfaction of the Company an approved surge protector is installed, the Insured shall be responsible for the first R1 000 (one thousand Rand) only of each and every claim;
- 14.1.2 this cover will include loss or damage to refrigerated stock insured under the Fire Section columns 4 and/or 5 and there shall be no liability under this Extension for such interruption or interference of the Business for the first 24 (twenty four) hours;
- 14.1.3 this Provision shall not apply if the loss or damage is as a result of power surge caused by 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.

For the purposes of this Clause, supply shall be considered to have failed when the quantity or quality is inadequate for the purpose for which it is required.

**15. Period of insurance**

If the period of insurance (other than a first period of insurance) is for a period of less than 12 (twelve) months then the following amendments are made to the policy:

Section	Reference	Amendment
General Property Combined Business Interruption Accounts Receivable Motor	Adjustment of Premium Specific Condition b) in Stock Declaration Conditions Deposit Premium Clause Adjustment Clause Premium Adjustment Clause	The words "each period of insurance" are amended to read "each period of twelve consecutive months from the inception date or anniversary date"
Fidelity Guarantee	Defined Event	In addition to the defined events the following is added:  The amount payable during any one period of 12 (twelve) consecutive months from inception or anniversary date will 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 Your "Reduction/Reinstatement amount clause" applies).  If the sum insured is increased the 12 (twelve) consecutive months applies from the anniversary date.  Any reinstatement between the date of increase and the anniversary date will not exceed twice the sum insured.
Fidelity Guarantee	Reduction/Reinstatement of insured Amount Clause	The words "annual premium" are amended to read "12 (twelve) times the monthly premium" for policies with monthly periods of insurance and "4 (four) times the quarterly premium" or "2 (twice) the bi-annual premium" for policies with quarterly or half-yearly periods of insurance respectively.

**16. Locks and keys**

This Provision shall apply to the following Sections of this Policy:

- (a) Office Contents;
- (b) Theft;
- (c) Money.

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

- 16.1 any receptacle; or
- 16.2 the office premises;
- 16.3 after theft has taken place and the Company accepted liability for such claim;

PROVIDED THAT:

- 16.3.1 the premises is stated in the Schedule;
- 16.3.2 the liability of the Company shall not exceed R5 000 (five thousand Rand) in terms of 16.1, 16.2 or 16.3 or R10 000 (ten thousand Rand) in the aggregate any one event.

## 17. Property under construction or alteration

Property insured by this Policy in the course of erection and/or completion and/or alteration, until final completion of the contract, shall not exceed R2 500 000 (two million five hundred thousand Rand);

PROVIDED THAT:

this Exception shall not apply in respect of damage to:

- 17.1 any section of incomplete property which has been handed over for use by the Insured and has been satisfactorily tested and commissioned;
- 17.2 existing insured property caused by a Defined Event not otherwise excluded by this Policy.

## 18. Warranties and endorsements

If cover is subject to a specific warranty(ies) or requirement(s) or the premium was reduced as a result of receiving a discount for precautionary measures taken on any Section of this Policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, the Company may reject the claim.

## 19. Wildlife rangers

If a wildlife ranger employed by the Insured under a contract causes loss or damage, the Company agrees, if in terms of the said contract:

- 19.1 the Insured may not claim against the said wildlife ranger, not to exercise their rights of recourse against the said wildlife ranger
- 19.2 the Company shall not rise as a defence of 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 wildlife ranger relating to the services rendered at the insured property.

## 20. Post-trauma counselling benefit

If an insured event for which the Company has admitted liability under the policy causes trauma to:

- 20.1 the Insured or to an employee, visitor or guest of the Insured
- 20.2 the Company shall pay a benefit in respect of the costs necessarily incurred for the post-trauma counselling, up to a maximum of R5 000 (five thousand Rand) per person:
  - 20.2.1 with a limit of R50 000 (fifty thousand Rand) per any one event. Edition 4 – July 2011.

## 21. Medical evacuation and hospital guarantee benefit

The Company, at their discretion shall pay for:

- 21.1 any guest, employee or visitor of the Insured who is seriously injured or ill to be evacuated and admitted to hospital
- 21.2 the cover is limited to R50 000 (fifty thousand Rand) per person
- 21.3 the amount paid by the Company shall be refunded by the guest, employee or visitor:
  - 21.3.1 or recovered if any other insurance policy and or medical benefit is applicable
  - 21.3.2 excluding the first R1 000 (one thousand Rand) per person.

## 22. Search and rescue costs

The Company, at their discretion will in addition pay to the Insured reasonable search and rescue cost in respect of:

- 22.1 any employee, guest or visitor limited to R50 000 (fifty thousand Rand) per event
- 22.2 this amount will be recovered if any other insurance policy is applicable
- 22.3 no first amount payable.

**23. Emergency rescue damage to property**

The Company will pay for reasonable costs and expenses that is necessary to break down a door, security door, any window or glass and or burglar bars in order to gain access to a room where it is reasonably assumed that a guest, visitor or employee of the Insured:

23.1 is in an emergency related situation caused either by a medical problem or any incident

23.2 keys are not available to open the door to such room.

This extension is limited to R10 000 (ten thousand Rand) any one loss.

**24. Property protection costs**

The Company will reimburse the Insured all reasonable costs and expenses in effecting such temporary repairs, or repair of the burglar alarm system including boarding up and in taking such temporary protection measures, including the hiring of a watchman, guard and or wildlife ranger, as may be reasonably and necessary following an insured event provided that the Company's liability shall not exceed R25 000 (twenty five thousand Rand) in respect of any one event.

**25. Management cost**

*(incident/accident support)*

The Company will pay for costs to appoint an independent individual to assist the Insured following an insured event for which the Company has admitted liability under this policy:

25.1 the Company must approve the appointment in writing

25.2 the Company's liability shall not exceed R100 000 (one hundred thousand Rand) in respect of any one event

25.3 no first amount payable.

## PROPERTY COMBINED

### DEFINED EVENTS

Damage by the perils described

#### 1. In Sub section A

1.1 Damage to the buildings owned by You or for which You are responsible including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete, thatch 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 (excluding dam walls), gates, posts, fences and concrete, tarred, paved or stone (excluding gravel) covered areas, roads, driveways, paths or parking areas.

1.2 Damage to the contents owned by You including property held in trust or on commission for which You are responsible which shall include:

- 1.2.1 money up to R5 000 and stamps up to R5 000 (five thousand Rand)
- 1.2.2 documents, manuscripts and business books, plans and designs
- 1.2.3 computer system records
- 1.2.4 patterns, models and moulds

but in respect of 1.2.2, 1.2.3 and 1.2.4 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

1.2.5 personal effects not otherwise insured (including pedal cycles and tools) of principals, members, directors, partners or employees up to R10 000 (ten thousand Rand) per individual while in the building.

#### 2. Sub section B

Damage to public supply connections situated as stated in the schedule

- 3. Loss of rent as provided for in sub section C
- 4. Legal Liability as provided for in Sub section D

#### Sub Section A – Insured Perils

- 1. fire, lightning, thunderbolt, subterranean fire, explosion, excluding damage to property occasioned by its undergoing any heating or drying process;
- 2. storm, wind, water, hail or snow, excluding loss or damage:
  - 2.1 arising from its undergoing any process necessarily involving the use or application of water;
  - 2.2 wear and tear or gradual deterioration;
  - 2.3 caused by subsidence or landslip unless so described and specifically insured as a separate item
  - 2.4 being retaining walls and Gabions unless so described and specifically insured as a separate item
  - 2.5 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
  - 2.6 to any structure not completely roofed unless so described and specifically insured as a separate item
- 3. earthquake, earth tremor but excluding damage to property in the underground workings of any mine.
- 4. aircraft, other aerial devices or articles dropped therefrom;
- 5. impact by animals, rocks or boulders, trees, aerials, satellite dishes or vehicles, but excluding damage to such animals, rocks or boulders, trees, aerials, satellite dishes or vehicles;

6. acts of wild animals subject to the limit as stated in the policy schedule.
7. 7.1 Theft or attempted theft buildings
 

Theft or attempted theft provided that there is forcible and violent entry or exit, but if the building is left vacant for more than 60 (sixty) days in any one calendar year theft or attempted theft will not apply unless Hollard has given its prior consent in writing to extend cover.
- 7.2 Theft or attempted theft contents
 

Theft or attempted theft of contents owned by You or for which You are responsible which are normally used in the course and scope of Your business (as defined) at the address stated in the schedule, provided this is accompanied by forcible and violent entry and/or exit. If the building is left vacant for more than 60 (sixty) days in any one calendar year theft or attempted theft will not apply unless the company has given its prior consent in writing to extend cover.
8. power surge
9. accidental damage to internal and external glass, blinds and canopies, fanlights, skylights, greenhouses, conservatories, stoves, ovens, verandas, signwriting, shop fronts, frames, window displays, burglar alarm strips, wires and vibrators, sanitaryware, including all bathroom fixtures and fittings
10. accidental breakage or collapse of radio or television aerials, aerial fittings or masts and satellite dishes including damage to such television aerials, aerial fittings or masts and satellite dishes, household electrical and gas appliances including air conditioning units, burglar alarms and built in stoves, buildings up to an amount of R10 000 (ten thousand Rand) but excluding loss or damage caused by or resulting from:
  - 10.1 wear and tear
  - 10.2 depreciation
  - 10.3 electrical or mechanical breakdown
  - 10.4 rust, mildew, moth, vermin, insects
  - 10.5 scratching, denting or chipping
  - 10.6 Your own domestic pets
  - 10.7 any gradually operating clause
  - 10.8 any process of dyeing, cleaning or renovating
  - 10.9 the action of light or atmospheric conditions
  - 10.10 confiscation or detention by any process of law
11. 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; but excluding any wear and tear to such tanks, geysers, pipes, apparatus and fixed water or oil fired heating installation. Cover is as a result of an insured peril only.
12. geyser Maintenance (All Risks) – (if stated in the schedule to be included)
13. damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing equipment excluding damage caused or aggravated by freezing of the installation or appliances
14. leakage of any beverage from a fixed installation, including loss of such beverage;
15. malicious damage, as defined;
16. riot and strike, as defined.
17. Plant and machinery forming part of the swimming pools, boreholes, Jacuzzi and saunas, electrical doors, gates and gate motors provided that:
  - 17.1 Hollard's liability shall not exceed R5 000 (five thousand Rand) in respect of any one event
  - 17.2 Damage caused by or arising from wear and tear or gradual deterioration is excluded

18. Loss or damage caused by the total or partial failure of the public supply of electricity to Your premises provided that this section does not cover loss or damage resulting from damage directly or indirectly caused by:
- 18.1 drought
  - 18.2 pollution of water
  - 18.3 shortage of fuel or water
  - 18.4 a fault on any part of the installation belonging to You
  - 18.5 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 of property of such authority

Hollard shall not be liable in terms of this peril unless such interruption or interference extends beyond 24 (twenty four) hours.

## SPECIFIC CONDITION

### 1. Sub section B – Public Supply Connections

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

### 2. Sub section C – Rent and Levies

#### 2.1 Rent

Loss of rent as a result of the buildings insured being so damaged by any of the perils specified as to be totally untenable (including partially untenable) but only for the period necessary for reinstatement and for the amount not exceeding 25% (twenty five percent) 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.

#### 2.2 Levies

Loss of use to the registered owner of time share units during the indemnity period in consequence of damage by any of the perils specified as to be rendered untenable (including partial untenable) provided that:

- 2.2.1 the unit claimed for in terms of this extension must have suffered damage
- 2.2.2 the amount payable is limited to the actual value of the levy for one week that the unit is not available
- 2.2.3 Hollard shall not be liable for payment if a similar unit is available to the registered owner at the insured resort.

### 3. Sub section D – Property Owners Liability

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

### 4. The limit of Indemnity

The amount payable inclusive of any legal costs recoverable from You by a claimant or any number of claimants and other costs and expenses incurred with Hollard's consent for any one event or series of events with one original cause or source shall not exceed the amount of R2 500 000 (two million five hundred thousand Rand).

**SPECIFIC EXCEPTIONS (Applicable to this sub-section only)**

Hollard will not indemnify You under this sub section in respect of

1. Injury or damage sustained by:
  - 1.1 Any member of the same household as You
  - 1.2 Any person employed under a contract of service or apprenticeship and arising directly from and in the course of such employment by You
  - 1.3 Any other person resulting from the ownership of or use by or on behalf of You of mechanically propelled vehicles (except pedal cycles and lawnmowers)
2. Damage to property:
  - 2.1 Belonging to You
  - 2.2 In the custody or control of You or any employee of You
  - 2.3 Caused by vibration or by the removal or weakening of or interference with support to any land, buildings or other structure
3. Liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement
4. Liability:
  - 4.1 in respect of Injury, Damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden unforeseen and unintended occurrence
  - 4.2 in respect of the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence
5. Fines, penalties, punitive, exemplary or vindictive damages
6. Damages in respect of judgements delivered or obtained in the first instance otherwise than a court of competent jurisdiction within the Republic of South Africa, Botswana, Lesotho, Namibia and Swaziland
7. Costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in 6 above
8. Liability consequent upon injury or damage caused by or through or in connection with the trade, profession or occupation of You (other than as the property owner of the insured building)
9. Liability consequent upon injury or damage caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any locomotive, rolling stock, airborne craft, watercraft or mechanically propelled vehicle of any kind (other than lawnmowers and pedestrian controlled garden equipment).

**MEMORANDA TO THIS SUB-SECTION ONLY**

1. Where more than one insured is named in the schedule, Hollard will indemnify each insured separately and not jointly and any liability arising between such Insureds shall be treated as though individual policies had been issued to each, provided that the aggregate liability of Hollard shall not exceed the limit of indemnity stated in the schedule
2. Provided that the aggregate liability of Hollard is not increased beyond the limit of indemnity stated, the Insurer will also indemnify as though an individual policy had been issued to each:
  - a) In the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by You
  - b) Any partner or director or member or employee of You (if You so requests) against any claim for which You are entitled to indemnity under this insurance.
3. This sub section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power



4. If at the time of any event giving rise to a claim under this sub section, indemnity is also provided under any other insurance, this sub section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

## EXCLUDED PROPERTY

Hollard shall not be liable for damage to:

1. Land, lakes, earthworks, soil, lawns, outdoor shrubs, outdoor trees, outdoor plants and outdoor gardens. This exclusion shall not apply to landscaping or landscaped gardens which form an integral part of the insured property.
2. Dam walls and dam contents unless specifically insured. This exclusion shall not apply to reservoir type tanks used for the purpose of the business.
3. Outdoor grassed sports playing or recreational surfaces.
4. Outdoor parking surfaces unless any such property forms part of the insured property.
5. Roads, driveways and pavements, which are not tarred or paved.
6. Road bridges.
7. Aircraft runways and aprons.
8. Overhead transmission lines or overhead distribution lines and their supporting structures beyond 150 (one hundred and fifty) metres of the boundaries of the insured premises.
9. Property in the course of construction.
10. Locomotives, railway rolling stock, railway lines and railway platforms.
11. Employees' own land, improvements thereon and contents thereof.
12. Explosives (other than small arms ammunition).
13. Growing timber, growing crops.
14. Animals, birds or fish other than cover provided in terms of the extensions relating to Koi fish, Trout stock, Guard dogs and Horses.
15. Bullion.
16. Precious stones (other than in respect of property of the Your employees whilst on the Insured's business or forming part of any curio shop stock).
17. Aircraft, watercraft.
18. Motor Vehicles other than Yours under the Motor Vehicles whilst parked item in the schedule of Liability Limits and Deductibles, provided that this policy will not be called into contribution with any specific motor vehicle insurance.
19. Property more specifically insured except for the excess beyond the amount payable under such specific insurance.
20. Property which at the time of any loss or damage is insured by or would but for the existence of this insurance be insured by any Marine insurance except in respect of any excess beyond the amount which would have been payable under such Marine insurance had this insurance not been effected.

## DEFINITIONS

<p>Malicious damage</p>	<p>The deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage provided that this insured event does not cover</p> <ol style="list-style-type: none"> <li>1. movable property which is:               <ol style="list-style-type: none"> <li>1.1 stolen;</li> <li>1.2 damaged in an attempt to remove it from any premises owned or occupied by the Insured;</li> </ol> </li> <li>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;</li> </ol>
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<p>Malicious damage (cont...)</p>	<p>3. immovable property owned or occupied by the Insured occasioned by or through or in consequence of:</p> <p>3.1 the removal or partial removal or any attempt thereat;</p> <p>3.2 the demolition or partial demolition or any attempt thereat;</p> <p>of the said immovable property or any part thereof with the intention of stealing any part thereof.</p> <p>Provided further that this insurance does not cover:</p> <p>3.3 damage related to or caused by a peril more specifically insured</p> <p>3.4 consequential or indirect damage of any kind or description whatsoever, other than loss of rent if specifically insured</p> <p>3.5 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;</p> <p>3.6 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;</p> <p>3.7 damage related to or caused by any occurrence referred to in General exception 1.1.1 to 1.1.7 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.</p> <p>If the Insurer alleges that, by reason of provision 3.3, 3.4, 3.5, 3.6 or 3.7, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.</p>
<p>Riot and strike (if stated in the schedule to be included)</p>	<p>Damage directly occasioned by or through or in consequence of:</p> <p>1. civil commotion, labour disturbances, riot, strike or lockout;</p> <p>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;</p> <p>provided that this extension does not cover:</p> <p>2.1 loss or damage occurring in the Republic of South Africa and Namibia;</p> <p>2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;</p> <p>2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;</p> <p>2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;</p>

Riot and strike (if stated in the schedule to be included) (cont...)

2.5 loss or damage related to or caused by any occurrence referred to in General exception 1.1.1 to 1.1.6 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 Insurer alleges that by reason of provisos 2.1, 2.2, 2.3, 2.4 or 2.5 loss or damage is not covered by this section, the burden of providing the contrary shall rest on the Insured.

## CLAUSES AND EXTENSIONS

### 1. Subsidence and landslip extension (if stated in the schedule to be included)

Sudden and unforeseen damage caused by subsidence or landslip

provided that You shall bear the first portion of each and every claim up to an amount calculated at 1% (one percent) of the sum insured on the property or R 5 000 (five thousand Rand), whichever is the greater.

This extension does not cover:

- 1.1 damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;
- 1.2 damage caused by or attributable to:
  - 1.2.1 faulty design or construction of, or the removal or weakening of support to, any building situated at the Insured's premises;
  - 1.2.2 workmen engaged in making any structural alterations, additions or repairs to any building situated at the Insured's premises;
  - 1.2.3 excavation on or under land.
- 1.3 consequential loss of any kind whatsoever except loss of rent/levies insured under this section.

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

### 2. Prevention of Access to Sub section C (if stated in the schedule to be included)

If property within a 50 km (fifty kilometres) radius of the premises stated in the schedule is lost or damaged by a peril reflected in defined events during the period of insurance and this prevents or hinders the use of or access to the property insured by this section, the Insurer will pay any loss or rent the insured may incur as a result thereof up to an amount not exceeding 25% (twenty five percent) of the sum insured on the affected property. The loss of rent calculation will be based upon the rent payable immediately preceding the loss or damage or its equivalent rental value.

### 3. All other contents clause

The term "all other contents" referred to in the definition of property in the schedule includes, but is not restricted to, personal effects, tools and pedal cycles, the property of the Insured or directors, employees of You in so far as such property is not otherwise insured. The benefit under this extension is limited to R10 000 (ten thousand Rand) per individual.

### 4. Alterations and misdescription clause

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

## 5. Alterations, renovations and maintenance to existing structures extension

This section is extended to include damage to the property stated in the schedule whilst undergoing any renovations, alterations, extensions, additions, refurbishing, installations, upgrading or maintenance as a result of a defined event, provided that:

- 5.1 the liability of Hollard shall be limited to an amount of R20 000 (twenty thousand Rand);
- 5.2 You shall bear the first amount payable stated in the schedule.

## 6. Alternative replacement conditions (design capacity) clause

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

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

## 7. Beverage leakage

Hollard will pay up to R25 000 (twenty five thousand Rand) for damage to Your insured property caused by the leakage of beverages from fixed installations including the resultant loss of beverages but excluding the first R1 000 (one thousand Rand) in respect of every claim

## 8. Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to the property other than stock and materials in trade for an amount not exceeding 15% (fifteen percent) of the sum insured thereon, it being understood that You undertake to advise Hollard each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

## 9. Clearance, demolition and erection of hoardings extension

Following loss or damage by a defined event and notwithstanding that physical loss or damage to property may or may not have occurred Hollard shall indemnify You for costs and expenses incurred in respect of provision, maintenance, erection and dismantling of hoardings; propping, covering and protection of property; demolition, storage, removal and disposal of property; removal, storage and disposal of wreckage, debris, silt and water; clearing and restoring any site; regaining access to any site or works and restoring normal working conditions,

provided that:

- 9.1 Hollard's liability shall not exceed the amount stated in the schedule for this item, or if no amount is stated separately for this item, then Hollard's liability shall not exceed 25% (twenty five percent) of the amount payable in respect of such damage, provided that the total amount recoverable shall not exceed the sum insured on the property affected;
- 9.2 the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of Your claim.

## 10. Damage by Wild Animals

Hollard will pay up to R50 000 (fifty thousand Rand) in any one insurance period for loss of or damage to the insured property caused by the acts of wild animals but excluding damage caused by baboons. You shall be responsible for the first R2 500 (two thousand five hundred Rand) of every claim.

## 11. Death of guard and tracking dogs

The insurance is extended to include the death or bodily injury to guard/tracking dogs up to an amount of R20 000 (twenty thousand Rand) per event whilst on duty at Your premises. Hollard agrees to the animal's destruction if a qualified veterinarian surgeon certified in writing that the injury is untreatable and that the immediate destruction of the animal is imperative for humane reasons. The cost payable for an attending veterinarian regarding the injured dog will be included but subject to the limit stated for the event. The insured shall be responsible for the first R1 000 (one thousand Rand) of each claim.

## 12. Death of horses extension (if stated in the Schedule to be included)

Notwithstanding excluded property item 14, this section is extended to include the death of horses, belonging to You, as a result of a defined event or as a result of any emergency service operating at the insured premises due to such defined event, provided that the liability of Hollard shall not exceed the amount of R25 000 (twenty five thousand Rand) and the insured shall bear the first amount payable of R1 000 (one thousand Rand) each claim.

## 13. Deterioration of stock extension

This section is extended to include loss of or damage to stock in refrigeration, cold storage or cooling units by deterioration, spoilage, decomposition or putrefaction caused by a change in temperature resulting from failure of the public supply of electricity and/or gas, as a defined event in terms of this section, provided that the Hollard's limit of liability shall not exceed the amount of R25 000 (twenty five thousand Rand).

## 14. Disposal of salvage

Without diminishing the rights of Hollard to rely on the provisions of the General conditions in the event of a loss, Hollard agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without Your consent provided that You can show to the satisfaction of Hollard that to do so will prejudice their interests in which event You agree to allow Hollard to deduct from the amount of the claim an amount equivalent to the intrinsic value of any such property and You will retain such salvage. You will not be entitled under the provision of this clause to abandon any property to Hollard whether taken possession of by Hollard or not.

## 15. Escalator clause (if stated in the Schedule to be included)

During each period of insurance, the sum(s) insured under 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, You shall notify Hollard 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% (fifty percent) of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies

## 16. External signs, blinds, external canopies and umbrellas

This insurance is extended to include damage by a defined event to external signs, blinds, canopies and umbrellas limited to the premises as stated in the policy schedule all being property for which You are responsible up to R50 000 (fifty thousand Rand) per event. You shall be responsible for the first R1 000 (one thousand Rand) of each claim.

## 17. Fatal Injury Benefit

The insurance under this section provides a benefit following the fatal injury to any employee, guest or visitor, occasioned by Fire, Lightning, Explosion or act of Wild animal, provided that:

17.1 Cover is limited to a maximum of five persons per incident

17.2 Death ensues within three months of such injury

17.3 Such injury occurs on the premises of Your property

In that event an amount of R10 000 (ten thousand Rand) per person shall be paid to the estate of the deceased.

**18. Fire extinguishing Charges**

Any cost relating to the extinguishing or fighting of fire, shall be deemed to be damage to Your property and shall be payable in addition to any other payment for which Hollard may be liable in terms of this section and shall not be subject to any first amount payable, provided that You are liable for such costs and the property insured was in danger from fire.

The cost of recharging fire extinguishers, Your property, or used by them for the purpose of extinguishing a fire upon the premises or property, or being of threat to or causing loss or damage to the property insured and the reasonable amount of remuneration paid to any person(s) who assisted in the extinguishing of any fire or the prevention of such fire.

**19. Flood and Safeguard costs**

The reasonable cost to pump out water from the premises, or property of the Insured, following an insured event but limited to R20 000 (twenty thousand Rand) per event.

**20. Game fencing and gates (If stated in the Schedule to be included)**

This section is extended to include the cost of replacing property boundary, game fencing and gates following a defined event up to the amount stated in the schedule but excluding theft. This extension will exclude any inner fences, grids or holding facilities or the like unless specifically insured.

**21. Goods in the open**

Hollard shall pay up to R30 000 (thirty thousand Rand) in respect of damage caused by an insured peril to goods in the open situated on the insured premises. All goods shall be designed to be in the open. You shall be responsible for the first R1 000 (one thousand Rand) of each claim.

**22. Guests personal effects**

Hollard shall pay up to R20 000 (twenty thousand Rand) in respect of damage caused by an insured peril (excluding theft) to goods belonging to guests on the property, not more specifically insured. You shall be responsible for the first R1 000 (one thousand Rand) of each claim.

**23. Koi fish extension (if stated in the schedule to be included)**

Notwithstanding excluded property item 14, this section is extended to include the death of Koi fish, belonging to You, as a result of a defined event or as a result of any emergency service operating at Your premises due to such defined event, provided that the liability of Hollard shall not exceed the amount stated in the schedule and You shall bear the first amount payable stated in the schedule.

**24. Landscaped gardens extension**

The insurance under this section will indemnify You for the cost of restoring landscaped gardens damaged as a result of a defined event or damaged by any emergency service operating at Your premises as a result of a defined event, provided that the liability of Hollard shall not exceed the amount of R50 000 (fifty thousand Rand). You shall be responsible for the first R1 000 (one thousand Rand) of each claim.

**25. Limitations clause**

Hollard's liability under contents of the schedule is limited in respect of money and stamps up to R10 000 (ten thousand Rand) per any one event and documents, manuscripts, business books, plans, computer systems, records and media, designs, patterns, models and moulds to the value of materials and sums spent on labour.

## 26. Loss of Water

Hollard shall pay up to R10 000 (ten thousand Rand) for charges raised by a local authority for water lost through leakage from pipes on the Insured's property provided that the consumption reading must be at least 50% (fifty percent) more than the average of the previous four readings. You shall take immediate steps to repair the pipe(s) affected on discovery of a leak. This extension does not cover the cost of the remedial action including repairs to the pipe(s) affected. In addition, there is no cover for loss of water as a result of leaking taps, heating apparatus or toilet systems, from swimming pool structures or inlet and/or outlet pipes and whilst the property is unoccupied for 60 (sixty) consecutive days

## 27. Mortgagee clause

The interest of any mortgagee in this insurance 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 Hollard 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 Hollard.

## 28. Motor vehicles whilst parked extension

This insurance is extended to include the difference between the new replacement value and the retail value of motor vehicles being:

- 28.1 the property of the Insured,
- 28.2 in trust or on commission of the Insured,
- 28.3 in the custody or control of the Insured

but excluding vehicles belonging to guests to a maximum value of R500 000 (five hundred thousand Rand) which are damaged as a result of a defined event (but excluding impact damage) whilst parked at any premises occupied by You, provided that Hollard's liability in connection with any one source or original cause shall not exceed the limit stated in the schedule. This extension will only apply in respect of vehicles not older than 12 (twelve) months from date of manufacture when new.

## 29. Municipal plans scrutiny fee clause

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

## 30. Professional fees extension

The insurance 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,

provided that:

- 30.1 Hollard's liability shall not exceed the amount stated in the schedule for this item, or if no amount is stated separately for this item, then Hollard's liability shall not exceed 15% (fifteen percent) of the amount payable in respect of such damage, provided that the total amount recoverable shall not exceed the sum insured on the property affected
- 30.2 the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of Your claim.

## 31. Property at exhibitions and/or trade shows

This insurance is extended to include damage as defined to Your property (excluding laptops, cellular phones and all similar items but including property for which You are responsible whilst situated at exhibitions or trade shows), up to R50 000 (fifty thousand Rand) per event.

### 32. Property protection extension

This section is extended to include costs incurred by You by the necessity to employ security guards following a defined event in terms of this policy. The benefit under this extension is limited to R25 000 (twenty five thousand Rand) or three months, whilst the property is restored to the pre-loss condition

### 33. Property protection extension – Special Risk Perils

On the proviso that You have elected to incept Sasria cover this section is extended to include the reasonable security costs, preventative costs or protection of property costs incurred to prevent imminent loss as a result of a special risks perils as defined under the Sasria fire coupon. The benefit is limited to the limit stated in your Sasria fire coupon and or Policy Schedule

### 34. Public authorities' requirements clause

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

34.1 the amount recoverable under this clause shall not include:

34.1.1 the cost incurred in complying with any of the aforesaid regulations

34.1.1.1 in respect of damage occurring prior to granting of this clause;

34.1.1.2 in respect of damage not insured under this section;

34.1.1.3 under which notice has been served upon the Insured prior to the happening of the damage;

34.1.1.4 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.

34.1.2 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.

34.1.3 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.

34.2 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 Insurer under this clause not being thereby increased.

34.3 if the liability of Hollard 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 Hollard under this clause in respect of any such item shall be reduced in like proportion.

34.4 the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

### 35. Public supply connections clause

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

### 36. Railway and other subrogation clause

You 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 or standard forms of contract issued by Professional or Industry Associations.



## 37. Reinstatement value conditions

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

provided that:

- 37.1 the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to your requirements subject to the liability of Hollard 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
- 37.2 until expenditure has been incurred by You in replacing or reinstating the property Hollard 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
- 37.3 if at the time of replacement or reinstatement, the sums representing the cost which would have been incurred in replacement or reinstatement if the whole of the Your property had been damaged, exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then You shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision
- 37.4 these conditions shall be without force or effect if:
  - 37.4.1 You fail to intimate to Hollard within six months of the date of damage or such further time as Hollard may in writing allow their intention to replace or reinstate the property
  - 37.4.2 You are unable or unwilling to replace or reinstate the property on the same or another site.

## 38. Removal of trees extension

This section is extended to include costs incurred by You in the:

- 38.1 removal of trees or branches, which have fallen as a direct result of a defined event, whether causing damage or not;
- 38.2 felling and removal of trees or branches, which as a direct result of a defined event now pose a threat to damage insured property,

provided that the liability of Hollard shall not exceed the amount of R10 000 (ten thousand Rand).

## 39. Search and rescue costs

Hollard, at their discretion will pay to the Insured reasonable search and rescue costs in respect of any employee, guest or visitor up to a maximum of R50 000 (fifty thousand Rand) per event. This amount will be recovered if any other insurance policy is applicable.

## 40. Seasonal Increases (Wet and Dry Stock)

During the months of December and January and for a period of 15 (fifteen) days immediately before and during the Easter Weekend, the stock sum insured will be deemed to have been increased by 10% (ten percent). No additional premium will be charged for this benefit.

## 41. Temporary removal clause

Except in so far as it is otherwise insured the property is covered whilst temporarily removed elsewhere on the premises stated in the schedule or to any other premises including transit by road, rail, or inland waterway anywhere within the territorial limits,

provided that:

- 41.1 unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Insurer shall not exceed 15% (fifteen percent) of the sum insured applicable to any item;
- 41.2 the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on that part of the premises from which the property is temporarily removed.

**42. Tenants clause**

Hollard's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without Your knowledge. You shall, however, inform Hollard 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 Your knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by Hollard.

**43. Trout stock extension (if stated in the Schedule to be included)**

Notwithstanding excluded property item 14, this section is extended to include the death of Trout stock, the property of the Insured, as a result of contamination or pollution of the Trout dams from chemicals or waste, provided that the liability of Hollard shall not exceed the amount of R25 000 (twenty five thousand Rand) and the insured shall bear the first amount payable stated in the schedule.

**44. Valuation of works of art clause**

The basis for the application of average and for the settlement of any loss or damage in respect of works of art and antiques shall be the value as certified by a professional valuer.

**45. Valuation of library items clause**

The basis of valuation and loss settlement in respect of loss or damage to library items shall be the aggregate price paid for all items purchased in the year prior to the period of insurance divided by the number of items purchased in such year multiplied by the total number of items in the library at the time of loss or damage plus 30% (thirty percent),

provided that:

should a sum insured greater than the average value be required in respect of a specific item then its existence and replacement or intrinsic value must be substantiated by verifiable documentary evidence from a recognised or professional source.

## OFFICE CONTENTS

### 1. SUB-SECTION A – CONTENTS

#### DEFINED EVENTS

Loss of or damage to the whole or part of the contents (as defined in Definition of contents) described in the Schedule, owned by the Insured or for which they are responsible, including alterations by the Insured as tenants to the building and structures, by:

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
6. special perils:
  - 6.1 storm, wind, water, hail or snow but excluding damage to property:
    - 6.1.1 arising from its undergoing any process necessarily involving the use or application of water;
    - 6.1.2 caused by tidal wave originating from earthquake;
    - 6.1.3 in the underground workings of any mine;
    - 6.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
    - 6.1.5 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
  - 6.2 aircraft and other aerial devices or articles dropped therefrom;
  - 6.3 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;

PROVIDED THAT:

this Defined Event special perils does not cover:

- 6.3.1 wear and tear or gradual deterioration;
- 6.3.2 damage caused or aggravated by:
  - 6.3.2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby exceeding R10 000 (ten thousand Rand) unless otherwise stated in the Schedule.
  - 6.3.2.2 subsidence or landslip;
  - 6.3.2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any damage;
  - 6.3.2.4 mildew, damp, rise in the underground water table, rising damp, rust, corrosion or rot.
7. accidental damage to sanitary-ware and fixed glass up to R50 000 (fifty thousand Rand) for each and every incident of such damage and the Insured shall be responsible to pay the first R1 000 (one thousand Rand);
8. theft;

PROVIDED THAT:

- 8.1 theft was accompanied by visible signs of forcible and violent entry to or exit from the premises or any attempt or accompanied with threat of violence;
- 8.2 the Company shall not be liable to pay more than 25% (twenty five percent) of the sum insured or the amount stated in the Schedule;
- 8.3 the Insured shall be liable for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) for each and every claim, or the amount stated in the Schedule.

## DEFINITION OF CONTENTS

1. Contents shall mean:
  - 1.1 all contents contained in the office and/or consulting room situated as described in the Schedule but excluding documents as defined in Sub-Section C;
  - 1.2 landlord's fixtures and fittings, the property of the Insured or for which they are responsible;
  - 1.3 property owned by any partner or director or employee of the Insured up to R10 000 (ten thousand Rand);
  - 1.4 the Company shall not be liable to pay for:
    - 1.4.1 electronic data and processing equipment of any description;
    - 1.4.2 computers and all related hardware and peripherals;
    - 1.4.3 information or data stored in or on any of the equipment defined in 1.4.1 and 1.4.2 or more specifically insurable under Electronic Equipment Section of the Policy;
    - 1.4.4 fax machines;
    - 1.4.5 telephone systems of any description;
    - 1.4.6 copier machines and scanners forming part of a data system or network.
2. Loss of or damage to the whole or part of the property insured under item C and defined in Sub-Section C and the consequences thereof Insured under item D and as described in Sub-Section D.
3. Loss and/or expenditure described in Sub-Sections B and E.

## LIMITATIONS

The Company's liability under this Sub-Section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour subject to R10 000 (ten thousand Rand).

## SPECIFIC EXCEPTION

This Sub-Section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique;
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of Sub-Section A), stock in trade, samples, motor vehicles and motor vehicle accessories, money, securities, stamps, jewellery or precious stones;
3. consequential loss.

## 2. SUB-SECTION B – RENT

### DEFINED EVENTS

Loss of rent actually incurred by the Insured in consequence of the office premises or portion thereof being so damaged by any of the perils specified in Sub-Section A as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this Sub-Section shall not exceed 25% (twenty five percent) of the sum insured or value (whichever is the lesser) of all contents of the office premises affected.

For the purpose of this Sub-Section, the term 'office premises' shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, to which prevents or limits access to the office premises.

## 3. SUB-SECTION C – DOCUMENTS

### DEFINED EVENTS

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded up to R50 000 (fifty thousand Rand) or the amount stated in the Schedule, whichever is the greater, towards labour and reinstatement cost.

## DEFINITION

The term 'documents' shall mean:

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

PROVIDED THAT:

duplicate records of such documents are maintained away from the insured premises described in the Schedule.

## LIMITATIONS

The Company's liability under this Sub-Section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour subject to a maximum of R50 000 (fifty thousand Rand).

## SPECIFIC EXCEPTION

This Sub-Section does not cover:

1. loss or damage caused by:
  - 1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;
  - 1.2 vermin or inherent defect or by processing, copying or other work upon the documents;
  - 1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others. This Exception shall not apply to any director who is also an employee of the Insured and whom the Insured have the right at all times to govern, control and direct in the performance of his work in the service of the Insured and in the course of the business;
2. wear and tear or gradual deterioration
3. costs involved in re-shooting films and audio-visual material and re-recording audio tapes.

## 4. SUB-SECTION D – LIABILITY DOCUMENTS

### DEFINED EVENTS

Legal liability as a direct consequence of loss of or damage to documents as defined in Sub-Section C and in respect of which payment, reinstatement or repair has been made or liability admitted by the Company under Sub-Section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because the Insured is required to bear the first portion of the loss. The Company will not pay more than R10 000 (ten thousand Rand) or the amount stated in the Schedule, whichever is the greater.

### SPECIFIC EXCEPTION

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

### MEMORANDUM

In respect of Sub-Section D only, General Exception 1 is deleted and replaced by the following:

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

## 5. SUB-SECTION E – INCREASE IN COST OF WORKING

### DEFINED EVENTS

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

The Company will not be liable to pay more than 25% (twenty five percent) of the sum insured in terms of Sub-Section A Contents.

### CLAUSES AND EXTENSIONS

#### Burglar alarm warranty

It is a condition precedent to the liability of the Company that a burglar alarm system will be installed in all premises stated in the Schedule and warranted that:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is/are not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the insurers will be entitled to request full information of the relevant log;
3. such alarm will 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.

#### PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

#### Alterations and misdescription

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

#### Capital additions

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sums Insured) to the property for an amount not exceeding 20% (twenty percent) of the sum insured thereon, it being understood that the Insured undertakes to advise the Company at the end of each period of insurance of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

#### New and additional premises

If the Insured occupies offices or consulting rooms other than those situated as stated in the Schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Malawi and Mozambique, the insurance by this Section shall apply as though such offices or consulting rooms were office premises within the meaning of this Section;

PROVIDED THAT:

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

**Removal of debris**

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

PROVIDED THAT:

the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the Schedule to be insured on the property affected.

The Company will not pay for any costs or expenses:

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

**Replacement value condition**

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

or

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

**Temporary removal**

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

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% (twenty percent) of the sum insured applicable to any item;
2. the amount payable under this Clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

**Temporary repairs and measures after loss**

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate R50 000 (fifty thousand Rand) during any one insurance period.

## Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the Terms, Exceptions and 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.

## Flood, fire and safeguard costs

Any cost relating to the extinguishing or fighting of fire, shall be deemed to be damage to the Insured's property and shall be payable in addition to any other payment for which the Company may be liable in terms of this section and shall not be subject to any first amount payable, provided the Insured is liable for such costs and the property insured was in danger from the fire.

The cost of recharging fire-extinguishers, the property of the Insured, or used by them for the purpose of extinguishing a fire upon the premises or property, or being of threat to or causing loss or damage to the property insured and the reasonable amount of remuneration paid to any person(s) who assisted in the extinguishing of any fire or the prevention of such fire.

The reasonable cost to pump out water from the premises or property of the Insured, following an insured event.

Any amount payable in terms of this clause is an indemnity over and above the sum insured by any item to the policy and shall not be subject to the conditions of average.

The reasonable cost required in the case of movable property to alternative storage of such property, whilst the property is being reinstated but limited to R20 000 (twenty thousand Rand) per any one event.

## Fatal injury benefit

This section provides a benefit following the fatal injury to any employee, guest or visitor, occasioned by fire, lightning, explosion, act of wild animals provided that:

1. cover is limited to maximum 2 (two) persons as stated above per incident
2. death ensues within 3 (three) months of such injury
3. in that event an amount of R10 000 (ten thousand Rand) per person shall be paid to the directors, executors or administrators of the deceased limited to R20 000 (twenty thousand Rand) per any one period of insurance.

## Loss of water

The Company will pay up to R5 000 (five thousand Rand) for any one incident limited to an aggregate of R10 000 (ten thousand Rand) per any one period of insurance for charges for water loss through leakage from pipes on the Insured's property provided that the Insured takes immediate steps to repair the pipe(s) affected on discovery of leak/damage (by physical evidence or on receipt of an abnormally high water account).

This extension does not cover:

1. the cost of repairs to leaking pipes
2. loss of water as a result of leaking taps, water heating apparatus or toilet systems, from swimming pool structures or inlet or outlet pipes
3. while the property is unoccupied for a period in excess of 60 (sixty) consecutive days
4. more than 2 (two) separate incidents in any period of 12 (twelve) months
5. the Insured shall be responsible for the first R1 000 (one thousand Rand) of each event.



## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to apply)

### Leakage — first loss

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

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

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

In respect of this Extension only, Defined Event 6.3.2.1 to this Section is deleted.

### Theft

Defined Event 8 is deleted and replaced by:

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

PROVIDED THAT:

1. the Company shall not be liable to pay more than 25% (twenty five percent) of the sum insured;
2. the Insured shall be liable for the first 10% (ten percent) of the claim minimum R500 (five hundred Rand) or the amount stated in the Schedule;
3. the provision for Average shall not apply to this Optional Extension.

### Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover 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 (i) above;

PROVIDED THAT:

this Extension does not cover:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 1, 2, 3, 4 and 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

**COST OF CLEARANCE, DEMOLITION, DEBRIS REMOVAL AND ERECTION OF HOARDINGS EXTENSION (if stated in the Schedule to be included)**

Following loss or damage by a defined event the Company shall indemnify the Insured for costs and expenses incurred in respect of provision, maintenance, erection and dismantling of hoardings, propping, covering and protection of property, demolition, storage, removal and disposal of property, storage and disposal of wreckage, debris, silt and water, clearing and restoring any site, regaining access to any site or works and restoring normal working conditions including additional cost for removing debris, trees or any parts thereof and silt

provided that:

1. the Company's liability shall not exceed the amount stated in the schedule for this item
2. the sum insured by this item shall be limited to an independently determined cost by the Company and shall be a first loss amount
3. the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim
4. the Company will not pay for any costs or expenses arising from pollution or contamination of property not insured by this policy and or section
5. the indemnity following upon a claim in terms of this extension shall not be subject to the Condition of Average.

## 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:

1. the Theft section of this Policy;
2. the Money section of this policy
3. the Glass section of this policy
4. the Goods in Transit section of this Policy;
5. defined event (1) 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 the event;
  - b) Hollard 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;
6. the Office Contents Section of this Policy;
7. any other material damage insurance covering the interest of the Insured;

but only in respect of perils insured under the Fire Section hereof and the additional perils stated in the Schedule to be included (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 7 and 8, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize 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 (thirty) days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

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

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

1. reduction in turnover;
- and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

#### 1. in respect of reduction in turnover

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover;

**2. in respect of increase in cost of working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

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

**Item 1 Gross profit (additional basis)**

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

1. reduction in turnover;
- and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

**1. in respect of reduction in turnover**

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover;

**2. in respect of increase in cost of working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

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

**Memo**

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

**Item 2 Gross rentals**

The insurance under this item is limited to:

1. loss of gross rentals; and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

**1. in respect of loss of gross rentals**

the amount by which the gross rentals during the indemnity period shall in consequence of the Damage fall short of the standard gross rentals;

## 2. in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of the loss of gross rentals thereby avoided;

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

### Item 3 Revenue

The insurance under this item is limited to:

1. loss of revenue;

and

2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

#### 1. in respect of loss of revenue

the amount by which the revenue during the indemnity period shall, in consequence of the damage, fall short of the standard revenue;

#### 2. in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the 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 (twelve) months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 (twelve) months.

### Item 4 Additional increase in cost of working

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

### Item 5 Wages (Number of weeks basis)

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

The amount payable as indemnity under this item will be the actual amount which the Insured shall pay as wages for such period to employees whose services cannot, in consequence of the damage, be utilized by the Insured at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the damage, be utilized by the Insured to the full;

PROVIDED THAT:

if the sum insured by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the damage had the damage not occurred, the amount payable will be proportionately reduced.

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

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

### Levies – Loss of use

The insurance provided under this item is limited to loss of use to the registered owner of timeshare or share block units during the indemnity period in consequence of the damage (as defined) but only for the period necessary for reinstatement

provided that:

1. the timeshare or share block units claimed for in terms of this extension must have suffered damage;
2. the amount payable is limited to the actual value of the levy for one week that the unit is not available;
3. Hollard shall not be liable for payment if a similar unit is available to the registered owner at the insured resort.

### DEFINITIONS

Indemnity period	The period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the damage.
Turnover	The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.
Revenue	The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.
Gross rentals	The money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered.
Gross profit – difference basis	<p>The amount by which:</p> <ol style="list-style-type: none"> <li>1. the sum of the turnover and the amount of the closing stock shall exceed;</li> <li>2. the sum of the amount of the opening stock and the amount of the uninsured costs.</li> </ol> <p>The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.</p>
Gross profit – additions basis	The sum produced by adding to the net profit the amount of the insured standing charges or, if there is no net profit, the amount of the Insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.
Uninsured costs	As specified in the Schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the Insured).
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
Insured standing charges	As specified in the Schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).

**Memo applicable to all definitions:**

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

<p><i>Standard turnover, standard revenue and/or standard gross rentals</i></p> <p>The turnover (revenue) (gross rentals) during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period</p>	<p>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.</p> <p>Note: If the damage occurs before the completion of 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.</p>
<p><i>Annual turnover, annual revenue and/or annual gross rentals</i></p> <p>The turnover (revenue) (gross rentals) during the twelve months immediately before the date of the damage</p>	
<p><i>Rate of gross profit</i></p> <p>The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage</p>	

**CLAUSES AND EXTENSIONS**

**1. 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.

**2. 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.

**3. Departmental**

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items 1 (gross profit), 2 (gross rentals) or 3 (revenue) relating to reduction in turnover/gross rentals/revenue and increase in cost of working, shall apply separately to each department or branch affected by the damage, except that if the sum insured by the relative item is less than the aggregate of the annual gross rentals (annual revenue) (sums produced by applying the rate of gross profit for each department or branch, whether or not affected by the damage, to the relative annual turnover thereof) (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12 (twelve)), the amount payable shall be proportionately reduced.

**4. Deposit premium**

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

- 4.1 In the event of the gross profit/gross rentals/revenue earned (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12 (twelve)) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% (seventy five percent) of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made in respect of the difference.

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

## 5. Output (alternative basis)

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

PROVIDED THAT:

- 5.1 only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption;
- 5.2 if the meaning of output be used:
- 5.2.1 the accumulated stocks clause shall be inoperative;
- 5.2.2 the memo at the end of the definitions shall read as follows:
- "If, during the indemnity period, goods shall be manufactured or processed other than at the premises for the benefit of the business either by the Insured or by others on behalf of the Insured, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period."

## 6. Salvage sale

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

- "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 (less the turnover for the period of the salvage sale) shall, in consequence of the damage, fall short of the standard turnover, from which sum shall be deducted the gross profit actually earned during the period of the salvage sale."

## 7. Ventilation Failure

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the failure of the ventilation system which controls the cooling or heating requirements of Your 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.

## 8. 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 You normally receive Your 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:

- 8.1 lack of maintenance or failure to test such equipment on a weekly basis;
- 8.2 normal wear and tear or gradual deterioration;
- 8.3 a shortage of fuel or the incorrect supply of fuel; and
- 8.4 a flat battery or battery failure at the time of starting the equipment.

## 9. Liquor Licence

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

- 9.1 if You shall be entitled to obtain payment for compensation under the provisions of any act of parliament in respect of the refusal to renew the licence, no claim shall arise under this section;



- 9.2 in the event of death, bankruptcy, incapacity, desertion of the premises or conviction of 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, You shall, where practicable and at the request of Hollard procure a suitable person to replace him and one to whom the justice will transfer the licence or grant the licence by way of renewal;
- 9.3 if the forfeiture of or refusal to renew the licence be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission by You to take any step necessary for keeping the licence in force, no claim shall arise under this section unless You or any other claimant hereunder shall prove to the reasonable satisfaction of Hollard that such matter was beyond his or their power or control;
- 9.4 if refused renewal suspension or forfeiture of the licence arises directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from an amendment of the law affecting the grant, surrender, refusal to renew, suspension or forfeiture of licenses no claim shall arise under this extension;
- 9.5 You shall, on becoming aware of any:
- 9.5.1 complaint against the premises or the control thereof
  - 9.5.2 proceedings against or conviction of the licensee, manager, tenant or occupier of the premises for any breach of licencing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regards to his honesty, moral standing or sobriety
  - 9.5.3 transfer or proposed transfer of the licence
  - 9.5.4 alteration in the purpose for which the premises are used
  - 9.5.5 objection to renewal or other circumstances which may endanger the licence or renewal thereof
- immediately give notice thereof in writing to Hollard and supply such additional information and give such assistance as Hollard may require.

## 10. Prevention of access

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

The Company will not be liable to pay more than 75% (seventy five percent) of the sum insured for each and every event not exceeding R20 000 000 (twenty million Rand).

## 11. Bilking extension

Hollard will indemnify You following loss as a result of bilking, provided that:

- 11.1 Hollard's liability shall not exceed R10 000 any one loss;
- 11.2 You shall bear the first R1 000 of each loss;
- 11.3 You have reported the loss to the Police.

## 12. Cancellation of reservations

This section is extended to include loss of deposits received for the reservation of accommodation in consequence of retaining such deposits (or a portion thereof) following cancellation or curtailment of the reservation up to a maximum of R20 000 per event.

Provided that such cancellation or curtailment resulted from:

- 12.1 Accidental injury or illness or death of:
  - 12.1.1 The guest for which the accommodation was reserved or any person with whom he/she arranged to travel or;
  - 12.1.2 A close relative, fiancé or close business colleagues of the guest
  - 12.1.3 Pregnancy of the guest's spouse/partner

- 12.2 Compulsory quarantine or in jury duty in a court of law being applicable to the guest or any person with whom the guest has arranged to travel
- 12.3 The permanent residence of the guest being burgled or damaged by fire, water or natural elements, necessitating the guest's return home
- 12.4 Any official requirement for the guest to attend emergency medical or public service and that such deposits cannot be recovered from any other source.

Hollard shall not be liable, if at the time the booking was made, the guest:

- was aware of any medical condition
- was receiving treatment at a medical facility
- was travelling against the advice of a medical practitioner, travelling for the purposes of obtaining medical treatment abroad, any chronic condition and/or
- was suffering from recurring illness of a serious nature.

### **13. Staff Stay away**

The insurance under this item is limited to R10 000 for losses incurred by You in the event of a staff stay away action, per event. This is limited to R20 000 per insurance period. No deductible is applicable in respect of this item.

### **14. Additional premises**

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

### **15. Poisoning, Disease, Pollution, Shark and Wild animal attack**

This insurance is extended to indemnify You up to a maximum of R100 000 for loss resulting in interruption of, or interference with the business due to:

- 15.1 murder or suicide
- 15.2 armed robbery
- 15.3 ptomaine, food and drink poisoning
- 15.4 contagious and infectious illness or disease or quarantine conditions
- 15.5 defective drains and sanitation
- 15.6 vermin or pests at the insured premises
- 15.7 pollution by oil, chemicals or other substance
- 15.8 shark attack or attack by wild animals
- 15.9 adverse weather conditions of sufficient intensity or strength and with the potential to cause damage to property or injury to persons
- 15.10 infestation of bees, wasps or hornets at the insured premises.

### **16. Undamaged Stock**

The insurance under this section will indemnify You, up to a maximum of R100 000 for loss of stock or materials in trade not directly affected by the damage which would have been utilised by the business during the indemnity period had the damage not occurred and which cannot be utilised during or after the indemnity period due to such stock or materials in trade:

- 16.1 having an expiry, sell by or best before date
- 16.2 a limited shelf life
- 16.3 perishing, deteriorating, spoiling, decomposing or putrefying due to it not being consumed, utilised or processed
- 16.4 being intended for a specific event.

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

**Extensions to other premises** – confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique and applicable to the following extensions:

### 1. Specified suppliers/sub-contractors

The premises of the direct suppliers and sub-contractors specified in the Schedule subject to stated limits;

PROVIDED THAT:

the Company shall not be liable to pay more than 25% (twenty five percent) of the gross profit amount towards any specified supplier/sub-contractor unless stated otherwise in the Schedule for each and every claim.

### 2. Specified customers

The premises of the direct customers specified in the Schedule subject to stated limits;

PROVIDED THAT:

the Company shall not be liable to pay more than 25% (twenty five percent) of the gross profit amount towards any specified customer unless stated otherwise in the Schedule for each and every claim.

### 3. Unspecified suppliers

The premises of any other of the Insured's direct 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;

PROVIDED THAT:

the Company shall not be liable to pay more than 10% (ten percent) of the gross profit amount towards any unspecified supplier unless stated otherwise in the Schedule for each and every claim.

### 4. Prevention of access – extended cover

Property within a 50 km (fifty kilometre) 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.

The Company will not be liable to pay more than 75% (seventy five percent) of the (gross profit), (gross rentals) or (revenue) for each and every event not exceeding R20 000 000 (twenty million Rand).

### 5. Public utilities – insured perils only

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.

The Company will not be liable to pay more than 75% (seventy five percent) of the (gross profit), (gross rentals) or (revenue) for each and every event not exceeding R20 000 000 (twenty million Rand).

### 6. Public utilities – extended cover

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:

6.1 drought;

6.2 pollution of water;

- 6.3 shortage of fuel or water;
- 6.4 a fault on any part of the installation belonging to the premises;
- 6.5 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;
- 6.6 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 interruptions 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 48 (forty eight) hours from commencement thereof.

The Company will not be liable to pay more than 75% (seventy five percent) of the (gross profit), (gross rentals) or (revenue) for each and every event not exceeding R20 000 000 (twenty million Rand).

#### **7. Public telecommunications – insured perils only**

- 7.1 property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured;
- 7.2 the transmission facilities network for the public authority mentioned in 7.1.

The Company will not be liable to pay more than 75% (seventy five percent) of the (gross profit), (gross rentals) or (revenue) for each and every event not exceeding R20 000 000 (twenty million Rand).

#### **8. Public telecommunications – extended cover**

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunications 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:

- 8.1 drought;
- 8.2 a fault on any part of the premises belonging to the Insured;
- 8.3 a decision by any authority or service provider to legally withhold the telecommunication facility from the Insured unless such decision is directly attributable to damage to property of such authority;
- 8.4 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 48 (forty eight) hours.

The Company will not be liable to pay more than 75% (seventy five percent) of the (gross profit), (gross rentals) or (revenue) for each and every event not exceeding R20 000 000 (twenty million Rand).

#### **9. Loss of game**

This section is extended to include loss resulting from a bush fire or flood and including costs incurred to minimise the loss with Hollard's written consent, up to a maximum of R1 000 000.

#### **10. Loss of tourist attraction**

This section is extended to include loss resulting in interruption or interference with the business due to prevention of access or damage to the tourist attraction up to a maximum of R1 000 000.

## 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 the Insured;

PROVIDED THAT:

the liability of the Company shall not exceed the sum 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 (thirty) days thereafter.

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

### SPECIFIC EXCEPTIONS

The Company will not pay for:

1. loss resulting from loss or damage to the books of account or other business books or records caused by:
  - 1.1 wear and tear or gradual deterioration or moths or vermin;
  - 1.2 detention, seizure or confiscation by any lawfully constituted authority;
  - 1.3 electrical or electronic or magnetic injury, disturbances or erasure unless the Insured maintains the duplicate records referred to in the duplicate records clause of this Section, in which case the Insured will be responsible for the first R500 (five hundred Rand) of each and every loss;
2. loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

### SPECIFICATION

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

1. the difference between:
  - 1.1 the outstanding debit balances;
  - and
  - 1.2 the total of the amounts received or traced in respect thereof;plus
2. the additional expenditure incurred in tracing and establishing customers' debit balances after the damage;

PROVIDED THAT:

if the sum insured under this item is less than the outstanding debit balances, the amount payable shall be proportionately reduced.

## DEFINITIONS

### Outstanding debit balances

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

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the damage;

and

3. any abnormal conditions 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 EXTENSIONS

### Adjustment

In consideration of the premium under this Section being provisional in that it is calculated on 75% (seventy five percent) of the sum insured, the premium will be adjusted as follows:

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

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

### Accountants

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.

### Declarations

The Insured shall, within 60 (sixty) days of the end of each month or other agreed period, provide the Company with 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.

### Duplicate records

Whether in electronic format or otherwise, the Insured shall maintain duplicate records 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 original documents.

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

### Protections

Whether in electronic format or otherwise, the Insured's books of account, or other business books or records containing details of outstanding balance, must be kept in a fire-resistant safe, cabinet or strong-room outside business hours unless they are being worked on or are required for immediate reference.

## **Transit**

The insurance under this Section includes loss as defined to the Insured's books of account or other business books or records, including all such records that are in electronic format, whilst in transit to or from the premises or residence of any director, partner, employee or accountant of the Insured.

## **Riot and strike**

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## THEFT

### DEFINED EVENTS

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

Loss or damage to all property of the Insured for which they are responsible at exhibitions and or trade shows as a result of theft accompanied by forcible and violent entry or exit outside business hours and limited to R5 000 (five thousand Rand) per event or as stated in the policy schedule.

The Company will also pay for loss or damage to property:

#### 1. Losses caused or accompanied by:

- 1.1 a thief or thieves being concealed upon the insured premises before close of business;
- 1.2 entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key) provided that the Insured shall establish to the satisfaction of the Company that such a skeleton key or device was used.

#### 2. Losses whilst in a building at any additional premises:

PROVIDED THAT:

- 2.1 such additional premises are advised to the Company within 30 (thirty) days from the time the risk attaches to the Company;
- 2.2 an additional premium, if any, is paid;
- 2.3 the Company's liability in respect of this Extension shall not exceed 50% (fifty percent) or the amount stated in the Schedule.

#### 3. Damage to buildings

Damage to the buildings including landlord's fixtures and fittings whether inside the buildings or attached to the outside of the buildings at the insured premises in the course of theft or any attempt thereat;

PROVIDED THAT:

the Company will not be liable to pay more than R10 000 (ten thousand Rand).

#### 4. Additional costs

The Company will also pay for costs incurred but excluding any amount recoverable under any other General Provision, Section or else incurred to:

- 4.1 loss of buildings, landlord's fixtures and fittings at the insured premises as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft;
- 4.2 temporary repairs in respect of all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage;

PROVIDED THAT:

- 4.2.1 the Company shall not be liable to pay more than R10 000 (ten thousand Rand) in the aggregate each and every event;
- 4.2.2 the Insured shall be responsible for the first R750 (seven hundred and fifty Rand) each claim.



## MEMORANDUM – ALL CONTENTS

The term 'all contents' includes personal effects, tools and pedal cycles the property of the Insured or any principal, partner, director or employee of the Insured in so far as such property is not otherwise insured up to R5 000 (five thousand Rand) in the case of any one person or R20 000 (twenty thousand Rand) in the aggregate any event.

## LIMITATIONS

The Company's liability under this Sub-Section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour subject to a maximum of R5 000 (five thousand Rand) any event.

## SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

## FATAL INJURY BENEFIT

This section includes a benefit in respect of the fatal injury to any person, staff, guests or visitors, sustained whilst on the Insured's premises and occasioned by visible violence caused by armed robbers, burglars and housebreakers

provided that:

1. cover is limited to maximum 5 (five) persons as stated above, per incident
2. death ensues within 3 (three) months of such injury
3. in that event an amount of R10 000 (ten thousand Rand) per person shall be paid to the directors, executors or administrators of the deceased
4. limited to R50 000 (fifty thousand Rand) per insured period.

## MONEY

### SUB-SECTION A

#### DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zambia, 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 limits stated in the Schedule.

#### DEFINITIONS

Money	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, prepaid vouchers, the property of the Insured or for which they are responsible
Receptacle	Any safe, strong-room, strongbox, till, cash register, cash box or other receptacle for money or any franking machine
Clothing	Clothing and personal effects not otherwise insured belonging to the Insured or to any principal, partner, director or employee of the Insured

#### CLAUSES AND EXTENSIONS

##### **Fraudulent misuse of credit cards and bilking (if stated in the Schedule to be included)**

The Company will indemnify the Insured for loss of money (as defined) arising out of the fraudulent misuse of any credit card by a customer of the Insured arising as a result of a customer of the Insured evading payment of his account (bilking)

PROVIDED THAT:

1. the maximum amount of indemnity hereunder shall be R25 000 (twenty five thousand Rand) per event or as stated in the schedule
2. the Insured shall be responsible for the first 10% (ten percent) of any loss subject to a minimum of R2 500 (two thousand five hundred Rand)
3. the Company will only indemnify the Insured under this extension if the financial institution whose credit card has been fraudulently misused refuses to reimburse the Insured the Insured reports any fraudulent misuse of a credit card to the financial
4. institution concerned within 24 (twenty) hours of discovery thereof by the Insured
5. the customer committing such fraud has completed a guest register notwithstanding that the information supplied may be false or incorrect
6. the Insured shall make every reasonable endeavour to trace the customer
7. this extension shall not apply to any person whilst employed under a contract of service with or apprenticeship to the Insured nor any person whilst hired or seconded from any other party into the service of the Insured or to any partner, principal, director or member of the Insured.

##### **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 shall not exceed R5 000 (five thousand Rand) any one claim.

## 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.

## SUB-SECTION B

### Personal accident (assault)

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 thereof, 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 (twenty four) calendar months in respect of:

• death	R10 000 (ten thousand Rand)
• permanent disability	R10 000 (ten thousand Rand)
• medical expenses	R10 000 (ten thousand Rand)
• reasonable expenses incurred, up to the sum specified, shall be payable in respect of surgical, dental, nursing home or hospital treatment (including the cost of artificial aid and prostheses and the cost and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 (twenty four) months of the defined event	The Company shall not be liable to pay more than R15 000 (fifteen thousand Rand)

### MEMORANDA (applicable to permanent disablement benefits of Sub-Section B)

1. The Company shall not be liable to pay in respect of any one such person more than the capital sum.
2. This Extension shall not apply to any such person under 15 (fifteen) or over 70 (seventy) years of age.
3. 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 Provision is complied with to its satisfaction.
4. General Exception 2 and General Conditions 2 and 10 do not apply to this Extension.
5. 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 (applicable to the personal accident (assault) extension)

1. Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereof;
2. In the event of disappearance of any such person in circumstances which satisfy the Company that 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 (applicable to Sub-Section A)**

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 (fourteen) 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 strong-room unless the keys:
  - 3.1 are obtained by violence or threats of violence to any person;
  - 3.2 are used by the key-holder or some other person with the collusion of the key-holder and the Insured can prove to the satisfaction of the Company that the key-holder or such other person had used the keys to open the safe or strong-room;
4. in an unlocked safe or strong-room whilst the portion of the premises containing such safe or strong-room is unattended but this Exception will not apply if it can be shown to the satisfaction of the Company that the key-holder to the safe or strong-room deliberately left it unlocked with the intention of allowing the money to be stolen;
5. not contained in a locked safe or strong-room 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 strong-room 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 a vehicle or, if not in such vehicle, is within 5 (five) 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) will be covered up to R3 000 (three thousand Rand) and such losses shall not be reduced by any first amount payable.

### **MEMORANDA (applicable to Sub-Section A)**

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 as insured (such person) as defined under this Section shall be subject to a compulsory First Amount Payable of R5 000 (five thousand Rand) or any other amount stated in the Schedule, whichever is the greater.
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.

### **OPTIONAL EXTENSION (applicable to Sub-Section A)**

#### **Riot and strike**

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 2.1, 2.2, 2.3, 2.4, 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## **SPECIAL CONDITIONS (applicable to Sub-Section A)**

### **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% (twenty five percent) of the loss identifiable by this Section unless:

1. Cheques drawn by the Insured:
  - 1.1 the cheque has been drawn and crossed exactly in accordance with the "Recommended South African Insurance Association (SAIA) procedure for the 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
  - 1.2 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 direct by the cashier:
  - 2.1 such cheque has been crossed and marked 'not negotiable' and marked 'not transferable' immediately on receipt thereof by the Insured;
  - and
  - 2.2 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:
  - 3.1 the cheque has been drawn and crossed exactly in accordance with the "Recommended SAIA procedure for the drawing and crossing of cheques" or any other superior method approved by the SAIA;
  - or
  - 3.2 the cheque was dispatched to the Insured by certified post or any post where the security is equal or superior to certified post;
  - or
  - 3.3 the invoice of the Insured (to which the payment by cheque relates) contains a message (approved by the Company or SAIA) on it recommending or requiring that the cheque be drawn in accordance with the "Recommended SAIA procedure for the drawing and crossing of cheques".

## GLASS

### DEFINED EVENTS

Loss of or damage to internal and external glass (including fixed mirrors), sign-writing and treatment thereon at the Insured premises as stated in the Schedule, the property of the Insured or for which they are responsible.

Following loss of or damage to glass (including fixed mirrors), sign-writing and treatments, the Company will also indemnify the Insured for:

boarding up	the cost of such boarding up not exceeding R5 000 (five thousand Rand) each event
damage to shop fronts and the like	damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or not exceeding R5 000 (five thousand Rand) each event
removal and reinstallation	the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass not exceeding R5 000 (five thousand Rand) each event
watchman	the cost of employment of a watchman service prior to the placement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the Insured not exceeding R5 000 (five thousand Rand) each event

### DEFINITION OF GLASS

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate/float glass not exceeding 6 mm in thickness, whether coated with a film or not, or laminated safety glass not exceeding 8.0 mm in thickness.

#### Internal glass:

1. all internal glass, sinks, wash basins and sanitary ware and mirrors (other than hand mirrors) whilst in the premises;
2. showcase frames, display cabinets and counter frames whilst in the premises.

#### External glass:

1. external fixed glass forming part of the premises and any shatter-resistant or reflective film affixed to the glass;
2. ceramic tiled shop fronts.

### SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

## **OPTIONAL EXTENSIONS (if stated in the Schedule to be included)**

### **Riot and strike**

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 2.1, 2.2, 2.3, 2.4, 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

### **Special replacement**

If, following loss or damage insured hereunder, the Insured is obliged in terms of the National Building Regulations or similar legislation to replace the damaged glass with glass of a superior quality, then the Company shall be liable for the increased cost of such replacement including (but not limited to) frames therefore;

PROVIDED THAT:

if the cost of so replacing the whole of the insured property (inclusive of other items insured) is greater than the sum insured thereon at the time of the loss or damage, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

## FIDELITY GUARANTEE

### DEFINED EVENTS

The Company shall indemnify the Insured for losses occurring subsequent to the Retroactive Date stated in the Schedule and discovered during the period of insurance for:

1. loss of money and/or other property belonging to the Insured or for which they are responsible stolen by an Insured employee;
2. direct financial loss sustained by the Insured as a result of fraud or dishonesty of an insured employee which results in dishonest personal financial gain for the employee concerned;
3. loss sustained by the Insured directly caused by Theft by Computer Fraud:

**PROVIDED THAT:**

- 3.1 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 (twelve) months the Company's liability is limited to the sum stated in the Schedule during any twelve month period of insurance calculated from inception or renewal;
- 3.2 the liability of the Company for all losses shall not exceed the amount stated in the Schedule whether involving any one employee or Third Party or any number of employees or Third Parties acting in collusion or independently of each other and the Limit of Indemnity is the total aggregate amount of indemnity for which the Company shall be liable during any period of insurance for all legal persona and events insured under this Policy and payment of the total sum insured in any one period of insurance by way of indemnity to one or more of such insured persons shall discharge the Company's liability in respect of all insured persons and events under this Policy for that period of insurance;
- 3.3 where indemnity is provided to the Insured in terms of any insurance superseded by the Policy, the liability of the Company shall be limited to only that proportion of the loss which is not payable in terms of the superseded policy;
- 3.4 all acts committed by any one person or in which such person is involved or implicated will be considered one event;
- 3.5 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.

### DEFINITIONS

Employee	<ol style="list-style-type: none"> <li>1.1 any person while employed under a contract of service with or apprenticeship to the Insured;</li> <li>1.2 any person while hired or seconded from any other party into the service of the Insured whom 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;</li> <li>1.3 students, volunteers or persons employed on youth training or work experience schemes;</li> <li>1.4 any member of the board of trustees of any pension fund, provident fund or benefit fund as defined in the Income Tax Act 1962 established by the Insured for the benefit of employees referred to in 1.1.</li> </ol>
Defined Event 3 – Loss	<p>actual loss of money or monetary funds or negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is responsible;</p> <p><b>PROVIDED THAT:</b></p> <p>loss does not include a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequence of a business or trade risk or venture or other speculative enterprise or investment or the provision or receipt or any suretyship or other security.</p>



Theft	Dishonest appropriation of money, monetary funds or property with the intension to steal.
Computer Fraud	The unlawful making with intent to defraud of a misrepresentation by means of access to or use, disclosure, processing, deletion, insertion, amendment, interception or manipulation of the information, data, software or systems of the Insured or of any banking institution holding controlling or otherwise dealing with money or property of the Insured or for which the Insured is responsible which is initiated, implemented or completed electronically by use of a computer.

## SPECIFIC EXCEPTIONS

1. The Company shall not be liable for:
  - 1.1 loss resulting from or contributed to by any defined event by:
    - 1.1.1 any partner in or of the Insured to the extent that such partner would benefit by indemnity granted under this Policy;
    - 1.1.2 any principal, director or member of the Insured unless such principal director or member is also an employee;
    - 1.1.3 any employee from the time the Insured shall become aware that such employee has committed any fraud or dishonesty;
  - 1.2 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:
  - 3.1 manipulation of,
  - 3.2 input into,

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

This Exception does not apply to insured employees who are employed in the electronic data-processing department/area of any non-networked micro/personal computer.
4. The Company shall only be liable to the extent of the participation/shareholding of any uninvolved partners/principals/directors or members for an insured event in which any partner/principal/director or member of the Insured is or has been directly involved.

This Specific Exception only applies to partnerships, private companies or close corporations or trusts.

## 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:
  - 1.1 change the remuneration and conditions of service of any employee;
  - 1.2 in respect of any employee who is described in the Schedule by name, change his duties and position;
  - 1.3 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;
  - 1.4 make such other changes as are approved beforehand in writing by the Insured's auditors.
2. If the Insured shall sustain any loss to which this Section applies which exceeds the amount payable hereunder in respect of such loss, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the Company or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Company and the Insured to the extent of his co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.

## 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 purpose of this Section, be considered as being an employee for a period of 30 (thirty) days after he in fact ceased to be an employee.

### Other insurances

It is a condition of this Section that other than:

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

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

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

### Extortion

the Defined Event shall include loss due to the taking by extortion from the Insured of money and/or other property by intentionally and unlawfully subjecting the Insured or any director, member, partner, trustee or employee of the Insured or a relative or any such person to any threat of physical harm which includes such person to submit to the taking;

PROVIDED THAT:

the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity;

PROVIDED FURTHER THAT:

this Extension shall not entitle the Insured to indemnity in respect of any loss which is insured or which would be insurable in terms of a Theft, Money, Motor or Marine/Transit insurance Policy or any other more specific insurance covering money or goods.

### Retroactive cover – no previous insurance in force

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

### Superseded insurance

This Section will apply to defined events insured herein which occurred during the currency of any insurance superseded by this Section and specified in the Schedule;

PROVIDED THAT:

1. this Extension is restricted to losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the defined events;
2. the defined events are discovered within the sooner of 12 (twelve) months of the termination of the employment of the employee concerned or within 12 (twelve) 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 shall not be liable for any loss which occurred more than 24 (twenty four) months prior to discovery.

### Voluntary first amount payable

In addition to the amount payable by the Insured as reflected on the Schedule, 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 sum insured

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

PROVIDED THAT:

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

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

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 (twelve) months.

### Costs of recovery

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 this co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.

### Computer losses

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 (twenty four) 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, Provision 1.1.1 of the Defined Events is restated to read:
  - 1.1 1.1.1 "the Company is not liable for all losses which occurred more than 36 (thirty six) months prior to discovery."
2. If this Policy Section includes the Superseded Insurance clause, the period referred to in Provision 6 thereof is increased from 24 (twenty four) months to 36 (thirty six) months.

Extension granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 (twenty four) 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:

- (a) control;
- (b) fraud, dishonesty and theft detection;

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

- 2.1 Provision 1.1.1 of the Defined Events (which limits cover to that part of losses discovered within 24 (twenty four) months) and Provision 6 of the Superseded Insurance Extension Clause (if applicable) are deleted;
- 2.2 If any defined event is discovered more than 12 (twelve) months after:
  - 2.2.1 it was committed;
  - 2.2.2 the first event in a series of events committed by one person or a number of persons acting in collusion the amounts contained in the Compulsory First Amount Payable Clause or Schedule are increased as follows:
    - 2.2.2.1 if losses are discovered more than 12 (twelve) months after being committed but not more than 24 (twenty four) months thereafter, the first amount payable is increased by 50% (fifty percent);
    - 2.2.2.2 if the policy has been extended to cover that part of losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter, the first amount payable is increased by 75% (seventy five percent).

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

- 3. The First Amount Payable clause (or first amount payable as reflected on Schedule) for losses discovered more than 12 (twelve) 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 General Condition 7.2, 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 10 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.

## COMPULSORY FIRST AMOUNTS PAYABLE

### 1. 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 the amount stated in the Schedule which will be borne in full by the Insured and remain uninsured.

### 2. Computer losses first amount payable

The first amount payable specified in either of the first amount payable clauses in this Section is automatically increased by 100% (one hundred percent) if the defined event results from the dishonest:

- 2.1 manipulation of;
- 2.2 input into;
- 2.3 suppression of input into;
- 2.4 destruction of;
- 2.5 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 program.

**3. First amount payable for losses discovered more than 12 (twelve) months after they were committed**

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

- 3.1 it was committed;
- 3.2 the first event in a series of events is committed by one person or a number of persons acting in collusion the amounts contained in the first amount payable clause are increased as follows:
  - 3.2.1 If losses are discovered more than 12 (twelve) months after being committed but not more than 24 (twenty four) months thereafter, the first amount payable is increased by 100% (one hundred percent);
  - 3.2.2 If the policy has been extended to cover that part of losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter, the first amount payable is increased by 150% (one hundred and fifty percent).

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.

## GOODS IN TRANSIT

### DEFINED EVENTS

Loss of or damage to whole or part of the property described in the Schedule including tarpaulins and packing material not otherwise insured, 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 (excluding as a result of hijacking of the load-carrying vehicle) not otherwise excluded;

PROVIDED THAT:

**1. First Amount Payable**

the Insured shall be responsible for the first amount payable stated in the Schedule in respect of each and every defined event except a claim resulting from fire, lightning or explosion;

**2. Limit of liability**

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;

**3. Clearing up and removal of debris costs**

the insurance under this Section includes costs necessarily incurred by the Insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to the maximum amount of R10 000 (ten thousand Rand) or the limit stated in the Schedule in respect of any one defined event;

**4. Conveyance**

the Company shall not be liable for loss or damage if such loss or damage occurs whilst in the custody or control of any carrier unless recognised and reputable.

### MEMORANDA

#### Period of transit

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 (ninety six) 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.

#### Refusal

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.

#### Other means of transport

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.

## Breakdown

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 utilization of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

## Property

Property shall be deemed property usual to the Insured's business including ropes, tarpaulins and packaging materials in connection with the transit.

## Conveyance

Means of conveyance shall be deemed to be by road, rail or air.

## Basis of valuation

The amount claimed shall be calculated as follows:

1. in respect of new goods:
  - the replacement value of the property by similar property in a condition equal to, but not better nor more extensive than its condition when new;
2. in respect of goods that are not new:
  - 2.1 the market value of the goods immediately before the insured event;
  - or
  - 2.2 the repair of the property to a condition substantially the same as, but not better than, its condition immediately before the Insured event.

## OPTIONAL EXTENSIONS (if stated in the Schedule to be included)

### Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## **RESTRICTED COVER (if stated in the Schedule to be applicable)**

### **Fire, lightning, explosion, collision, derailment and overturning and theft following the event limitation**

The insurance under this Section is limited to loss or damage resulting from fire, lightning, explosion, collision, derailment and overturning and theft following the event of the means of conveyance described in the Schedule;

PROVIDED THAT:

1. collision shall not constitute impact with inequalities in the road or other surfaces or shifting of the load while in motion;
2. theft is not subject to violent and forcible entry and or exit.

## **SPECIFIC EXCEPTIONS**

The Company shall not be liable for:

1. loss or damage resulting from or caused by:
  - 1.1 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 from;
  - 1.2 inherent vice or defect, vermin, insects, damp, mildew or rust;
  - 1.3 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
  - 1.4 or arising whilst in transit by sea or inland transit incidental thereto;
  - 1.5 breakdown of refrigeration equipment;
  - 1.6 detention, confiscation or requisition by customs or other officials or authorities;
  - 1.7 loss or damage attributable to or as a result of overloading of the goods carrying vehicle;
  - 1.8 seizure of the conveying vehicle and insured property as stated in the Schedule by unlawful and forcible means;
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:
  - 4.1 cash, bank and currency notes, coins, credit card vouchers, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts for securities of any kind;
  - 4.2 property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique;
  - 4.3 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;
  - 4.4 livestock, pedigreed animals and game;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.



## BUSINESS ALL RISKS

### DEFINED EVENTS

#### Loss of or damage:

1. 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;
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:
  - 1.1 theft from any unattended vehicle;
 

UNLESS:

    - 1.1.1 the property is concealed in a completely closed and securely locked vehicle; or
    - 1.1.2 the vehicle itself is housed in a securely locked building;
    - 1.1.3 and entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit;
  - 1.2 its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
  - 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
  - 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
  - 1.5 detention, confiscation or requisition by Customs or other officials or authorities;
  - 1.6 theft or any attempt thereat or damage from any contract site or any other premises (including the Insured's premises) after normal business hours;
 

UNLESS:

    - 1.6.1 the property insured is contained in a securely locked building and the loss is accompanied by forcible, visible and violent entry into or exit from the building containing the property insured;
    - 1.6.2 loss by theft which is not identifiable with a specific incident of theft.
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. undeclared losses or shortages.

### 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.

### Replacement value

The basis upon which the amount payable is to be calculated shall be either:

1. 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
2. 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.

### OPTIONAL EXTENSIONS (if stated in the Schedule to be included)

#### Increase in cost of working

The insurance under this item is limited to expenditure not otherwise recoverable under this Section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this Section, for the purpose of maintaining the normal operation of the business, not exceeding R50 000 (fifty thousand Rand) or the amount stated in the Schedule.

#### Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 2.1, 2.2, 2.3, 2.4 or 2.5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## ACCIDENTAL DAMAGE

### DEFINED EVENT 1 – PROPERTY

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) of this Policy.

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

### SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof or for any excess payable by the Insured under such insurance, or for any reduction of the amount payable under any claim due to the application of average;
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. 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;
4. loss of or damage to insured property caused by:
  - 4.1 any fraudulent scheme, trick, device or false pretence practiced on the Insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the Insured;
  - 4.2 overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This Exception applies only to vessels, pipes, tubes or similar apparatus;
  - 4.3 breakdown, electrical, electronic and/or mechanical derangement;
  - 4.4 altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
  - 4.5 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;
  - 4.6 denting, chipping, scratching or cracking not affecting the operation of the item;
  - 4.7 termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light;
5. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
6.
  - 6.1 loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
  - 6.2 loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
7. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
8. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms);
9. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process.

## DEFINITION

### Insured property

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

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

### DEFINED EVENT 2 – LEAKAGE (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, apparatus or medical containers 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, apparatus or medical containers.

## CLAUSES AND EXTENSIONS

### Additional costs

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

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

and the sum insured on all insured property includes:

5. charges levied by any authorised fire brigade for their services;

but the Company shall not be liable under 1., 2., 3. or 4. unless the lost or damaged property is replaced or reinstated without undue delay nor under 4. for any expenses in connection with the preparation of the Insured's claim.

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

- 5.1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- 5.2 arising from pollution or contamination of property not insured by this Policy/Section.

## **Mortgagees**

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.

## **Restricted 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.

## **Tenants**

The Insured shall not be prejudiced by the act of any tenant in premises they own or in which they are a co-tenant 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**

### **Average**

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 Condition.

### **Excluded property**

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

### **First loss average**

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

### **Reinstatement value**

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:

1. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount that would have been payable if this clause had not been incorporated in this Section shall be made;
2. the Company shall not be liable for any payment beyond the amount that would have been payable if this clause 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;
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 lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the Insured shall be considered his own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this clause applies shall be separately subject to this Provision;
4. this Clause shall not apply if:
  - 4.1 the Insured fails to intimate to the Company within 6 (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;
  - 4.2 the Insured is unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

## HOSPITALITY PUBLIC LIABILITY

### DEFINED EVENTS

Damages which You shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed injury) or accidental loss of or physical damage to tangible property (hereinafter termed damage) which occurred in the course of or in connection with the business within the territorial limits on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against You in writing during the period of insurance.

### THE LIMITS OF INDEMNITY

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

### TERRITORIAL LIMITS

Anywhere in the world, but not in connection with:

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

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

### SPECIFIC EXCEPTIONS

Hollard will not indemnify You in respect of:

1. liability consequent upon injury to any person employed by You under a contract of service or apprenticeship and arising from and in the course of such employment by You
2. Damage to:
  - 2.1 property belonging to You
  - 2.2 property in the custody or control of You or any employee of Yours
  - 2.3 that part of any property on which You are or have been working if such damage results directly from such work
3. liability consequent upon injury or damage:
  - 3.1 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 Your direction
  - 3.2 caused by or through or in connection with the ownership, possession or use by or on behalf of You of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft larger than 15 m (fifteen metres) in length, locomotive or rolling stock, provided that this exception shall not relieve Hollard of liability to indemnify You 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
  - 3.3 caused by or through or in connection with:
    - 3.3.1 the refuelling of aircraft
    - 3.3.2 the ownership, possession, maintenance, operation or use of aircraft or an airline
    - 3.3.3 the ownership, hire or leasing of any airport, airstrip or helicopter pad, other than a sock landing airstrip

- 3.3.4 caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by You other than food or drink supplied incidentally for consumption on the premises
- 3.3.5 occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work
- 4. damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure
- 5. liability assumed by agreement (other than Your own standard conditions of contract) unless such liability would have attached to You notwithstanding such agreement
- 6. 6.1 liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence
- 6.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence

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

- 7. fines, penalties, punitive, exemplary or vindictive damages
- 8. 8.1 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
- 8.2 costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in 8.1 above
- 9. any claim arising from an event known to You
  - 9.1 which was not reported to Hollard in terms of General condition 6
  - 9.2 prior to inception of this section
- 10. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against You within the 48 (forty eight) month period (or extended period in respect of minors) as specified in specific condition 2
- 11. the first amount payable

You shall be responsible for the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by You.

## 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. Any claim first made in writing against You as a result of a defined event reported in terms of General condition 6 (hereinafter termed reporting event) shall be treated as if it had first been made against You on the same day that You reported the event to Hollard.
- 2. In the event of cancellation or non-renewal of the policy:
  - 2.1 any claim resulting from a reported event, first made in writing against You during the 48 (forty eight) months immediately following cancellation or non-renewal shall be treated as having been made against You on the same day that You reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant



- 2.2 You may report an event in terms of general condition 6 to Hollard for up to 15 (fifteen) days after cancellation or non-renewal, provided:
  - 2.2.1 such event occurred during the period of insurance
  - 2.2.2 any subsequent claim first made in writing against You 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 subjected to the 48-month period specified in 2.1 above.
3. Any series of claims first made against You 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 You:
  - 3.1 on the date that the event was reported by You in terms of General Condition 6 or
  - 3.2 if You were 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 You.

## EXTENSIONS

### 1. Extended reporting option

At Your option and subject to payment of an additional premium to be determined and subject to all the terms, exceptions and conditions of this section, Hollard agrees to extend the period during which You may report an event in terms of General condition 6 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period)

provided that:

- 1.1 this option may only be exercised in the event of Hollard cancelling or refusing to renew this section
- 1.2 this option must be exercised by You in writing within 30 (thirty) days of cancellation or non-renewal
- 1.3 once exercised, the option cannot be cancelled by either You or Hollard
- 1.4 You have not obtained insurance equal in scope and cover to this section as expiring
- 1.5 Hollard shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal
- 1.6 claims first made against You or any reported event by You 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
- 1.7 the total amount payable by Hollard 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
- 1.8 any claim made, following a reported event during the extended reporting period, which is first made against You in writing more than 48 (forty eight) 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 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

### 2. Additional Insured

Hollard will also, as though a separate policy has been issued to each, indemnify

- 2.1 in the event of Your death, any personal representative of Yours in respect of liability incurred by You
- 2.2 any partner or director or employee of Yours (if You so request) against any claim for which You are entitled to indemnity under this insurance
- 2.3 to the extent required by the conditions of any contract (and notwithstanding Specific exception 5) and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by You for the purposes of the business
- 2.4 in respect of the activities of any social club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by You for the benefit of Your employees:
  - 2.4.1 any officer or member thereof
  - 2.4.2 any visiting sports team or member thereof

provided that:

1. the aggregate liability of Hollard 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 2.1, 2.2 and 2.3 applies only in respect of liability for which You would have been entitled if the claim had been made against You

For the purposes of this extension, Hollard 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. Breakout of Wild animals**

Hollard will indemnify you against all sums which you shall become legally liable to pay as damages, including the costs and expenses of recovering and relocating to your original premises or property from which they broke out consequent upon:

- 3.1 Accidental injury to any person
- 3.2 Accidental damage to property

Occurring during the period of insurance arising from animals breaking out of the perimeter fence of your premises or property.

The benefit payable under this section is limited to a maximum of R250 000 (two hundred and fifty thousand Rand) any occurrence and in the annual aggregate.

### **4. Security Firms**

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

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

### **5. Cross Liabilities**

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

### **6. Pollution and Spread of Fire**

You are indemnified by this extension in accordance with the operative clause in respect of claims first made against you during the period of insurance for and/or arising out of injury and/or damage but only against claims arising out of or in connection with the nature or condition of any such pollution and/or spread of fire but only to the extent that you can demonstrate that:

- 6.1 Such pollution or spread of fire was the direct result of a sudden, specific and identifiable event occurring during the period of insurance
- 6.2 You had taken all reasonable precautions and complied with the requirements of the Veld and Forest Act, to prevent loss by pollution or spread of fire.

It is understood and agreed that injury and/or damage occurring during the period of seventy two hours caused by spread of fire shall be deemed a single occurrence for the purposes of this extension.

## 7. Tool of Trade

Specific exception 3.2 shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that Hollard 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 Hollard be liable where any other form of motor insurance has been effected by You covering the same liability.

## 8. Employees' and visitors property

Specific exception 2.2 shall not apply to property belonging to any partner, director or employee of You or any visitor to Your premises.

## 9. Liability by agreement

Notwithstanding the provisions of specific exceptions 2.2, 3.2 and 5, this section extends to indemnify You:

- 9.1 against liability assumed by You under any contract entered into with or indemnity given to Transnet, government of quasi-government departments, provincial administrators, 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
- 9.2 against liability arising from loss of or damage to property belonging to Transnet while in Your custody or control
- 9.3 in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of You at any railway siding.

## 10. Unattached trailers

Specific exception 3.2 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:

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

## 11. Emergency medical expenses

Hollard shall indemnify You for all reasonable expenses incurred by You 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 You in terms of this section.

## 12. Car Parks

Notwithstanding the provisions of specific exception 2.2, Hollard will indemnify You in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and accessories, the property of tenants, customers, visitors or employees of You using parking facilities provided by You.

## 13. Tenant's liability

Specific exceptions 2.2 and 3.2 of this section shall not apply to premises occupied by You as tenant (but not as the owner) thereof.

## 14. Products liability (if stated in the Schedule to be included)

Notwithstanding anything to the contrary contained in specific exception 3.3.4, Hollard will indemnify You in respect of defined events happening anywhere in the territories stated in the schedule elsewhere than at premises occupied by You, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by You in connection with the business.

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

**Additional specific exceptions (applicable to Products liability extension)**

This extension does not cover liability:

- 14.1 for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage.
- 14.2 For the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products.
- 14.3 14.3.1 arising from defective or faulty design, formula, plan or specification, but if You are a retailer this specific exception 3.3.2 does not apply if Your activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and Your activities do not include final preparation which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to Your original customers, nor include any enhancement, amendment or alteration to the product
- 14.3.2 arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification
- 14.4 arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft
- 14.5 In respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by or to Your order, if such goods or products have, to Your knowledge, been exported to the United States of America or Canada by or on behalf of You.

**15. Defective workmanship liability (if stated in the Schedule to be included)**

Specific exceptions 2.2 and 3.3.5 are deleted.

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

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

This extension does not cover liability:

- 15.1 for the cost of rectifying or recalling defective work
- 15.2 arising from inefficacy of such work or because the work did not produce the result anticipated or claimed
- 15.3 arising prior to the handing over of such work
- 15.4 arising from defective design
- 15.5 arising from any work on any aircraft or part thereof.

**16. Legal Defence Costs**

Hollard will pay for all costs, fees and expenses incurred with our prior consent in the investigation, defence or settlement of any claim made against You and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against You, provided such claim or claims are the subject to indemnity by this policy.

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

The defined events are extended to include damages:

- 17.1 resulting from wrongful arrest (including assault in connection with such wrongful arrest)
- 17.2 in respect of defamation

provided that the limits of indemnity as stated shall not exceed R250 000 (two hundred and fifty thousand Rand) under each 17.1 and 17.2 in any one (annual) period of insurance

## 18. EU Liability (if stated in the Schedule to be included)

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

- 18.1 Specific exceptions 8.1 and 8.2 shall not apply to damages or costs and expenses of litigation recovered by any claimant in respect of judgements delivered in the first instance in courts of the EU or EFTA country
- 18.2 In respect of these goods or products (other than raw materials), You shall:
  - 18.2.1 Implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner
  - 18.2.2 note and maintain a record of the date on which the actual goods or products were first put into circulation.

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

- 18.3 The information mentioned in 2, together with all supporting documentation, shall be made available to Hollard or their nominee at any time on request.
- 18.4 In respect of this indemnity, You shall be responsible for the first amount payable shown in the schedule for this extension.

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

## 19. Employers Liability

Notwithstanding anything to the contrary contained in Specific exclusion 1, this policy extends to include claims arising out of injury to any person employed under a contract of service or apprenticeship with You where such injury arises out of and in the course of the execution of such contract.

## 20. Food and Drink

It is agreed and understood that this Policy shall be extended to cover your legal liability for claims made against you for accidental bodily injury of and/ or accidental property damage to any third party which occurs during the period of insurance and arises out of poisoning by or foreign or deleterious matter in food or drink consumed in or about the premises specified in the Policy provided always that the Insured shall at all times take every possible precaution to prevent the sale or supply of any condition or free from contamination or for human consumption.

## 21. Incidental Medical Malpractice

Hollard will indemnify You in respect of all sums which You shall become legally liable to pay in connection with any claim or claims arising from injury caused by medical malpractice which shall mean any negligent act, error or omission in the professional services rendered or which should have been rendered by any medical practitioner, nurse or other medical official in Your full or part time service.

### **Specific exclusions**

This extension does not cover liability arising out of:

- 21.1 Any criminal act wilfully committed.
- 21.2 Services rendered by any person who to Your knowledge is under the influence of intoxicants or narcotics.
- 21.3 The use of drugs for weight reduction.
- 21.4 Services rendered in exchange for a fee payable by the patient.
- 21.5 Clinical trials or tests of drugs.

### **22. Exhibitors Liability**

Hollard will indemnify You in respect of all sums which You shall become legally liable to pay in connection with any claim or claims arising from injury or damage arising out of or in connection with the erection or dismantling and operation of a stand at exhibition venue provided that Hollard's liability will not exceed the indemnity limit stated in the schedule.

### **23. Errors and Omissions**

Hollard will indemnify You for all sums which You become legally liable to pay arising from any claims made against You during the period of insurance as a direct result of any negligent act, error or omission in the conduct of Your professional activities.

This extension does not cover liability for and/or arising out of:

- 23.1 Services rendered in exchange for a fee payable by the guest.
- 23.2 Claims which are indemnified by any other section or extension of this policy.
- 23.3 The ownership, possession, leasing or use of any property (mobile or immobile) which term shall include any vehicle, aircraft or watercraft.
- 23.4 Pollution.
- 23.5 Injury, sickness, illness or death sustained by any person.
- 23.6 Any product or the recall of any product or part thereof.
- 23.7 Insurance activities and/or failure to arrange insurance, financial advice or cost estimates of financing of any project and contract guarantees and/or suppliers guarantees of whatsoever nature
- 23.8 Liquidated damage clauses, penalty clauses or performance warranties or as imposed in terms of Section 99 of the Customs Act.
- 23.9 Any negligent act, error or omission which occurred before the retroactive date applicable to this extension.
- 23.10 Any claims where You were aware of the circumstances which gave rise to the claim before the inception of this policy.
- 23.11 Claims arising out of the dishonesty of directors, principals or employees of the insured or the activities of operations formed or acquired by You subsequent to the inception of this insurance.
- 23.12 Errors and omissions in the provision of professional services provided by a qualified medical practitioner or nursing sister.

### **24. Hunters Liability (if stated in the Schedule to be insured)**

Hollard will indemnify You in respect of all sums which You shall become legally liable to pay as a result of hunting activities arranged by You on the insured property provided that:

- 24.1 Each hunter or group of hunters shall be under the guidance and control of a Professional hunter (PH) employed by You
- 24.2 All visiting hunters have personally and individually signed a disclaimer (such disclaimer to be explained in detail to such individual) absolving You from any liability as a result of such hunting activities
- 24.3 Hollard's liability shall not exceed the amount stated in the schedule
- 24.4 You shall be responsible for the first amount payable in the schedule.

## **25. Trustees Liability (if stated in the Schedule to be insured)**

The defined events are extended to include damages which the Body Corporate and/or any Trustee(s) shall become legally liable to pay arising out of any wrongful act of a Trustee(s) provided that Hollard's limit of liability including all costs and expenses shall not exceed the amount stated in the schedule for any one event and in all any one (annual) period of insurance.

For the purpose of this cover, a wrongful act shall be any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully committed or attempted by a trustee which arises solely by reason of acting in a capacity as trustee of a body corporate

Hollard will not indemnify You in respect of:

- 25.1 Any liability for the payment of VAT
- 25.2 Any remuneration or other monies to which the Body Corporate or Trustee(s) is/are legally entitled
- 25.3 Any indemnity claimed or claimable in terms of any other insurance
- 25.4 Any Trustee committing any wrongful act knowing such actions to be illegal, fraudulent or of malicious intent
- 25.5 The first amount payable stated in the schedule.

## **26. Member to Member Liability (if stated in the Schedule to be insured)**

Hollard will indemnify You in respect of loss of or damages to a members personal property as a result of one member's negligence against another member, subject to the member's action being neither malicious, nor intentional or deliberate.

## GROUP PERSONAL ACCIDENT

### DEFINED EVENTS

If during the period of insurance an Insured Person sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 (twenty four) calendar months, in Death, Disability or the incurring of Medical Expenses the Company will pay to the Insured or his legal personal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

### DEFINITIONS

The following words or phrases shall bear the meaning stated below.

Annual earnings	shall mean the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident
Average weekly earnings	shall mean one fifty second part of the annual earnings of the Insured Person. In respect of casual workers with less than twelve consecutive months' service with the Insured, prior to the date of loss, the one fifty second part shall be calculated by applying the total of all earnings received from the Insured divided by the total number of consecutive week's service
Accident	means a fortuitous unexpected event occurring at an identifiable place and time
Bodily injury	means traumatic bodily injury caused by an Accident and shall be deemed to include bodily injury caused by starvation, thirst and exposure to the elements as a result of an accidental occurrence
Loss	used in reference to limb, hand, thumb, fingers, foot or toes means the loss by physical severance or total and permanent loss of use of such member
Permanent total disability	means bodily injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 (twenty four) consecutive months and which, at the expiry of that period, is beyond hope of improvement
Permanent partial disability	means Bodily Injury which causes a Permanent Disability but not causing inability to work
Temporary total disability	means Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation
Temporary partial disability	means Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of his or her usual occupation
Medical expenses	means expenses necessarily incurred within 24 (twenty four) months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred

### PROVISOS (Applicable to the entire section including extensions)

1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disability, Temporary Partial Disability and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.
3. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.
4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the "Permanent Total Disability" definition.



5. Any Compensation payable by the Company for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Compensation for Occupational Injuries and Diseases Act, 1993 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.
6. Any compensation payable by the Company for any period of Temporary Disability (partial or total) shall not exceed the average weekly earnings earned by the Insured Person at the time of the accident.
7. Where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Company's discretion, on receipt by the Company of certification by a medical doctor appointed by the Company.
8. Upon payment of a claim under Items 1 to 2.4 (other than loss of hearing in one ear) or of 100% (one hundred percent) under Item 3 of the Schedule of Permanent Disability this policy shall be terminated in respect of the Insured Person for whom such payment is made.

## SCHEDULE OF PERMANENT DISABILITY TABLE

The following percentages (benefits) shall be payable in the event of Bodily Injury resulting in:

Disability		Percentage of compensation
1.	Permanent total disability	100%
2.	Permanent and total loss of:	
2.1	wrist, ankle or limb: separation at or above the wrist or ankle of one or more limbs	100%
2.2	eye(s): whole eye sight of eye sight of eye except perception of light	100% 100% 100%
2.3	hearing: both ears one ear	100% 35%
2.4	speech	100%
2.5	finger(s) and phalange(s): phalanges, per phalanx thumb, per phalanx four complete finger either hand	5% 15% 75%
2.6	toes: any one toe (other than great) all toes any foot great, per phalanx	5% 35% 5%
3.	Permanent disability not specified herein	a percentage which in the opinion of the Company is consistent with the above insofar as possible

In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% (one hundred percent) in total of the Sum Insured stated in the Policy Schedule.

## CLAUSES AND EXTENSIONS

### Additional Death benefit

The Company will in addition to the Accidental Death benefit and on production of a valid Death certificate of an Insured Person pay the Insured an amount of R15 000 (fifteen thousand Rand) per Insured Person.

### Body transportation costs

In the event that there is a valid claim for accidental Death, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person's mortal remains to his normal place of residence, provided that the liability of the Company shall not exceed R75 000 (seventy five thousand Rand) for any one Insured Person.

### Childcare

In the event of Accidental Bodily Injury to:

1. an Insured Person's child resulting in disability which requires regular care and attendance;
2. an Insured Person or his spouse resulting in disability which prevents care being given to a child;

the Company will pay to the Insured Person R300 (three hundred Rand) per day during the period of such disability:

PROVIDED THAT:

the Company will:

1. not be liable for the first 7 (seven) days of each and every claim;
2. only be liable for a period not longer than 28 (twenty eight) days in respect of each and every claim;
3. only be liable for a maximum of R15 000 (fifteen thousand Rand) in respect of any Insured Person in any one 12 (twelve) month period of insurance, irrespective of the number of children the Insured Person has;
4. only be liable for a maximum of R100 000 (one hundred thousand Rand) per Policy in any 12 (twelve) month period of insurance;
5. not be liable for any claim in respect of a child who is more than 16 (sixteen) years of age;
6. only be liable if continuous treatment and attendance by a qualified, registered medical practitioner is necessary for the condition rendering the child or parent(s) disabled;
7. only be liable if the child is permanently resident with the Insured Person.

### Crime benefit

In the event that the Insured Person's Death or Permanent Disability is as a direct consequence of a crime, the Company will pay an additional 10% (ten percent) of the Insured Person's Death or Permanent Disability benefit up to a maximum amount of R100 000 (one hundred thousand Rand).

### Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:

1. engagement (or alleged engagement) in any political activity against the de jure or de facto Government of the country where the detention occurs;
2. failure to be in possession of the requisite visas, work permits or associated documents required by such country;
3. involvement (or any allegation thereof) in any criminal activity;
4. debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;

the cover in terms of this Section shall continue in force for the duration of such an occurrence, or 12 (twelve) months from the date of such occurrence, whichever is the lesser period.

If Temporary Total Disability is insured, the Company will regard Detention of the Insured Person as a claim for Temporary Total Disability.

## Disappearance

If after a suitable period of time of the disappearance of an Insured Person it is reasonable to believe that such person has died as a result of Accidental Bodily Injury the death benefit shall be payable;

PROVIDED THAT:

if such belief is incorrect such benefit shall be repaid to the Company by the Insured.

## Disfigurement

The Schedule of Permanent Disability is hereby extended to include bodily injury resulting in permanent disfigurement of:

1. the head, neck and hands - provided the total area affected exceeds 20% (twenty percent) of the total area;
2. all other areas of the body - provided the compensation total area affected exceeds 5% (five percent) of the total area of the body.

Compensation payable hereunder is a percentage of the compensation in direct proportion to the area affected. The benefits payable in terms of i) and ii) above shall apply independently and be cumulative, but the overall liability of the Company for permanent disfigurement resulting from an accident or series of accidents arising from one cause for any one Insured person shall be limited to 50% (fifty percent) of the amount payable for Permanent Total Disability in respect of ii) above.

Compensation shall not be payable under this extension in addition to compensation payable for the same Bodily Injury under the Schedule of Permanent Disability and shall be limited to 100% (one hundred percent) of the compensation provided for Permanent Total Disability.

## Disfigurement requiring corrective medical procedure

In the event of a claim where the Insured Person suffers permanent disfigurement following Accidental Bodily Injury of an extent that it may have a significant psychological effect on the insured person and it be required on recommendation by a qualified psychologist for the Insured Person to undergo corrective medical procedure or procedures such as plastic surgery, in order to improve the Insured Person's self-confidence, wellbeing and/or quality of life, the Company will pay the following benefit:

1. the head, neck and hands – an additional 25% (twenty five percent) of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of R300 000 (three hundred thousand Rand) per Insured Person;
2. all other areas of the Body – an additional 10% (ten percent) of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of R100 000 (one hundred thousand Rand) per Insured Person.

In the absence of a psychological evaluation the Company may at their discretion and on presentation of medical reports and/or photographs as to the extent of the disfigurement agree to pay this benefit.

Compensation under this extension shall be payable in addition to compensation payable for the same bodily injury under the Schedule of Permanent Disability or the Disfigurement Extension, but shall exclude any procedure of a pure cosmetic nature.

## Emergency transportation costs

The Company will pay reasonable and necessary emergency transportation costs to the nearest adequate medical facility incurred by the Insured as a direct result of Accidental Bodily Injury to an Insured Person if a qualified medical doctor certifies that:

1. local medical facilities are inadequate for the treatment of the injuries;
2. the recovery of the injured person will be substantially expedited by the emergency transportation to the nearest adequate medical facility.

Where no qualified medical doctor is available the highest qualified and experienced medical practitioner may certify as to the necessity of the emergency transportation.

The maximum amount payable by Company will be R200 000 (two hundred thousand Rand) any one Insured Person and R1 000 000 (one million Rand) any one occurrence.

### Family/servants medical expenses

In the event of Accidental Bodily Injury to any spouse, dependent child or domestic servant of an Insured Person (referred to in this Extension as such person) as a result of a motor vehicle accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured Person, the Company will pay any consequent medical expenses incurred by such person;

PROVIDED THAT:

1. the maximum amount payable by the Company will be R50 000 (fifty thousand Rand) any one such person each and every claim, and subject to a maximum of R200 000 (two hundred thousand Rand) in any one 12 (twelve) month period of insurance;
2. the Company will not be liable for the first R250 (two hundred and fifty Rand) of each and every claim;
3. the Company will only be liable for the amounts in excess of amounts paid or payable under any other policy or under any Medical Aid Scheme, or Road Accident Fund or otherwise known, or as may be amended by legislation;
4. if the Business Hours Limitation is applicable, this Extension does not apply.

### Hijacking/abduction/kidnapping

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 (twelve) months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, the Company will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability;

PROVIDED THAT:

1. the Company's liability is limited to the period of hijacking, abduction or kidnapping or 12 (twelve) weeks, whichever is the lesser;
2. no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

### Life support

Notwithstanding anything contained in the Defined Events, the 24 (twenty four) month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

### Life support equipment

The Company will pay reasonable costs and expenses incurred by an Insured Person as a result of Accidental Bodily Injury in respect of hire costs for life support machinery, equipment or apparatus;

PROVIDED THAT:

the liability of the Company under this Extension shall be limited to R100 000 (one hundred thousand Rand) in respect of any one Insured Person in each and every occurrence.

### Mobility costs

When the Company has admitted a claim for Permanent Disability, if as a direct result of that disability the Insured Person is permanently dependent on a wheelchair for mobility, the Company will, in addition to any amount payable for Permanent Disability, pay for:

1. a self-propelled wheelchair;
2. the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair;
3. the modification of the controls of the Insured Person's motor vehicle including wheelchair loading equipment if necessary;

PROVIDED THAT:

the liability of the Company for such costs in respect of any one claim shall not exceed R250 000 (two hundred and fifty thousand Rand) per Insured Person.

## Paraplegia

When the Company has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of the lower half of the body, including both legs, of the Insured Person, the Company will, in addition to any amount payable for Permanent Total Disability, pay 10% (ten percent) of the benefit paid for Permanent Total Disability subject to a minimum of R50 000 (fifty thousand Rand) and up to a maximum of R500 000 (five hundred thousand Rand).

## Quadraplegia

When the Company has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of all four limbs of the Insured Person, the Company will, in addition to any amount payable for Permanent Total Disability, pay 25% (twenty five percent) of the benefit paid for Permanent Total Disability subject to a minimum of R100 000 (one hundred thousand Rand) and up to a maximum of R1 000 000 (one million Rand).

## Rehabilitation costs

In the event that the Insured demonstrates, to the reasonable satisfaction of the Company, that an Insured Person has suffered Permanent Disability such that he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by the Insured, or by any registered training centre, the Company will contribute 80% (eighty percent) of such retraining costs up to a maximum liability of R150 000 (one hundred and fifty thousand Rand) per Insured Person.

## Relocation costs

In the event that it is necessary to replace as employee a deceased or permanently disabled Insured Person the Company will indemnify the Insured for the following costs not exceeding R150 000 (one hundred and fifty thousand Rand) incurred by the Insured in relation to any one Person per occurrence who is required to move more than 100 km (one hundred kilometres):

1. relocation costs for such person, his family, furniture and pets; and
2. 75% (seventy five percent) of the actual loss caused following the forcible sale of such person's private dwelling subject to such loss being determined by an impartial valuer appointed and paid by the Company.

## Repatriation costs

In the event that there is a valid claim for serious Accidental Bodily Injury, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person to his normal place of residence;

### PROVIDED THAT:

1. the liability of the Company in respect of any one claim shall not exceed R200 000 (two hundred thousand Rand) for any one Insured Person;
2. the prior consent of the Company to repatriate the Insured Person is obtained and such consent will not be unreasonably withheld.

## Search and rescue

The Company will pay the reasonable and necessary costs and expenses incurred for search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person;

### PROVIDED THAT:

1. the Company will not be liable if an Insured Person is found in circumstances which are unlikely to result in accidental bodily injury;
2. the maximum amount payable by the Company will be R100 000 (one hundred thousand Rand) any one Insured Person any one occurrence;
3. the maximum amount payable by the Company in any 12 (twelve) month period of insurance will be R500 000 (five hundred thousand Rand).

**Seat belt benefit**

The Company will pay an additional 10% (ten percent) of the Insured Person's Death or Permanent Disability benefit, up to a maximum amount of R100 000 (one hundred thousand Rand);

PROVIDED THAT:

the Insured Person was wearing a properly factory installed seat belt while operating or travelling as a passenger in a private motor vehicle when the accident causing the Death or Total Disability occurs.

Verification of the actual use of the seat belt at the time of the accident must be a part of an official report of the accident or must be certified in writing by the investigating officer(s).

**Temporary drivers**

If, as a result of Accidental Bodily Injury, the Insured Person is unable to drive to and from his or her normal place of employment but is otherwise able to continue his or her usual business or occupation, the Company will pay the costs of employing a temporary driver;

PROVIDED THAT:

1. such costs will not be payable in addition to any amount payable for Temporary Total Disability;
2. such costs will be limited to R2 000 (two thousand Rand) per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;
3. this extension will only apply if the Insured Person, prior to the accident, regularly drove a vehicle to and from work;
4. the weekly benefit shall not be paid for a period longer than the number of weeks insured in respect of the Temporary Total Disability benefit.

**Terrorism**

This Policy is extended to cover accidental death or disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act 1957 or as amended;

PROVIDED THAT:

the Company shall not be liable to pay compensation for death or disablement arising from:

1. the performance by such person of obligations in terms of the Defence Act or the Police Services Act of any country or at a place from which military or police actions are carried out; or
2. consequent upon such person's engagement in any military or police actions against an enemy of any country, combating "terrorism" as defined in the Defence Act or "operations in defence of any country".

**Trauma counselling**

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, the Company will pay for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident;

PROVIDED THAT:

1. the maximum amount payable by the Company will be R1 000 (one thousand Rand) per consultation and R10 000 (ten thousand Rand) per annum for each Insured Person; and R100 000 (one hundred thousand Rand) in any one 12 (twelve) month period of insurance;
2. act of violence shall mean an assault, robbery, rape or armed car hijack;
3. for the purpose of this extension only, Insured Person shall include immediate family members of such Insured Person, who are subjected to the same incident or occurrence of violence or traumatic accident as the Insured Person;
4. the act of violence has been reported to the police and a case number obtained.

## Value Added Tax (VAT)

Notwithstanding that sums insured, first loss amounts, indemnity limits or insured values, by whatever name such are referred to in this Policy (henceforth "policy limits") are expressed on a V.A.T. exclusive basis, the Company agree that they will indemnify the Insured over and above such policy limits for any V.A.T. obligation the Insured may incur arising out of any claims settlement made hereunder.

## Territorial limits

Coverage applies anywhere in the world unless otherwise restricted by an endorsement and/or memorandum to this Policy.

## Operating time

Coverage applies 24 (twenty four) hours a day, 7 (seven) days a week unless otherwise restricted by endorsement and/or memorandum to this Policy.

## SPECIFIC EXCEPTIONS (applicable to the entire Section including Extensions)

The Company shall not be liable to pay compensation for bodily injury in respect of any Insured Person:

1. caused by such person's suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
2. whose death or disability is directly or indirectly caused by, arising or resulting from or traceable to any physical defect or infirmity which existed prior to the accident;

PROVIDED THAT:

if the disability of the Insured Person is merely aggravated by such pre-existing conditions, the Company may in their discretion pay an amount which they consider would have been payable but for such aggravation;

3. under 15 (fifteen) or over 75 (seventy five) years of age;
4. whilst the Insured Person:
  - 4.1 is travelling by air other than as a passenger (a "passenger" does not include a member of the crew or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft);
  - 4.2 is hang gliding or microlighting;
5. as a direct result of the Insured Person:
  - 5.1 being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a medical practitioner (other than the Insured Person)
  - 5.2 driving a motor vehicle and having more than the legal limit of alcohol in his/her blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;
6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7.
  - 7.1 arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;
  - 7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation;

PROVIDED THAT:

this Section shall continue to apply in respect of accidental bodily injury sustained independently of such contingencies;

8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV;

9. whilst participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% (fifty percent) or more of their income from participating in sports;
10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This Exclusion does not apply to surface or underground mining occupations.

### **SPECIFIC CONDITIONS**

1. This Policy is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectually discharge the Company. No Insured Person shall have any right against the Company.
2. No sum under this Policy shall carry interest.
3. This Policy shall be voidable at the Company's instance in the event of misrepresentation, or misdescription or non-disclosure by or on behalf of the Insured or an Insured Person in any particular material to this insurance.
4. Notice must be given to the Company in writing on the prescribed claim form as soon as practicable but in any event within 12 (twelve) months of any occurrence which may give rise to a claim under this Policy but notice of death must be given forthwith and the Company shall have the right to have a post mortem examination of the body.

All certificates, information and evidence required by the Company shall be furnished without expense to the Company within 30 (thirty) days of the Company notifying the Insured of their requirements.

After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Company to do so, submit to medical examination on behalf of and at the expense of the Company and undergo any treatment specified. The Company shall not be liable to make payment unless this Condition is complied with to their satisfaction.

Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and the Company shall not be liable for any part of any claim which in the opinion of their medical adviser arises from the unreasonable or willful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

5. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Company to make any payment under this Policy.
6. In the event of the Company disclaiming liability in respect of any claim and an action or suit not being commenced within 12 (twelve) months after such disclaimer or, in the case of an arbitration taking place, within 12 (twelve) months after the Arbitrator shall have made his award, all benefits under this Policy in respect of such claim shall be forfeited.
7. If the Premium is calculated on estimates supplied by the Insured an accurate record containing all relevant particulars must be maintained by the Insured to which the Company shall have the right of access. The Insured shall furnish such information within one month of the expiry of each Period of Insurance and the Premium shall be adjusted accordingly.
  - 7.1 The estimates and declaration of total wages, earnings or salaries on which the premium hereunder is based shall include all items of remuneration which fall under the definition of "Annual Earnings" within this policy.
  - 7.2 In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.
8. This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

### **OPTIONAL EXTENSIONS (if stated in the Schedule to be included)**

#### **Accident Expert assistance**

The Company will provide the Insured with the Accident Expert assistance provided by Roadcover in respect of assistance with claims under the Compensation for Occupational Injuries and Diseases Act (COIDA) or claims under the Road Accident Fund (RAF), as set out in the Annexure '1' to the Schedule of this policy.



Provision of these services will be subject to the assistance services standard terms conditions provisions and procedures as described in the Annexure "1" attached to the Schedule of this policy.

The following additional provisos are applicable in respect of the above mentioned Accident Expert assistance:

1. The injured person has to be an Insured Person in terms of the policy and be employed by the Insured.
2. Any costs incurred by an injured Insured Person, being approached by an outside party without the written consent of Roadcover will not be covered.
3. The injured employee is at all times free to get outside second opinions but the cost of these will not be covered unless approved in writing by Roadcover.
4. The injured employee is not obliged to use these assistance services and may seek alternative assistance in the event of which the insurer will not be liable for any incurred costs.
5. The Accident Expert Assistance services are only available for Accident, injury or incident that occurs in the Republic of South Africa.
6. At the time of the Accident, injury or incident the Insured and the Insured Person must comply with the legal and regulatory matters required by the Acts governing the Compensation Commissioner in terms of COIDA and/or the RAF.
7. The Accident Expert Services provided by Roadcover does not guarantee performance from or by the Compensation Commissioner (COIDA) and/ or the RAF.

### **Hospitalisation**

If, during the period of insurance, an Insured Person is admitted to hospital as an in-patient as a result of accidental bodily injury, the Company will pay the amount reflected in the Schedule per day for a period of hospitalisation up to 90 (ninety) days or the number of days reflected in the Schedule, whichever is the highest;

PROVIDED THAT:

1. the Company will not be liable for the first 24 (twenty four) hours of each and every period of hospitalisation;
2. successive periods of hospitalisation, due to the same or related causes, will be regarded as one accident.

### **HIV accidental exposure**

If an Insured Person becomes infected with Human Immunodeficiency Virus "HIV" as a result of an accidental bodily exposure arising from and in the course of his employment, the Company will pay to the Insured, on behalf of the Insured Person or his estate, the amount stated in the Schedule.

For the purposes of this Optional Extension an Insured Person does not become infected with "HIV" within the meaning of this Insurance unless;

1. within a period of 24 (twenty four) hours, following the accidental exposure, the Insured Person makes an official report of such exposure to the nominated responsible person within the Insured's organisation, who in turn within 72 (seventy two) hours must provide written notice to the Insurer of such accidental exposure; and
2. within 72 (seventy two) hours of such exposure, the Insured Person undertakes a test performed by a registered medical practitioner in accordance with laboratory and clinical criteria representing good clinical practice at that date which demonstrates that the Insured Person does not have Human Immunodeficiency Virus; and
3. within a period of 3 (three) calendar months from the date of the accidental exposure and during his lifetime the Insured Person is first diagnosed by a registered medical practitioner as being "HIV" positive, the diagnosis being made in accordance with laboratory and clinical criteria representing good clinical practice at that date.

### **Specific Conditions**

1. The Company is entitled to require any test to be duplicated by a registered medical practitioner of their choice.
2. If the result of any test carried out by the Insured Person's registered medical practitioner is different from the test carried out by the Company's registered medical practitioner, then a final test shall be carried out by another registered medical practitioner who is acceptable to both parties or failing agreement, a registered medical practitioner will be appointed by the President of the Medical Association of South Africa and his determination shall be binding.

3. If the Insured Person so becomes infected with "HIV", the date of his infection shall be deemed the date of the accidental exposure unless the contrary is shown.
4. Following a notification of an Occurrence which could give rise to a claim in terms of this insurance, the Company shall at all times during and after the insurance period have access to the Insured Person's medical records as held by the Insured.

#### **Specific Exceptions**

No claim shall be payable if:

1. the Insured Person takes or has taken drugs intravenously or subcutaneously unless in the course of medical treatment as prescribed by a registered medical practitioner;
2. it is directly or indirectly caused or contributed to by any medical condition which was known or reasonably ought to have been known to the Insured Person and which has not been declared to and noted by the Company prior to the inception of this insurance;
3. the Insured Person fails or refuses to promptly make himself available for examination or the associated tests required;
4. the Insured Person is no longer in the employment of the Insured when the "HIV" positive diagnosis is made.

#### **HIV/Aids Assistance**

The Company will provide the Insured Person with HIV/Aids Assistance services in respect of all claims arising from Accidental exposure to HIV/Aids subject to the standard Terms, Conditions, Provisions and Exclusions as stated in Annexure "2" attached to the Schedule of the policy. Such claims for Accidental exposure to HIV/Aids have to be reported to the emergency number provided within 24 hours of the Accidental exposure.

#### **The emergency contact number is 0861 555 114**

The following benefits provided and processes are more fully described in the Annexure "2" to the Schedule of this policy.

1. 24 hour access to the call centre for information, procedural instructions, advice and support;
2. Appointment of a case manager, physician, or trained nurse;
3. Counselling regarding the HIV exposure (if not previously done) and;
4. Necessary medical protocol that needs to be followed.

Should the insured person be HIV positive at initial testing no further assistance will be provided.

#### **WAR RISKS**

It is declared and agreed that Specific Exception 7 is deleted in its entirety;

PROVIDED THAT:

1. the Company shall not be liable to pay compensation in terms of this Extension for claims arising while the Insured Person is on service or duty or undergoing training with any military or police force;
2. this Extension may be cancelled at any time by the Company giving 30 (thirty) days' notice in writing.

#### **TEMPORARY TOTAL DISABLEMENT – SICKNESS**

This policy is extended to cover Temporary Total Disability of the Insured Person caused by sickness or disease of the body contracted and commencing after the inception of this Policy subject to all the Terms, Conditions, Provisions and Exclusions of the Policy;

PREOVIDED THAT:

no compensation shall be payable under this Extension:

1. in respect of sickness or disease for which the Insured Person had received treatment, or medical advice, prior to the inception of this Policy;
2. for sickness manifesting itself within the first 30 (thirty) days after the inception of this cover;

3. for the first 30 (thirty) days of any period of disablement following sickness;
4. in respect of any Insured Person who has attained the age of 65 (sixty five) years;
5. in respect of:
  - 5.1 venereal or other socially transmitted diseases;
  - 5.2 congenital abnormalities and conditions arising out of or resulting there from;
  - 5.3 any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations.

## SERIOUS ILLNESS

Should an Insured Person be diagnosed during the period of Insurance as suffering from a Serious Illness, symptoms of which were not present in such Insured Person up to 12 (twelve) months before inception of this Extension to the Policy, the Company will pay the compensation as stated in the Schedule to this Policy.

## DEFINITIONS

<p>Serious illness means any of the following:</p>	<ol style="list-style-type: none"> <li><b>a. Alzheimer's</b> The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer's disease or irreversible organic disorders (excluding neurosis and any psychiatric illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by the Company's medical consultants.</li> <li><b>b. Blindness</b> The total and irreversible loss of vision in both eyes but excluding blindness caused by accidental, violent, external and visible means.</li> <li><b>c. Cancer</b> A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that is, not requiring any further surgical, medical (chemotherapy, and the like) or radio therapy, or other modalities are excluded.  The term "Cancer" also includes Leukaemia and Hodgkin's Disease but excludes:           <ol style="list-style-type: none"> <li>1. All skin cancers;</li> <li>2. Cancer-in-situ, including melanoma-in-situ.</li> </ol> </li> <li><b>d. Chronic Coronary Heart Disease</b> Open bypass surgery or open surgical treatment of coronary disease but excluding angioplasty and any other intra-arterial procedures.</li> <li><b>e. Chronic Liver Disease</b> End stage liver failure as evidenced by all of the following:           <ol style="list-style-type: none"> <li>(a) permanent jaundice;</li> <li>(b) ascites; and</li> <li>(c) hepatics encephalopathy.</li> </ol> </li> <li><b>f. Coma</b> A state of unconsciousness with no reaction or response to external stimuli or internal needs, and where permanent neurological deficit is present, persisting continuously with the use of life support system which must include the use of a respirator for an indefinite period.</li> </ol>
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Serious illness means any of the following: (cont...)

**g. Heart Attack**

The death of a significant portion of the heart muscle due to inadequate blood supply to the relevant area. The diagnosis will include the following criteria:

1. a history of typical chest pain
2. new ECG changes; and
3. elevation of cardiac enzymes.

**h. Heart Valve Surgery**

The first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra-arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

**i. Kidney Failure**

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.

**j. Loss of Hearing**

Total and irreversible loss of hearing in both ears of all sounds as a result of chronic illness as evidenced and confirmed by medical audiometric and sound-threshold tests.

**k. Loss of Speech**

Total and irrecoverable loss of the ability to speak for a continuous period of 12 (twelve) months due to disease to the vocal cords which is evidenced and confirmed by medical reports including confirmation of no prognosis of recovery.

Loss of speech shall mean the inability to make a comprehensible word or understandable verbal language.

**l. Major Organ Transplant**

The human to human organ transplant from a donor to the Insured Person of one or more of the following organs:

- a) kidney;
- b) heart;
- c) lung;
- d) pancreas; or
- e) bone marrow;

but excluding the transplantation of all other organs, parts of organs, or any other tissue.

**m. Motor Neurone Disease**

The unequivocal diagnosis of Motor Neurone disease, certified by a consultant neurologist, with significant persistent progressive neurological deficit resulting in a permanent inability to perform at least 3 (three) of 6 (six) of the Activities of Daily Living:

- a) Bathing: the ability to shower or bath;
- b) Continence: the ability to control bowel and bladder function;
- c) Dressing: the ability to put on or take off clothing;
- d) Feeding: the ability to get food from a plate into the mouth;
- e) Mobility: the ability to get in and out of bed and a chair;
- f) Toileting: the ability to use the toilet to maintain personal hygiene.

<p>Serious illness means any of the following: (cont...)</p>	<p><b>n. Multiple Sclerosis</b></p> <p>Which is a disease characterised by demyelination in the brain and spinal cord. The diagnosis must be unequivocal and made by a consulting neurologist. There must be more than one episode of well-defined neurological deficit with persisting neurological abnormalities and with at least 25% (twenty five percent) impairment of function. Diagnosis should be supported by confirmatory neurological investigations, e.g. lumbar puncture, evoked visual responses, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system.</p> <p><b>o. Muscular Dystrophy</b></p> <p>A degenerative chronic and progressive disorder with significant persistent progressive muscular deficit certified by a consultant neurologist, and which will be subject to a combination of 3 (three) out of 4 (four) of the following:</p> <ul style="list-style-type: none"> <li>a) family history</li> <li>b) clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction;</li> <li>c) characteristic electromyogram;</li> <li>d) clinical suspicion confirmed by muscle biopsy which confirms the diagnosis of muscular dystrophy.</li> </ul> <p><b>p. Paraplegia</b></p> <p>The total and irreversible loss of the use of both legs or both arms.</p> <p><b>q. Parkinsons Disease</b></p> <p>A degenerative chronic and progressive disorder of the central nervous system caused by the insufficient formation and action of dopamine, impairing motor skills and speech resulting in muscle rigidity, tremor, a slowing of physical movement (bradykinesia) and, in extreme cases, a loss of physical movement (akinesia).</p> <p><b>r. Stroke</b></p> <p>Any cerebrovascular occurrence or accident which produces significant neurological sequelae lasting more than 24 (twenty four) successive hours and including infarction of brain tissue, haemorrhage, and embolism from an extra cranial source. Evidence of disabling permanent neurological deficit must be produced.</p>
<p>Diagnosed means</p>	<p>Diagnosis by a registered medical practitioner, supported by clinical, Radiological, histological and laboratory evidence, acceptable to the Company.</p>
<p>Insured Person means</p>	<p>The person or persons specified in the Schedule.</p>

## SPECIAL PROVISIONS

1. The Company shall be obliged to compensate an Insured Person only once under this Extension to the Policy. Should an Insured Person be paid Compensation for a Serious Illness, that Insured Person's cover under this Extension lapses and cannot be reinstated.
2. An Insured Person who has been paid Compensation under the Schedule of Permanent Disability Benefits for bodily injury shall not be entitled to Compensation under this Extension for the same bodily injury or disability.
3. All the Terms, Conditions, Provisions and Exclusions of the Policy shall apply to this Extension.

### **SPECIFIC EXCEPTIONS**

The Company shall not be liable to pay Compensation for a Serious Illness diagnosed in respect of any Insured Person;

1. under 18 (eighteen) or over 65 (sixty five) years of age;
2. where the illness is as a result of the influence of alcohol, drugs or narcotics upon an Insured Person unless such drugs or narcotics were administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person);
3. where the illness is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that a Serious Illness did not arise through or was not caused by AIDS or HIV;
4. where the illness is attributable to venereal or other socially transmitted diseases;
5. where the illness is directly caused by childbirth or pregnancy;
6. where the illness is as a result of surgery and/or any other medical procedure or treatment;
7. where the illness is developed as a result of Accidental Bodily Injury or due to any psychiatric related cause;
8. where the Insured Person does not survive for more than 30 (thirty) days after the diagnosis.

## MOTOR

### 1. SUB-SECTION A – LOSS OR DAMAGE

#### DEFINED EVENTS

##### 1. Loss of or damage:

to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

##### 2. Additional costs

In addition to any event the Company will pay for:

###### 2.1 protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

###### 2.2 storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

###### 2.3 delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi or Mozambique;

###### 2.4 emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company provided that a detailed estimate is first obtained and forwarded to the Company;

#### PROVIDED FURTHER THAT:

the Company shall not be responsible to pay more than R40 000 (forty thousand Rand) in the aggregate any one event per vehicle in respect of 2.1, 2.2, 2.3 and 2.4 above.

##### 3. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule shall be the maximum amount payable by the Company.

##### 4. Repair, reinstate or replace

4.1 The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule and/or the reasonable retail value, whichever is the lesser.

4.2 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

##### 5. Reasonable retail value

The reasonable retail value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd or the agreed value of game viewing vehicles and its accessories and spare parts at the time.

## PROVISIONS

### 1. Suspensive sale

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.

### 2. First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, 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 Sub-Section A (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.

### 3. Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

#### 3.1 if supplied by the manufacturer when new

the replacement value of the item subject to the standard Compulsory First Amount Payable stated in the Schedule;

#### 3.2 not supplied by the manufacturer when new (after-market installation)

not specified as a separate item in the Schedule limited to R3 500 (three thousand five hundred Rand) subject to a first amount payable of R500 (five hundred Rand);

#### 3.3 specified in the Schedule

the amount stated in the Schedule and reduced by the first amount payable stated in the Schedule.

## SPECIFIC EXCEPTIONS APPLICABLE TO SUB-SECTION A

1. consequential loss as a result of any other cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a defined event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:
  - 6.1 by application of brakes; or
  - 6.2 by road punctures, cuts or bursts; or
  - 6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

#### UNLESS:

damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.



## 2. 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 and not exceeding the amount stated in the Schedule:

1. 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;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section, provided that the total of the Company's liability under both this Extension and Sub-Section B shall not exceed the limit of indemnity stated in the schedule
2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

#### PROVIDED THAT:

- 2.1 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;
  - 2.2 such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
  - 2.3 indemnity shall not apply in respect of claims made by any member of the same household as such person;
  - 2.4 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 Vehicles 1. or 2.;

#### PROVIDED THAT:

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 THAT:

the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

### LIMITS OF INDEMNITY

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.

### SPECIFIC EXCEPTIONS APPLICABLE TO SUB-SECTION B

The Company shall not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any compulsory motor vehicle insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected;

2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Definition Vehicles 2., 3., 4. or 5. at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 kg (one thousand five hundred kilograms));
3. 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 Exception shall not apply to forklift trucks.
4. If it is required that the driver of the insured vehicle effects a separate third party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

### 3. 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 R10 000 (ten thousand Rand) per injured occupant any one occurrence, but not exceeding R20 000 (twenty thousand Rand) in total for all occupants injured as a result of any event arising from a single occurrence or a series of occurrences.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

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 in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private-type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This Provision applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

#### DEFINITIONS

Accessories and spare parts (non-standard)	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras) unless specified in the Schedule
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
Definition vehicle	<b>Definition 1</b> Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car and the like or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's
	<b>Definition 2</b> Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's
	<b>Definition 3</b> Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts
	<b>Definition 4</b> Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's

<p>Definition vehicle (cont ...)</p>	<p><b>Definition 5</b> 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</p> <p><b>Definition 6</b> 6.1 any such vehicle being owned by or hired or leased to the Insured; 6.2 including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair; PROVIDED THAT: 6.2.1 the maximum period a rental or temporary vehicle shall be used shall not exceed 30 (thirty) consecutive days; 6.2.2 the maximum liability of the Company shall not exceed the reasonable retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser.</p>
<p>Description of use</p>	<p>Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured;</p> <p><b>but excluding:</b></p> <ol style="list-style-type: none"> <li>1. hiring;</li> <li>2. carriage of passengers for hire or carriage of fare paying passengers;</li> <li>3. racing, speed or other contests, rallies, trials;</li> <li>4. carriage of explosives;</li> <li>5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry;</li> <li>6. use for any purpose in connection with the motor trade;</li> <li>7. used for other than what the vehicle was constructed or licenced to be used for.</li> </ol> <p>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 but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar</p>

## CLAUSES AND EXTENSIONS

### Repatriation of vehicles used outside the territorial scope (only applicable to private type motor cars and light commercial vehicles up to a GVM of 3500kg).

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the Republic of South Africa, the following conditions shall apply without exception:

1. if the insured vehicle is lost or damaged the Company will pay for costs incurred:
  - 1.1 occupants:**  
in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R10 000 (ten thousand Rand) per event;
  - 1.2 vehicle transport cost:**  
for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa or as agreed with the Company subject to a maximum of R5 000 (five thousand Rand) per event;
  - 1.3 temporary repairs:**  
or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R5 000 (five thousand Rand);

PROVIDED THAT:

the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request.

### Vehicle replacement

In the case of private type motor cars and light delivery vehicles (LDV's) the Company shall instead of a monetary payment and subject to the consent of the Insured and/or of any other interested party known to the Company replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000 km (thirty thousand kilometres);

PROVIDED THAT:

1. the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Company; or
2. the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;

the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity (less the First Amount Payable);

PROVIDED THAT:

- 2.1 in the event of a vehicle being replaced under the circumstances as described above, then the Company shall be entitled to the possession and ownership of the lost or damaged vehicle;
- 2.2 the amount payable shall be limited to the amount stated in the Schedule.

### Cross liabilities

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

### War

In respect of Sub-Section 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."

### Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

### Personal injury insurance

Exception 2. to Sub-Section B shall not apply to vehicles described in definition 2., other than special types, or in definitions 3., 4. or 5. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

### Principals

Notwithstanding Specific Exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers 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.

## 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, fulfill and be subject to Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

## Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes 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:

1. the Company's liability shall not exceed R15 000 (fifteen thousand Rand) in respect of any one event, or the amount stated in the Schedule; and
2. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R1 250 (one thousand two hundred and fifty Rand).

## 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 employment of the Insured or acting on the Insured's behalf:

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward
2. this Company's liability shall not exceed R2 500 000 (two million five hundred thousand Rand) any one event, or the amount stated in the Schedule.

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.

## Windscreen

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head-, tail- or fitted spotlights forming part of any vehicle as stated in the schedule;

PROVIDED THAT:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

## Wreckage removal

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 R10 000 (ten thousand Rand), in respect of any one occurrence, or the amount stated in the Schedule.

### **Emergency Accommodation (applicable to private motor vehicles and light delivery vehicles only)**

Accommodation for the Insured and/or spouse as well as any passenger whom is travelling with the Insured in respect of an emergency as a result of:

1. loss or damage to the vehicle; or
2. mechanical, electronic or electrical breakdown of the vehicle;

the Company will pay up to R500 (five hundred Rand) per person or in the aggregate any one occurrence R2 500 (two thousand five hundred Rand) or R5 000 (five thousand Rand) in the aggregate and any period of insurance.

### **Removal and protection costs following mechanical breakdown (applicable to private motor vehicles and light delivery vehicles only)**

The Company will pay the costs of removal and protection in the event of mechanical, electronic or electrical breakdown of the vehicle up to R5 000 (five thousand Rand) per event.

This cover is limited to one occurrence in any 12 (twelve) consecutive months of insurance.

### **Tracking device**

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Company will pay the reasonable replacement value of such device up to R1 500 (one thousand five hundred Rand).

### **Vehicle sharing**

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger-carrying compartment of light delivery vehicles (LDV's) with a gross vehicle mass not exceeding 3 500 kg (three thousand five hundred kilograms) when it is part of a vehicle-sharing agreement for social purposes or commuting, will not be regarded as excluded under the Description of Use Conditions;

PROVIDED THAT:

1. the passengers are not being carried in the course of a passenger-carrying business;
2. the total payments received for such journeys do not involve any element of profit.

### **Loss of fuel**

The Company will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

the vehicle cover is not restricted to Third Party cover only or Third Party Fire & Theft cover only.

In the event of a claim under this Extension the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of the loss;

PROVIDED THAT:

1. the Company's liability shall not exceed R1 000 (one thousand Rand) any one occurrence; and
2. the Insured shall be responsible for the first R250 (two hundred and fifty Rand).

The Insured shall pay in addition all other first amounts payable in terms of the original claim.

## **Towing costs and safeguarding following mechanical breakdown**

Section A is extended to include towing and safeguarding costs:

1. not exceeding an amount of R3 500 (three thousand five hundred Rand) for (private motor cars and light commercial vehicles as defined)
2. and R5 000 (five thousand Rand) for (commercial vehicles as defined and any 4x4 or 4x2 vehicles and game viewing vehicles)

incurred following mechanical or electrical breakdown of an insured vehicle.

## **Automatic additions**

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

1. R300 000 (three hundred thousand Rand) or
2. the vehicle's own retail value, or
3. the purchase price of the vehicle whichever is the lesser.

The Insured must:

1. notify the Company within 14 (fourteen) working days of the date of the purchase, lease, hire or sale and
2. pay any additional premium requested by the Company
3. subject to the standard excess applicable on same type of vehicle.

## **Motor accident benefit to employees (if stated to be included in the Schedule)**

If an occupant in any insured vehicle passes away, in direct connection with such vehicle, the Company will pay to the Insured, on behalf of such person or his estate, R75 000 (seventy five thousand Rand) per occupant

provided that:

*provisos*

1. such occupant is also a fulltime employee of the Insured or on contract as a tour guide and / or driver
2. such occupant is not entitled to any other compensation in terms of this policy
3. death occurs within 3 (three) months of such event
4. medical expenses shall be limited to R10 000 (ten thousand Rand) per incident.

## **Deposit protector (if stated in the Schedule to be included)**

Where the Company regards the insured vehicle as being uneconomical to repair and declare the vehicle to be a write-off or a total loss, or if the insured vehicle is stolen, or hijacked and not recovered by the claim settlement date:

1. the Company will pay an amount of 10% (ten percent) of the sum insured value, subject to a maximum indemnity of R100 000 (one hundred thousand Rand) per event.

Compensation under this section of the policy will only become payable once the underlying claim has been settled in full.

## **Description**

A current valid comprehensive motor insurance policy effected in the name of the Insured in respect of the insured vehicle.

## **New for old extension**

If within 12 (twelve) months of the date of purchase as new in the name of the Insured, an insured vehicle as described in definitions (private motor cars, 4x4 and 4x2 vehicles and light commercial vehicles including game viewing vehicles)

1. is lost or stolen and not recovered within a reasonable time or
2. damaged so that repair costs will be more than 60% (60 percent) of its list price, including VAT, at the date the damage occurred

3. the insured vehicle has not exceeded 40 000 km (forty thousand kilometres)
4. the Company will pay the current purchase price or the cost price to the Insured of such vehicle whichever is the lesser provided that this does not exceed the limit of indemnity stated in the schedule after the deduction of the first amount payable.

### **OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**

#### **Contingent liability**

The indemnity under Sub-Section B includes claims made against:

1. 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');
2. 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:

- 2.1 Exception 2 under Sub-section B is deleted;
- 2.2 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 1. and 2. above;
- 2.3 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;
- 2.4 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;
- 2.5 the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
- 2.6 the Company's liability shall not exceed the limit in the Schedule for each and every occurrence.

#### **Credit shortfall**

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. the first amount payable under Sub-Section A;

ALWAYS PROVIDED THAT:

- 4.1 the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
- 4.2 this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
- 4.3 if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this extension shall be void;
- 4.4 the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.



## **Waiver of basic compulsory first amount payable (only applicable to private type motor cars and light commercial vehicles up to a GVM of 3500kg)**

The Basic Compulsory First Amount Payable as stated in the Schedule is hereby cancelled;

PROVIDED THAT:

this Optional Extension applies to the Insured and his/her designated driver who is older than 25 (twenty five) years of age and has held a valid driver's licence for more than 5 (five) years and which is unendorsed;

PROVIDED FURTHER THAT:

this Extension shall not apply to windscreen claims and if the loss or damage is as a result of theft or hi-jacking of the vehicle.

## **Unauthorised passenger's personal injury liability**

The indemnity under Sub-Section B, notwithstanding Exception 2. thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

## **Vehicle hire**

If a comprehensively insured vehicle as defined under Definitions Vehicle 1. or a commercial vehicle with a gross vehicle mass not exceeding 3 500 kg (three thousand five hundred kilograms) is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will at their discretion pay to the Insured the equivalent rental cost of a replacement vehicle or arrange for a replacement vehicle;

PROVIDED THAT:

### **1. Cost and capacity of vehicle rented:**

- 1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
- 1.2 the engine capacity of the hired vehicle shall not exceed 2 000 cc (two thousand cubic centimetres);
- 1.3 the carrying capacity of the hired vehicle shall not exceed 3 500 kg (three thousand five hundredkilograms);
- 1.4 all delivery and/or collection costs;
- 1.5 administration costs chargeable by the vehicle hire Company;

subject to a maximum of R1 500 (one thousand five hundred Rand) for each and every event in terms of 1.4 and 1.5.

### **2. Excluded costs (costs the Company shall not be liable to pay):**

- 2.1 any deposits payable;
- 2.2 fuel used during the rental period;
- 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
- 2.4 excesses payable to the rental company.

### **3. The rental period:**

- 3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;
- 3.2 the rental period shall cease at the time when:
  - 3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
  - 3.2.2 the vehicle is repaired after being damaged and returned to the owner;
  - 3.2.3 after 30 (thirty) consecutive days.

### **Riot and strike**

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

### **OPTIONAL LIMITATION OF COVER (if stated in the Schedule to be applicable)**

#### **Third party only limitation**

The following are cancelled:

1. Sub-Section A;
2. Sub-Section C.

#### **Third party and fire only limitation**

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Furthermore, Sub-Section C is cancelled.

#### **Third party, fire and theft only limitation**

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 theft/hi-jack. Furthermore, Sub-Section C is cancelled.

### **SPECIFIC EXCEPTIONS APPLICABLE TO ALL SUB-SECTIONS**

1. The Company shall not be liable for any accident, injury, loss, damage or liability:
  - 1.1 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;
  - 1.2 incurred:
    - 1.2.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique;

PROVIDED THAT:

the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;

- 1.2.2 but the Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
- 1.3 arising from the ownership, possession or use of vehicles:
  - 1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;
  - 1.3.2 in the underground workings of any mine or on the apron or runway at any airport;
- 1.4 incurred while any vehicle is being driven by:
  - 1.4.1 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/herself) or while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle;
  - 1.4.2 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/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licenced 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 licenced drivers are permitted to drive insured vehicles;
  - 1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PDP) to drive such a vehicle as required in terms of the National Road Traffic amendment Act of 1998 as amended – [Regulation 251(1)]. This Exception applies if the said person has held a PDP but has not renewed it and is applicable to all drivers of:
    - 1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500 kg (three thousand five hundred kilograms);
    - 1.4.3.2 breakdown vehicles;
    - 1.4.3.3 buses;
    - 1.4.3.4 mini-buses with a GMV exceeding 3 500 kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
    - 1.4.3.5 motor vehicles conveying persons for reward;
    - 1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

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 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 2. 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 learner drivers.

It is understood that for the purpose of Specific Exception 1, if the Insured is a Company or close corporation, the term Insured shall include any director or senior manager of such company or close corporation.

- 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**

### **Driver's licence**

If, during the currency of this Section, any driver's licence in favour of the Insured or their 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 upon the Insured having knowledge of such fact.

### **Vehicle security/immobiliser**

1. If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any Insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The Company shall not be liable in respect of any loss or damage arising from theft of such vehicle if the Insured:
  - 3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
  - 3.2 cancels the service agreement;
  - 3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

## ELECTRONIC EQUIPMENT

### 1. SUB-SECTION A – MATERIAL DAMAGE

#### DEFINED EVENTS

##### 1. Physical loss or damage:

to the property insured described in the Schedule from any cause not hereinafter excluded whilst:

- 1.1 at work or at rest anywhere within the insured premises as specified;
- 1.2 in transit including loading and unloading or whilst temporarily stored at any premises en route;
- 1.3 temporarily removed from the insured premises to any other location;
- 1.4 any portable equipment specified in the Schedule anywhere in the world.

##### 2. Losses as a result of lightning and power surge:

to property described in the Schedule:

- 2.1 shall be protected by surge arrestors;
- 2.2 installed on the insured premises on all data lines, power supplies, electronic distribution boards or individual equipment;
- 2.3 installation shall comply with all SABS and similar requirements;
- 2.4 the Insured shall be responsible to pay an additional 10% (ten percent) of claim with a minimum of R500 (five hundred Rand) if not complied with 2.1, 2.2 and 2.3 above.

#### SPECIFIC EXCEPTIONS APPLICABLE 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. maintenance and/or leasing agreement:

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) batteries, contacts, X-ray tubes, bulbs, 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. 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;

**8. cleaning process:**

its undergoing a process of cleaning, repair, alteration or restoration;

**9. cost of reproducing:**

the cost of reproducing data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise unless specifically provided for in Sub-Section B hereof;

**10. loss of use:**

of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein or as a result of its inherent vice or defect, vermin, insects, damp, mildew or rust;

**11. detention and judicial process:**

detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;

**12. loss, theft or disappearance:**

**12.1 from the premises:**

of the property insured unless accompanied by visible signs of forcible and violent entry to or exit from the insured premises/situation;

PROVIDED THAT:

this Provision shall not apply to portable equipment;

**12.2 while in transit:**

of the property insured by theft accompanied by visible signs of forcible and violent entry to the transporting vehicle 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;

PROVIDED THAT:

if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver and the property insured is of necessity left unprotected, Specific Exception 12.2 above shall not apply.

**12.3 unattended vehicle:**

if such loss took place from an unattended vehicle;

PROVIDED THAT:

**12.3.1** the property is concealed in a completely closed and securely locked vehicle; or

**12.3.2** the vehicle itself was housed in a securely locked building; and

**12.3.3** entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit.

## BASIS OF INDEMNITY

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:

- 1.1 the value of damaged parts which can be used will be deducted;
- 1.2 the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section;
- 1.3 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;
- 1.4 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 for such part or parts which are lost or damaged allowed for within the sum insured.

### 2. Total loss

- 2.1 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 this is not possible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged;

PROVIDED ALWAYS THAT:

- 2.1.1 the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
- 2.1.2 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;
- 2.1.3 these Conditions shall be without force or effect if:
  - 2.1.3.1 the Insured fails to intimate to the Company within 6 (six) months of the date upon which the damage occurred (or such further time as the Company may in writing allow) their intention to replace or reinstate the property insured;
  - 2.1.3.2 the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site;
- 2.1.4 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 Policy.

**Definition of new property insured**

New property shall mean property purchased no more than 7 (seven) years (or such extended period as may be approved by the Company in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

In respect of property insured not provided for in 2.1 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. (Partial Loss) 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:

1. 20% (twenty percent) for the first year after the date of purchase;
2. 10% (ten percent) per year for each succeeding year;

and subject always to a minimum indemnity of 40% (forty percent) of the current new replacement value of the nearest equivalent property.

**AVERAGE**

In respect of 1. (Partial loss) and 2. (Total loss) 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, 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 against such items and, in addition thereto, the following:

**1. Architects' and other professional fees**

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

**2. Clearance costs**

Costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such property, provided that the total amount recoverable does not exceed 20% (twenty percent) of the total amount of the claim.

**3. Express delivery and overtime**

Extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.



## CLAUSES AND EXTENSIONS (applicable to Sub-Section A only)

### 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 pay 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 policy.

### Software upgrade

If the Company has accepted liability in terms of a claim the Company will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

#### PROVIDED THAT:

1. the cost towards the replacement or upgrade of the software shall not exceed 20% (twenty percent) of the value of the insured equipment or R5 000 (five thousand Rand) whichever is the lesser;
2. the Insured shall be responsible for the first R750 (seven hundred and fifty Rand) for each and every upgrade or replacement;
3. this Extension shall apply to each item separately and individually.

## 2. SUB-SECTION B – CONSEQUENTIAL LOSS

### DEFINED EVENTS

The insurance provided by this Sub-Section (if stated in the Schedule) shall be subject to the limits of indemnity stated in the Schedule and shall include:

#### 1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured not exceeding R10 000 (ten thousand Rand) or the amount stated in the Schedule (for which a premium is received), less any sum saved during the indemnity period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the accident, and the Insured shall bear the first R750 (seven hundred and fifty Rand) of each claim;

#### PROVIDED THAT:

the indemnity for this item shall not apply directly or indirectly to:

- 1.1 the cover provided for in item 2. of this Sub-Section;
- 1.2 the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this Section.

#### 2. Reinstatement of data/programs

The insurance under this Section is extended to include 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 is lost as a result of accidental erasure or by theft or by the deliberate willful or wanton intention of causing the cancellation or corruption of data or programs, subject to General Exceptions 1, 3 and 4 and Specific Exceptions to Sub-Section A 2, 3, 4 and 5 of this Section up to a maximum amount of R10 000 (ten thousand Rand) or the amount stated in the Schedule (for which a premium is received);

**PROVIDED THAT:**

- 2.1 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;
- 2.2 in respect of each and every event or series of events arising out of or in connection with any one event or cause indemnifiable by this item, the Insured shall bear the first R750 (seven hundred and fifty Rand) as the first amount payable;
- 2.3 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 (Sub-Section B only)****Indemnity period**

The period during which the results of the business shall be affected in consequence of the accident beginning with the number of hours/days detailed in the Schedule as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in the Schedule as the indemnity period after such occurrence.

The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

**Accident**

Applicable to increased cost of working only: 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.

Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than:

1. the deliberate act of the Insured or any supply authority;
2. drought or shortage of fuel at any electricity utility.

Special conditions applicable to failure of the public supply of electricity:

1. the liability of the Company shall not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure.

**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(s) 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 (Sub-Section B only)**

Unless specifically provided for:

**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.

## 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

### Burglar Alarm Warranty

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

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is/are not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Insurers will be entitled to request full information of the relevant log;
3. such alarm will 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.

#### PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

## Reinstatement

Notwithstanding anything to the contrary contained in this Sub-Section, it is hereby declared and agreed that, in the event of any interruption, following loss or damage, being aggravated by:

1. the Insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time; or
2. addition, alteration or improvements being effected to the property insured on the occasion of its repair, the Company's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 1. and 2.

## GENERAL MEMORANDA

### Memo 1 – Capital additions and currency fluctuations

The indemnity by this Section shall include:

1. 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;
2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured;

**PROVIDED THAT:**

the increase shall not exceed by more than 25% (twenty-five percent), 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% (fifty percent) of the difference.

**Memo 2 – Prevention of access**

If, during the indemnity period, the business at the premises be 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 25 km (twenty five kilometre) radius of the Insured premises as described in the Schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, the Company shall indemnify the Insured for loss resulting from such interruption or interference in accordance with the provisions contained herein;

**PROVIDED THAT:**

1. the Insured is not entitled to indemnity as provided for in this Extension under any other policy or Section of this Policy;
2. this Section shall not be brought into contribution with any other policy or Section of this Policy bearing a like extension.

**Memo 3 – Territorial limits**

The territorial limits in respect of laptops, notebooks/palm-top computers as well as all other hand-held electronic equipment temporarily located outside 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 of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

**OPTIONAL EXTENSION (if stated in the Schedule to be included)****Incompatibility cover**

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections A & B of this Section shall indemnify the Insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

**PROVIDED ALWAYS THAT:**

- 3.1 the costs provided for in 1., 2. and 3. above shall be necessarily and reasonably incurred to maintain normal working conditions;
- 3.2 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;
- 3.3 the cover afforded hereunder shall be restricted to:
  - 3.3.1 parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;
  - 3.3.2 programs or data reinstated not indemnifiable under item (ii) of Sub-Section B hereof;
- 3.4 the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-Section A (the limit of indemnity) and Sub-Section B (item (ii)) or R25 000 (twenty five thousand Rand), whichever is the lesser.

## Telecommunication access lines

Subject to the limits specified in the Schedule, consequential loss as provided for under defined events 1. and 2. of Sub-Section B arising from accidental failure of the telecommunication access lines is included;

PROVIDED THAT:

1. the liability of the Company shall not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure;
3. the insurance provided does not cover loss occasioned by the deliberate act of any telecommunication authority or by the exercise of such telecommunication authority of its power to withhold or restrict access to its lines.

## Additional increased cost of working

The amount stated under Sub-Section B – Consequential Loss Defined Events 1. is increased to the amount stated in the Schedule for which an agreed premium is paid by the Insured.

## Additional reinstatement of data/programs

The amount stated under Sub-Section B – Consequential Loss Defined Events 2. is increased to the amount stated in the Schedule for which an agreed premium is paid by the Insured.

## Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## MACHINERY BREAKDOWN

### DEFINED EVENTS

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause not excluded whilst it is:

1. at work or at rest;
2. being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within the Insured's premises.

### BASIS OF INDEMNITY

Irrespective of the original cause the amount payable by the Company shall be determined by:

#### 1. Sum insured

It is expressly agreed between the Insured and the Company that at all times the sum insured for each item of machinery shall be the new replacement value including freight dues, customs duties and erection costs.

#### 2. Underinsurance

If the sum insured on any item of machinery at the time of the loss is less than the new replacement value including freight dues, customs duties and erection costs, the Insured shall be considered to be his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

#### 3. Partial damage

Where the machinery can be repaired the Company will pay the reasonable costs of restoring it to working order based on the customary rates of wages in the district and normal freight and erection costs and customs duties.

#### 4. Total loss

If the cost of repairs as described in '1' above equals or exceeds the actual value of the machinery immediately before the occurrence such machinery shall be regarded as a total loss and the Company will pay the actual value of the machinery immediately before the occurrence which shall be calculated as the new replacement value.

#### 5. Repair, reinstate or replace

The Company may at its option repair, reinstate or replace any damaged machinery or pay the amount of the damage in cash.

### SPECIFIC EXCEPTIONS

1. 1.1 The amount specified in the Schedule as the First Amount Payable by the Insured for each and every occurrence;
- 1.2 damage due to:
  - 1.2.1 fire, lightning and explosion: fire, extinguishing of a fire, direct lightning strikes, explosion;
  - 1.2.2 theft, collapse, impact and sonic waves:
 

theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, sonic shock waves;
  - 1.2.3 water that escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system;
  - 1.2.4 subsidence, landslide, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling;
- 1.3 wastage of material or the like or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration;

- 1.4 temporary repairs and any consequences arising therefrom unless the Company has authorised the temporary repairs;
  - 1.5 expendable parts and tools such as (but not limited to) bits, cutters, knives, saw, blades, dies, pattern rollers, sieves, chains, belts, ropes, conveyor bands, jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the machinery insured as provided for by this insurance the Company shall indemnify the Insured for the residual value of such parts or tools;
  - 1.6 extra charges for express delivery, overtime, Sunday and holiday rates of wages unless specially provided for herein;
  - 1.7 costs of any alterations, additions improvements and overhauls carried out on the occasion of a repair;
  - 1.8 damage resulting from experiments, overloads or tests requiring the imposition of abnormal conditions or from misapplication of tools;
  - 1.9 the value of damaged parts that can be used in any way whatsoever.
2. The cost of repairing or replacing any foundations, masonry or refractories unless specifically mentioned in the Schedule.
  3. Damage due to defects or errors already existing at commencement of this insurance and which were known or should have been known to the Insured.

## SPECIFIC CONDITIONS

### 1. Access

The Insured shall allow the authorised representatives of the Company to examine the Insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Company restore the risk to normal within a reasonable time failing which the Company may suspend cover in whole or in part until the risk is restored to normal.

### 2. Alterations to working conditions

Notice of any intended alteration to or departure from normal working conditions which would affect the risk of damage to the machinery specified in the Schedule must be given to the Company. If the Company cannot approve the alteration or departure from normal working conditions the Company may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.

### 3. Claims

On the happening of an event giving rise or likely to give rise to a claim the Insured:

- 3.1 shall exercise all means in his power to salvage the insured items and ensure their preservation;
- 3.2 may proceed with the repair of the machinery;

PROVIDED THAT:

- 3.2.1 he/she complies with 3.1 above;
- 3.2.2 the carrying out of the repair is without prejudice to any question of liability;
- 3.2.3 any damaged part requiring replacement is kept for inspection by the Company.

## SPECIAL MEMORANDA

### Memo 1:

The machinery described in the Schedule of this Section shall be subject to regular and adequate maintenance processes undertaken by suitably qualified members of the Insured's own staff or in terms of a maintenance contract with specialist maintenance engineers.

### Memo 2:

The controlling switchgear of the refrigeration machinery described in the Schedule of this Section shall incorporate apparatus for automatic restarting following a failure of the public supply of electricity.

## BUSINESS INTERRUPTION (MACHINERY BREAKDOWN)

### DEFINED EVENTS

Accident to machinery specified in the Schedule for this Section and used by the Insured at the premises for the purpose of the business resulting in interruption or interference with the business;

PROVIDED THAT:

payment shall have been made or liability admitted for accident under the Machinery Breakdown Section except in so far as a Provision may operate to exclude losses below a specified amount.

### 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 7 and 8, 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 (thirty) days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of the 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.
3. Any item of machinery insured by this Section against which the word 'Standby' appears in Schedule II shall be maintained as standby available for immediate use in the event of the failure of the machinery to which it is standby. Should the standby position change the Insured shall give notice as soon as possible to the Company and pay the applicable additional premium, calculated from the date that the item of machinery ceased to be standby.

### 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. 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 Schedule of this Section;
2. any restrictions on reconstruction or operation imposed by any public authority;
3. the Insured not having at their disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery;
4. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence, order, etc., that occurs after the date when the machinery and plant affected by an accident is again in operating condition and the business could have been resumed if the aforesaid lease, licence, order, etc., had not been suspended, lapsed or cancelled;
5. the Company will not be liable for loss resulting from interruption or interference with the business due to additions, alterations or improvements being effected to the damaged item(s) on the occasion of its repair.

### MEMORANDUM

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



## DEFINITIONS

Indemnity period	The period during which the results of the business are affected in consequence of the accident beginning with the number of hours/days stated in the Schedule after the occurrence of the accident and ending not later than the expiry of the period (time excess) shown in the Schedule after the occurrence	
Time excess	The period stated in the Schedule	
Turnover	The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises	
Revenue	The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises	
Gross profit (difference basis)	The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation	
Gross profit (specified standing charges basis)	The sum produced by adding to the net profit the amount of the insured standing charges or if there is no net profit the amount of the insured standing charges less such a proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business	
Uninsured costs	As specified in the Schedule	
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay property chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits	
Standing charges	As specified in the Schedule	
Accident	Unforeseen and sudden physical damage to the machinery described in the Schedule for this Section from any cause provided for by the Machinery Breakdown Section	
Shortage in turnover	The amount by which the turnover during the specified portion of the indemnity period shall in consequence of the accident fall short of that part of the standard turnover to which it relates	
The premises	All premises owned, used or occupied by the Insured for the purposes of the business	
Rate of gross profit	The rate of gross profit to turnover during the financial year immediately before the date of the damage	To which such adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the accident or that would have affected the business so that the figure thus adjusted will represent as nearly as may be reasonably practicable the results that but for the accident would have been after the accident
Annual turnover	as may be necessary to provide for the trend of the business and for variations the turnover during the 12 (twelve) months immediately before the date of the damage	
Standard turnover	The turnover during the period corresponding with the indemnity period in the 12 (twelve) months immediately before the date of the accident	

## BASIS OF LOSS SETTLEMENT

### 1. Gross profit (difference basis)

The insurance under item 1 of the Schedule is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable will be:

#### 1.1 For 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;

### 1.2 For increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a reduction in turnover which 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 for such charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the accident;

PROVIDED THAT:

if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

## 2. Gross profit (specified standing charges basis)

The insurance under item 2 of the Schedule is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity will be:

### 2.1 For 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;

### 2.2 For increase in cost of working:

the additional expenditure (subject to Provision 2d)) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the 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 for such of the insured standing charges as may cease or be reduced in consequence of the accident;

PROVIDED THAT:

**2.2.1** if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced;

**2.2.2** if any standing charges of the business are not insured only such proportion of the additional expenditure as the sum of the net profit and the insured standing charges bears to the sum of the net profit and all standing charges shall be brought into account when calculating the amount recoverable hereunder.

## 3. Revenue

The insurance under item 4 of the Schedule is limited to loss due to reduction in revenue and increase in cost of working and the amount payable as indemnity hereunder will be;

### 3.1 For reduction in revenue:

the amount by which the revenue during the indemnity period shall in consequence of the accident fall short of the standard revenue;

### 3.2 For increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in revenue which but for that expenditure would have taken place during the indemnity period in consequence of the accident but not exceeding the amount of the reduction thereby avoided;

**less** any sum saved during the indemnity period for such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the accident;

PROVIDED THAT:

if the sum insured by this item is less than the annual revenue (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

## CLAUSES AND EXTENSIONS

### 1. Accountant/Auditor

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 claims under this insurance may be produced and certified by the Insured's own accountants and/or auditors and their certificate will be prima facie evidence of the particulars and details to which such certificate relates.

### 2. Accumulation of stocks

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

### 3. Departments/Branches

If the business is conducted in departments/branches the independent trading results of which are ascertainable the Provisions of paragraphs 1, 2 and 3 above will apply separately to each department/branch whose results are affected by the accident;

PROVIDED THAT:

if the respective sums insured are less than the aggregate of the sums produced by applying the rate of Gross profit, Revenue or the rate of Wages (as the case may be) for each department/branch of the business (whether its results are affected by the accident or not) to the relative annual turnover thereof (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

### 4. Deposit premium

In consideration of the premium for items 1, 2, 3, 4 and/or 5 of the Schedule being provisional because they are calculated on 75% (seventy five percent) of the sum(s) insured thereby the premium is subject to adjustment on expiry of each period of insurance as follows:

If the Gross profit or Revenue earned or Wages paid (proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year most nearly concurrent with any period of insurance is less or greater than 75% (seventy five percent) of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made for the difference.

### 5. New business

For the purpose of assessing any loss sustained as the result of an accident occurring before the completion of the first year's trading the terms 'rate of gross profit', 'rate of wages', 'annual turnover', 'standard turnover', 'annual revenue' and 'standard revenue' shall bear the following meanings:

#### 5.1 Rate of gross profit

The rate of gross profit earned on the turnover during the 3 (three) months immediately before the date of the accident.

#### 5.2 Rate of wages

The rate of wages to turnover during the 3 (three) months immediately before the date of the accident.

#### 5.3 Annual turnover

Twelve times the average monthly turnover for the 3 (three) months immediately before the date of the accident.

**5.4 Standard turnover**

The turnover which would have been achieved during the indemnity period if the average turnover during the 3 (three) months immediately before the date of the accident had been maintained.

**5.5 Annual revenue**

The average revenue earned during the 3 (three) months immediately before the date of the accident.

**5.6 Standard revenue**

The revenue which would have been earned during the indemnity period if the average revenue during the 3 (three) months immediately before the date of the accident had been maintained.

**6. Overhauls**

If during a period of 6 (six) months immediately following the recommissioning of the machinery and plant after the damage 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.

**7. Salvage sale clause**

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

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

**8. Premium rebate**

- 8.1 If the gross profit and/or revenue earned and/or wages paid as Insured by item 5 of Schedule 1 (all proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year most nearly concurrent with any period of insurance is less than the respective sums insured thereon a pro-rata return of premium not exceeding 50% (fifty percent) of the premium paid on such sums insured for such period of insurance will be made for the difference;

PROVIDED THAT:

if any claim shall have arisen under these items such return will be made in respect only of so much of the difference as is not due to such claim.

- 8.2 If the specified number of 52 (fifty two) parts of the wages paid as insured by item 6 of the Schedule during the financial year concurrent with any period of insurance is less than the sum insured thereon, a pro-rata return of premium not exceeding 50% (fifty percent) of the premium paid on such sum insured for such period of insurance will be made for the difference;

PROVIDED THAT:

if any claim shall have arisen under this item no return of premium will be made.

## DETERIORATION OF STOCK (MACHINERY BREAKDOWN)

### DEFINED EVENTS

This insurance is in respect of:

1. fortuitous damage to the products and/or cold room(s) insured;
2. increase in the cost of working;

and the amount payable as Indemnity thereunder shall be:

**2.1 in respect of fortuitous damage to the products and/or cold room(s) insured:**

the value of the insured products and/or cold room(s) affected as a direct consequence of the accident but not exceeding the limit of indemnity stated in the Schedule;

**2.2 in respect of increase in the cost of working:**

the additional expenditure necessarily and reasonably incurred as a direct consequence of the accident (including costs incurred in obtaining alternative storage facilities for the insured products) wholly and exclusively incurred for the purpose of preventing or minimising damage to the insured products but not exceeding the amount that would otherwise have been indemnifiable under clause 1. above and the Company will not be responsible to more than R50 000 (fifty thousand Rand), any one event;

ALWAYS PROVIDED THAT:

- 2.2.1 other than in the case of the accidental escape of refrigerant, accident shall cause a fluctuation in temperature in the cold room(s);
- 2.2.2 the Company shall have the benefit of any saving in expenditure as a result of the accident.

### DEFINITIONS

'Accident' means:

1. **unforeseen and sudden physical damage** to the machinery described in the Schedule of this Section from any cause provided for under the Machinery Breakdown Section;
2. **failure of the public supply of electricity** at the terminal ends of the supply authority's service feeders in the Insured's premises from any accidental cause other than:
  - 2.1 the deliberate act of the Insured or any supply authority;
  - 2.2 drought or shortage of fuel at any power station;
3. (If stated in the Schedule to be covered) damage **to the insured products** contained in the insured cold room(s) caused as a direct result of the accidental escape of refrigerant following unforeseen and sudden physical damage to the refrigeration machinery described in the Schedule of this Section.

'Cold room' shall be deemed to include 'refrigeration chamber'.

'Damage' means:

Except in clause '1' of the Definition of Accident the word 'Damage' wherever it appears in this Section shall mean:

1. in respect of the insured products "destruction or impairment in value of the insured products **by deterioration or contamination or putrefaction or spoilage**"
2. (If stated in the Schedule to be covered) in respect of the insured cold room(s) "contamination by refrigerant necessitating the evacuation of the cold room(s)".

**'Value'**

The word 'Value' wherever used in this Section shall mean in respect of the insured products:

1. "The actual purchase price paid by the Insured to his/her supplier for the insured products or that part thereof affected by accident";  
  
or
2. "The actual purchase price paid by the Insured to his/her supplier for the insured products or that part thereof affected by accident to which is added the processing costs of such insured products prior to being placed in the cold room(s)";  
  
or
3. "The selling price of the insured products or that part thereof affected by accident" in respect of insured cold room(s)"

whichever is stated in the Schedule to be applicable.

**SPECIFIC EXCEPTIONS**

The Company shall not indemnify the Insured in respect of:

1. the First Amount Payable stated in the Schedule;
2. damage to the insured products and/or cold room(s) caused by bruising, rodents, pests or natural deterioration, disease or vice;
3. damage to insured products not contained in insured cold room(s) at the time of such damage;
4. consequential loss, damage or liability arising out of the damage to the insured products and/or cold room(s).

**SPECIAL MEMORANDA**

**Memo 1:**

In the event of damage to the insured products:

1. where such damage necessitates destruction of the insured products a certificate of condemnation must be obtained by the Insured from the appropriate local authority for such goods to be destroyed;
2. in cases where damage is alleged to have impaired the value of the insured products reasonable proof of impairment of value must be submitted by the Insured in respect of such insured products;
3. where the insured has incurred an increase in the cost of working so as to prevent or minimise damage to the Insured products reasonable proof of the necessity for incurring such costs must be furnished by the Insured.

## FARE-PAYING PASSENGER LIABILITY

### OPERATIVE CLAUSE

The Company will indemnify the Insured in the event of an accident occurring during the period of insurance caused by or through or in connection with:

1. any vehicle against the Insured's legal liability to pay damages and claimants' costs in connection therewith in respect of injury to any persons carried in or upon or entering or getting onto or alighting from any vehicle  
but excluding:
  - 1.1 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
  - 1.2 any claim arising out of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada, or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.

For the purpose of determining the indemnity granted:

Injury	means death or bodily injury
Vehicle	means any motor vehicle owned, hired, leased or used by the Insured

### Indemnity to others

The indemnity granted shall extend at the Insured's option and subject to Company's consent which consent shall not be unreasonably withheld to any person who is driving or using a vehicle on the Insured's order or with the Insured's permission

provided that:

1. such person shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they can apply
2. such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
3. indemnity shall not apply in respect of claims made by any member of the same household as such person
4. such person is not entitled to indemnity under any other policy except of any amount not recoverable there under.

### DEFINITIONS

Costs and expenses	<p>Shall mean those costs and expenses incurred</p> <ol style="list-style-type: none"> <li>1. by the Insured with the consent of the Company which consent shall not be unreasonably withheld           <ol style="list-style-type: none"> <li>1.1 in the defence or settlement of any claim under this policy</li> <li>1.2 in the representation at any inquest, accident inquiry in respect of injury which may form the subject of indemnity by this policy and/or defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this policy</li> </ol> </li> <li>2. for such emergency medical treatment as may appear necessary in respect of injury which may form the subject of indemnity by this policy.</li> </ol>
Limits of indemnity	<p>The Company's total liability to pay damages and claimants' costs in connection therewith and costs and expenses shall not exceed the limit of indemnity stated in the schedule in respect of any one occurrence or series of occurrences arising from one cause in connection with any one vehicle.</p>

## EXCLUSIONS

This policy does not cover liability:

1. arising out of any circumstances compulsorily insurable by legislation governing the use of any vehicle
2. whilst the vehicle is being used for racing speed or other contests, rallies or trials
3. for claims if the persons carried exceed the carrying capacity of the vehicle for which it is constructed or licensed to carry
4. whilst the vehicle is being used other than in Africa South of the Equator
5. incurred while any vehicle is being driven by:
  - 5.1 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
  - 5.2 while not licensed to drive such vehicle
  - 5.3 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
  - 5.4 who is not licensed to drive such vehicle

provided that:

6. 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 exclusion "whilst the vehicle is being used other than in Africa South of the Equator " above or
7. 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
8. while such driver is learning to drive and is complying with the laws relating to learners
9. whilst the vehicle is being used in a condition which does not comply with the provisions and regulations of the
  - 9.1 National Road Traffic Act 93 of 1996
  - 9.2 the National Road Traffic Regulations 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the use of motor vehicles on a public roadway in South Africa or
  - 9.3 any similar legislation which applies to the countries specified as the territorial limits in the schedule
10. for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement
11. for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
12. for any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

The indemnity provided by this exclusion shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to be or arising from nuclear weapons material.

## WAR, TERRORISM, EXCLUSION ENDORSEMENT NMS 2919

For loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:

1. regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - 1.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether it was declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power



- 1.2 or any act of terrorism (for the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear)
- 1.3 loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action in controlling, preventing, suppressing or in any way relating to the above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost of expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

## CONDITIONS

This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning wherever it may appear.

This policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

On the happening of any event which may result in a claim under this policy the Insured shall, at his own expense:

1. 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
2. as soon as practicable after the event inform the police of any accident
3. as soon as practicable after the event submit to the Company full details in writing of any claim
- 3.1 give the Company such proofs, information and sworn declarations as the Company may require and forward to the Company immediately any notice of claim or communication, write, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

In the event of a claim being rejected and legal action not being commenced within 6 (six) months after such rejection all benefit afforded under this policy in respect of such claim shall be forfeited.

The Company shall be entitled to investigate all and any matters which in their absolute discretion are relevant to the afore-going and the Insured shall do all things necessary to enable the Company to investigate as aforesaid.

The Insured shall not without the consent in writing of the Company make any admission, offer, promise or payment in connection with any claim against the Insured or circumstance or other matter or thing which may give rise to a claim under this policy

4. the Company shall be entitled but not obliged to take over and conduct in the name of the Insured the settlement or defence of any claim or to 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 and the Insured shall make available such information and afford access to such records as the Company may require.

The Insured shall give notice to the Company as soon as reasonably practicable of any material variation in any of the facts existing at the date of the proposal.

The Insured shall at all times take all reasonable precautions to prevent any circumstance, matter or thing which may give rise to a claim under this policy.

The Company may at any time pay to the Insured the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which a claim or series of claims under this policy can be settled and upon which payment the Company shall be under no further liability in respect of such claim or series of claims.

Where the premium is based provisionally on the Insured's estimates, the Company shall keep an accurate record containing all particulars relative thereto and as soon as possible after expiry of the period of insurance provide the Company with such particulars and information as the Company may require to enable the premium to be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply.

If any claim under this policy is in any respect fraudulent, the benefit afforded under this policy in respect of any such claim shall be forfeited.

This policy may be cancelled by the Company or by the Insured by giving 30 (thirty) days written notice of such cancellation and provided that the Company have not been notified of any claim under the policy or any circumstance, matter or thing which may give rise to such a claim

5. there shall be a pro-rata refund premium subject to the terms of condition “where the premium is based provisionally”.

Any claim made against the Insured which is the subject of insurance by any other policy shall not form the subject of indemnity by this policy and this policy shall not be drawn into contribution with such other insurance.

The due observance and fulfilment of any of the provisions of this policy that requires anything to be done or complied with by the Insured and the truth of the answers and statements in the proposal are precedent to any liability of the Company in respect of any claim made by the Insured under this policy.

If during the currency of this policy any drivers licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled or if they or he shall be charged or convicted of negligence, reckless or improper driving

6. notification shall be sent in writing to the Company immediately after the Insured has knowledge of such fact.

#### **HAZARDOUS GOODS WARRANTY**

Warranted that the transport of hazardous substances is in compliance with chapter VIII of the Road Traffic Act 1996 (Act 93 of 1996) or any other Act applicable in the country as stated in the schedule.

## VALUE ADDED SERVICES

### DEFINED EVENTS

1. Any medical emergency involving bodily injury of life threatening illness or disease contracted by guests, visitors, employees or passengers of the insured
2. Any incident involving guests, visitors, employees or passengers including but not limited to hijack, kidnap or extortion, motor accident, act of wild animals, robbery, assault, slip and fall, hunting accidents, etc.
3. Guests, visitors, employees or passengers experiencing natural disaster.

### EXCEPTION

Any costs incurred though arrangement made by the insured without prior consultation shall not be reimbursed.

### SECTION A

#### 24 Hour emergency medical evacuation and medical assistance (up to a maximum of R50 000 (fifty thousand Rand))

Territorial limits: South Africa, Lesotho. Swaziland, Namibia, Botswana, Mozambique, Angola, Zambia & Zimbabwe.

Evacuation limited to South Africa only.

1. Emergency telephonic assistance and first aid advise
2. Trauma counselling
3. Emergency response by road or air to the scene of the incident
4. Transfer by road or air to the closest, most appropriate medical facility
5. Dispatch of life saving medication and or blood
6. Return/companionship and care of stranded minors
7. Reparation of mortal remains
8. Referral to medical providers
9. Assistance with hospital admission
10. Medical monitoring whilst in hospital
11. Medical translation services
12. Obtaining medical reports, including re-existing medical reports
13. Transmission of urgent messages
14. Embassy referrals and assistance with lost or stolen documents
15. Emergency transfer and accommodation arrangements
16. Legal assistance
17. Caretaker services (costs for individual use)
18. Search and rescue services.

### SECTION B

#### 24 Hour intervention Services

The service provider will arrange the relevant services required however the client will need to cover the cost of same.

Territorial limits: South Africa, Lesotho. Swaziland only.

#### 1. Roadside Assistance

- 1.1 Flat Battery
- 1.2 (Jump start or replacement battery for members own account)

- 1.3 Flat tyre (assistance with change of tyre only)
- 1.4 Keys locked in vehicle (Unlocking only)
- 1.5 Fuel assistance (Limited to 5 (five) litres per incident)
- 1.6 Minor roadside – running repairs (electrical, coil, immobiliser, etc.)
- 1.7 Transmission of urgent messages.

## **2. Tow-in**

- 2.1 Mechanical Breakdown
- 2.2 Electrical Breakdown
- 2.3 Accidental Breakdown (to the nearest approved panel beater).

## **3. Courtesy transport**

Where the vehicle needs to be towed to a repairer, we will arrange for the occupants of the vehicle to be transported to a nominated destination. Limited to 100 km (one hundred kilometres) radius from point of origin.

## **4. Accommodation**

Where the breakdown has incurred outside a 100 km (one hundred kilometres) radius from point of origin, Resulting in an overnight delay we will arrange accommodation for occupants of the vehicle.

## **5. Vehicle Recover**

In the event of a members vehicle being left for repairs, we will pay a reasonable amount for 24 hour group B car rental or flight ticket to collect the vehicle once it has been repaired. If the vehicle is towed to a closer facility we will supplement the additional tow-in cost with the cost of car rental or ticket

## **6. HIV Protection Services**

- 6.1 Treatment within the 72 hour window period
- 6.2 24 hour access to trauma counsellors, providing telephonic counselling including post-traumatic stress disorder
- 6.3 Free psychiatric consultations with a specialist
- 6.4 Free HIV Blood tests
- 6.5 Access to STD preventative medication
- 6.6 Access to ARV's or prophylactic therapy
- 6.7 Access to morning after pill.

## **7. Trauma & assault**

- 7.1 24 hour assistance helpline
- 7.2 Emergency transport to most appropriate medical facility
- 7.3 Referrals for psychiatric consultations.

## **8. Legal Assist**

24 hour/advise helpline for any aspect of the law such as criminal law, family law, constitutional law, child law, labour law and motor law, etc.

## **9. Legal Documents**

Purchase, sale, lease agreement, employment contracts, etc.

## **EMERGENCY CONTACT NUMBERS**

**(The below to be used for Section A Emergency Medical Assistance Services)**

Africa Assist for Emergency Medical +27 (11) 211 6976

**(The below to be used for Section B Services)**

Global Choices 0861 083 272

## IMPORTANT INFORMATION

For information purposes only – the following does not form part of your insurance contract.

1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

### WARNING

3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

### COMPLAINTS PROCEDURE

9. If you have a complaint about the service or the advice you received from your Intermediary, please contact:  
**Please see disclosure notice attached to the Policy Schedule.**
10. If you have a complaint about this Policy or the service you received from us, please contact:  
**Please see disclosure notice attached to the Policy Schedule.**

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