



Policy Wording

Hollard.
sectional title

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

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

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

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:

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

Hollard's service commitment

Hollard have adopted and support the Code and are committed to complying with it. Please contact us if You would like more information about the Code.

How to resolve a complaint or dispute

Talk to Hollard first

If You have a complaint, the first thing You or Your insurance broker should do is speak to one of Hollard's staff. If your complaint relates specifically to a claim, speak with Your insurance intermediary or insurance broker to discuss the claim with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for You, You or Your insurance intermediary or insurance broker may speak to a manager. The manager will usually provide You with a response to Your complaint within a reasonable period of time. If the time frame is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative time frames. If You are not satisfied with Our response or Hollard cannot agree with You on alternative time frames, You can go to step 2.

Seek a review

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

If You are still not satisfied with Our response to Your dispute or Hollard cannot agree on alternative time frames, You can go to step 3.

Seek an independent review

You are entitled to seek an external review of Our decision. Hollard will provide You with information about options available to You, including, if appropriate, referring You 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 tell You if they can help You, as their services are not available to all customers.

You can contact the OSTI at:

The Ombudsman for Short-term Insurance

PO Box 32334

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Phone: 011 726 8900

Fax: 011 726 5501

Hollard agrees to accept an OSTI decision, however You have the right to take legal action if You do not accept their decision. You will not be able to have your dispute resolved by the OSTI if You are not eligible under the OSTI's Terms of Reference.

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

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 Your behalf and receipt thereof by or on behalf of Hollard, Hollard agrees to indemnify or compensate You by payment or, at the option of Hollard, 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 expression "Hollard" will be amended to "insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be as expressed in the Schedule of this policy and the liability of each such insurer individually will be limited to the percentage share set against its name.

Your duty of disclosure

Before You enter into a contract of insurance with an insurer, You have a duty to disclose to the insurer every matter that You know, or that the reasonable insured in Your 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.

You have the same duty to disclose those matters to Hollard before You renew, extend, vary or reinstate a contract of insurance.

Non-disclosure

If you fail to comply with Your duty of disclosure, Hollard may be entitled to reduce its liability under the contract in respect of a claim or may void the contract from the date of the material change of risk or non-disclosure.

IMPORTANT INFORMATION

Alterations to your business

To ensure continued cover under this Policy, it is important that You advise Hollard immediately of any changes to Your Business that may result in an increased chance of destruction, loss or damage to property insured or liability to third parties. Some examples which are not necessarily exhaustive of changes about which You should notify Hollard are:

- a) Changes in Your name or directors or partners;
- b) Changes to the address or location of Your Business;
- c) Changes in the nature of Your Business or trade or occupation;
- d) Alterations in construction of the premises;
- e) New business products not previously disclosed to Us,
- f) Change of tenants if you are leasing out property.

When Hollard receives notification of a change, Hollard may decide to either:

1. Adjust the premium or terms of the Policy, or
2. Cancel the Policy in accordance with the provisions of this Policy.

Hollard's agreement

The Policy wording, Schedule (which expression includes any Schedule substituted for the original Schedule) and endorsements (if any) are to be read together.

In return for Your paid or agreed payment of the premium in the event of Hold Covered terms to Hollard, subject to the terms, conditions, exclusions and limitations contained in, or endorsed on or otherwise expressed in this Policy or the Schedule, Hollard will insure You to the extent described in this Policy during the Period of Insurance or any further period for which Hollard may accept payment of the premium and indemnify You in the manner and to the extent described in this Policy.

You are insured for those items, including Variations and Extensions, for which a Sum Insured or Limit of Indemnity is shown in the Schedule or which are otherwise indicated in the Schedule as being operative. However:

- a) The Sum Insured under any item is as shown in the Schedule as or otherwise expressed in the Policy;
- b) Where the insurance is varied or extended by any Additional Benefit, Special Clause, Variation and Extension or endorsement, the insurance provided by such Additional Benefit, Special Clause, Variation and Extension or endorsement is subject to the terms, conditions, exclusions and limitations of the Policy in so far as they can apply.

The Policy, Schedule, Application and endorsements together form the agreement and are read together.

Specific exceptions, conditions and provisions will override general exceptions, conditions and provisions.

GENERAL EXCEPTIONS

1. War, riot and terrorism

- (A) This policy does not cover loss of or damage to property related to or caused by:
- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (iii)
 - a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - b) insurrection, rebellion or revolution;
 - (iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
 - (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
 - (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v) or (vi) above.
- If Hollard alleges that, by reason of clause A(i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary will rest on You.
- (B) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.
- (C) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exception 1(C) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, ethnic, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If Hollard alleges that, by reason of clause 1(C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary will rest on You.

2. Asbestos

[applicable to the Public Liability section, Employers Liability section and Sub-section D (Liability) of the Buildings section]

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a General exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

3. Nuclear

Except as regards the Commercial Crime Section, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

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

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

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

4. Computer losses

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

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

- a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising from them;
- b) any legal liability of whatsoever nature;
- c) any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

- (i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- (ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data in regard to or in connection with any such date, or
- (iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- (iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

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

Special Extension to General Exception 4

- A. Loss or destruction of or damage to You property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Employer's Liability, or Motor section is not excluded by this General Exception.

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

- 1. storm, wind, water, hail or snow excluding damage to property
 - a) arising from its undergoing any process necessarily involving the use or application of water;
 - b) caused by tidal wave originating from earthquake;
 - c) in the underground workings of any mine;
 - d) in the open (other than buildings structures and plant designed to exist or operate in the open);
 - e) in any structure not completely roofed;
 - f) being retaining walls;

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

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 will not apply to any Public Liability indemnity.

5. Cyber exclusion

This Policy excludes any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Incident. Cover will be provided for physical loss or damage to the property insured under this Policy, which is caused by an insured peril, including business interruption resulting therefrom, directly occasioned by a Cyber Incident. Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data directly occasioned by the Cyber Incident shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause.

Meaning of words

1. **"Cyber Incident"** shall include:
 - unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
 - Malware or Similar Mechanism;
 - programming or operator error whether by the insured or any other person or persons;
 - any unintentional or unplanned, wholly or partially, outage of the Insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons. "
2. **"Computer System"** means:

any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.
3. **"Electronic Data"** means:

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
4. **"Malware or Similar Mechanism"** means:

any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to "Virus", "Trojan Horses", "Worms", "Logic Bombs" or "Denial of Service Attack".

6. Damage or loss causes directly or indirectly by Infectious or contagious disease

Notwithstanding any specific provision of a specific section of this policy including any exclusion, exception, insured peril, extension or other provision not mentioned herein which specifically overrides a general exclusion, this policy does not cover death, injury, sickness, loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of:

1. any infectious or contagious disease (of whatsoever nature or cause);
2. any indication, fears or threat of a possible infectious or contagious disease (of whatsoever nature or cause);

irrespective:

- i) of where in the world such disease may exist or be feared to exist;
- ii) of whether or not a declaration by a local, regional, international or governmental authority including but not limited to the President of South Africa that an infectious or contagious disease exists locally or in any area or nationally or constitutes or has given rise to a national state of disaster or emergency.

7. Detention, confiscation and forfeiture

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

8. 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.

9. Violation of sanctions

Hollard will not pay for claims where doing so would violate trade or economic sanctions imposed by the United Nations, the European Union, the United Kingdom or the United States of America.

10. Defective design, lack of maintenance and cost of maintenance

This policy does not cover loss of or damage caused by or attributed to defective design, defective workmanship, defective construction or defective material or lack of maintenance of the insured property

11. Wear and tear

This policy does not cover damage which occurs gradually over a period of time, including wear and tear.

12. Floor coverings

This policy does not cover the replacement of floor coverings other than in the room or rooms in which damage occurred.

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 will 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 You against the defined events, Hollard will be liable to make good only a rateable proportion of the amount payable by or to You 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, will be subject to average in like manner.

Unless so described and specifically insured as a separate item

3A. Cancellation

This policy or any section may be cancelled at any time by Hollard giving 30 days' notice in writing (or such other period as may be mutually agreed) or by You giving immediate notice. On cancellation by You, Hollard will be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by Hollard, You will be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to general condition 4.

3B. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by Hollard by due date, this insurance will be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless You can show that failure to make payment was an error on the part of Your bank or other paying agent.

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

- a) each third
- b) each sixth or
- c) each twelfth calendar month following the month of inception or the month of last payment where premium is payable quarterly, half-yearly or annually.

Payments by instalment

If payment is to be made by instalments, then failure to pay any instalment for a period of 15 days or longer may result in Hollard refusing to meet any claim arising from an event occurring after the due date of the instalment. If the instalment is overdue for a period of one month or longer, Hollard may cancel Your policy without further notice.

4. Adjustment of premium

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

5. Prevention of loss

You will take all responsible steps and precautions to prevent accidents or losses. You are also required to comply and adhere to laws and regulations, by-laws and rules which are material to the risk (irrespective of whether the laws, regulations, by-laws and rules are in force at the date the Policy is issued, or are enacted after that date). The failure to adhere to any applicable law, regulation, by-law or rule will entitle Hollard to reject any claim where such failure is material to the loss/damage.

6. Claims

- a) As soon as possible after the happening of an occurrence, accident or event that may give rise to a claim against Hollard, You or Your legal representative must at Your own expense:
 - (i) advise details to Hollard, and provide particulars of any other insurance covering such events as are hereby insured, and then send written confirmation within 30 days.
 - (ii) take all reasonable steps to minimise the loss, damage or liability, and to prevent any further loss, damage or liability. Hollard will not be liable in respect of any further damage arising out of the continued use of damaged property, until such property is repaired to Hollard's satisfaction.
 - (iii) use best endeavours to preserve any damaged or defective appliances, plant or things that might prove necessary or useful by way of evidence in connection with any claim and, so far as possible, with due regard for safety, no alteration or repair will be made without Hollard's consent. Retain all damaged property for inspection by Hollard.
 - (iv) give Hollard such proof, information and sworn declarations as Hollard may require and forward to Hollard immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against You in connection with the event giving rise to the claim and forward to Hollard every communication, Writ or Summons within 72 hours of receipt by You or service upon You.
 - (v) as soon as practicable after the event advise the nearest Police Station in the case of property lost, stolen or vandalised, motor vehicle accidents, and obtain a written Police report if requested by Hollard and take all practicable steps to discover the guilty party and to recover stolen or lost property.
 - (vi) advise Hollard of any impending prosecution or inquest or any official statutory enquiry investigating an occurrence.
 - (vii) as soon as practicable after the event submit to Hollard full details in writing of any claim.
- b) Where a claim arises, You must not authorise repairs to, or arrange replacement of, any of the property relevant to the claim without Hollard's consent other than as provided for under 6a) (ii) above
- c) You, or any person making a claim under this Policy, must not make any admission of liability, statement or payment or promise or offer of payment in connection with any such claim, without Hollard's written consent.

- d) At Your own expense, You will furnish Hollard with such books or account and other business books, computer records, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence together with a statutory declaration as Hollard may require for the purpose of investigating or verifying a claim under this Policy and You and Your accountants must cooperate fully in this regard.
- e) If Hollard agrees to indemnify You under any Section of this Policy in respect of a claim, Hollard will make progress payment to You on account of that claim at such intervals and for such amounts as may be mutually agreed.
- f) No claim (other than a claim under the business interruption, commercial crime section or the personal accident (assault) extension under the money section, if applicable) will be payable after the expiry of 24 months or such further time as Hollard 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 Your legal liability to a third party.
- g) No claim will be payable unless You claim payment by serving legal process on Hollard within 6 months of the rejection of the claim in writing and pursue such proceedings to finality.
- h) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, You will render all assistance in the identification and physical recovery of such property if called on to do so by Hollard, provided that Your reasonable expenses in rendering such assistance will be reimbursed by Hollard. Should You fail to render assistance in terms of this condition when called upon to do so, You will immediately become liable to repay to Hollard all amounts paid in respect of the claim.

7. Hollard's rights after an event (subrogation condition)

- a) On the happening of any event in respect of which a claim is or may be made under this policy, Hollard and every person authorised by Hollard may, without thereby incurring any liability and without diminishing the right of Hollard 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 will be evidence of Your leave and licence to Hollard to do so. You will not be entitled to abandon any property to Hollard whether taken possession of by Hollard or not;
 - (ii) take over and conduct in Your name the defence or settlement of any claim and prosecute in Your name for Your own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity will be made by You without the written consent of Hollard.
- b) You will, at the expense of Hollard, do and permit to be done all such things as may be necessary and/or reasonably required by Hollard for the purpose of enforcing any rights to which Hollard will be, or would become, subrogated upon Your indemnification whether such things will 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, Hollard may, upon the happening of any event, pay to You the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and Hollard will thereafter not be under further liability in respect of such event.

8. Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf or with Your knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with Your connivance, or if You have inflated Your claim in any way, the benefit afforded under this policy in respect of any such claim will be forfeited.

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

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

10. Breach of conditions

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

11. No rights to other persons

Unless otherwise provided, nothing in this policy will give any rights to any person other than You. Any extension providing indemnity to any person other than You will not give any rights of claim to such person, the intention being that You will claim on behalf of such person. Your receipt will in every case be a full discharge to Hollard.

12. Insurable interest

- a) You must have an insurable interest in any item insured under this policy at the date of the event giving rise to a claim.
- b) If Your 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, who bears the risk of loss, You must advise Hollard of the nature and extent of Your insurable interest before the cover starts. The cover for any such item will only start when Hollard has given You written confirmation that Hollard agrees to insure the property.
- c) Should the nature or extent of Your insurable interest in any item insured under this policy change You must notify Hollard in writing of the change immediately and if You do not Hollard may reject Your claim if You do not have an insurable interest that Hollard has agreed to insure.

13. Value-added Tax (VAT)

- a) Definition

VAT means the amount of value-added tax payable by You or Hollard to the revenue authorities in the Republic of South Africa.

- b) VAT-inclusive condition

It is understood and agreed that the monetary amounts as reflected in the sums Insured and/or limits of indemnity will 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 applies, 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 a) and b) above, Hollard will, to the extent that You are 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 the Policy, provided that the total amount payable for any defined event and the value-added tax related thereto will not exceed the sum insured/limit of indemnity set against such defined event.

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 will be adjusted automatically.

14. Consent to disclosure of private information

- a) You acknowledge 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.
- b) On behalf of Yourself and on behalf of anyone You represent herein, You hereby waive any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by You, or on Your behalf.
- c) You consent to such information being stored in the shared database and used as set out above.
- d) You also consent to such information being disclosed to any insurer or its agent.
- e) You further consent to any underwriting information being verified against legally recognised sources or databases.
- f) You agree that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

15. Interest on payments

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

16. Law and legal jurisdiction

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

You undertake that You will not institute any action against Hollard nor bring joinder proceedings against Hollard in the Court of any country other than the Republic of South Africa.

17. Change of interest

The cover provided by this Policy will be void with respect to any item insured:

- a) to which any alteration after the commencement of this insurance takes place;
- b) whereby Your interest ceases except by will or operation of law;
unless notice has been given to Hollard in writing as soon as practicable after such alteration and an additional premium paid if required.

18. National building regulations

Cover under this policy is conditional thereon that all properties must comply with the National Building Regulations and plans submitted to and approved by the local authority at the relevant time.

19. Obsolescence clause

In the event of loss of or damage to:

- a) electronic motors;
- b) telephonic communication equipment;
- c) security control equipment (inclusive of cameras);
- d) alarm and detection systems;
- e) TV aerials including television transmission or reception equipment;
- f) closed circuit cameras and monitors;
- g) 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 said equipment being considered or declared obsolete; then at the option of Hollard the basis of the indemnity

will be cash-in-lieu and will be the original purchase or determined costs thereof less a rate of depreciation based on an accumulative rate of 15% per annum; as from the date of purchase or installation.

Such indemnity will relate to the physical cost of the said equipment; as defined herein; and will exclude the costs of labour and installation.

Upon Hollard having agreed to indemnify You in terms of this clause; then at the option of Hollard You will have the equipment being the subject of the claim; removed from its place of installation prior to payment of such indemnity and delivered to Hollard or Underwriters at the named offices.

Such cost of removal and delivery will be agreed with Hollard and Underwriters and these costs will be for the account of Hollard.

20. Dye-lots, patterns and textures clause

In the event of any property (or portion of such property) being the subject of an insurance claim; and being supplied or manufactured in specific dye-lots, colours, patterns or textures; and at the time of such claim the property (or portion of such property) being the subject of the claim is not available (in whole or in part) in such dye-lots, colours, patterns or textures, then Hollard will only indemnify You 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.

21. Suspension of insurance cover

Hollard may at its option; suspend insurance cover relative to any section of the Schedule to this policy in the event of:

- a) Your failure to comply with any statutory or building requirement to which this insurance is subject;
- b) any condition to which the policy may be subject to in writing or endorsement by Hollard and thereafter directed to You or Your appointed representative.

22. 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.

GENERAL PROVISIONS

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

A. Claims preparation costs

The insurance provided by each section of this policy is extended to include costs reasonably incurred by You in producing and certifying any particulars or details required by Hollard in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of Hollard for such costs in respect of any one claim will not exceed, in respect of a particular section, R10 000 or 10% of the sum insured or limit of indemnity on the item affected, whichever is less, plus any amount stated in the Schedule to each section against an item for additional claim preparation costs.

B. Payments on account

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

C. Deductible

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

D. Members, directors, partners or employees

Wherever the word "members, directors, partners or employees" appears in the wording it is deemed to include "trustees".

E. Liability under more than one section

Hollard will 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.

F. Meaning of words

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

G. Premium payment

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

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

H. Holding covered

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

I. Schedule sums insured blank

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

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

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

J. Security guard

If an employee of a security firm employed by You under a contract causes loss or damage, Hollard agrees, if in terms of the said contract You may not claim against the said security firm, not to exercise Hollard's rights of recourse against the said security firm.

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

K. Average

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

L. Power surge

The power surge Provision is applicable to each of the following Sections:

- A. Fire;
- B. Buildings Combined;
- C. Office Contents;
- D. Accidental Damage;
- E. Business Interruption.

The Company shall indemnify the Insured up to R100 000 (one hundred thousand rand), in the aggregate, for each and every occurrence or series of losses from one event;

PROVIDED THAT:

- 1. the Insured shall be responsible for the first 10% (ten percent) with a minimum of R2 500 (two thousand five hundred rand) for each and every claim; or
- 2. if the Insured can prove to the satisfaction of the Company that an approved surge protector is installed, then the deductible mentioned in 1. above shall be waived.

Subject to the Definitions, Provisions, Specific Exceptions, Terms and Conditions in these Sections.

ENDORSEMENT 0001G (GENERAL)

Recommendations and improvements

The policy will strictly be subject to all the risk improvements and requirements as per notification – Applicable to all relevant policy sections. Please take special note of the implementation period applicable.

Territorial extension/sum insured limits

Cover under the policy is subject to the following amendments:

The maximum liability /loss under this policy in respect of any claims under the Fire, Buildings Combined, Office Contents, Business Interruption and Accidental Damage sections of the policy is limited to 10% (or R336 000 000 whichever is the lesser) of policy sum insured for incidental risks situated outside Sub-Saharan Africa.

WHEN HOLLARD MAY REFUSE A CLAIM

Hollard may refuse to pay a claim, or Hollard may reduce the amount paid to You, if:

- a) You do not do what Your duty of disclosure requires You to;
- b) You:
 - (i) are not truthful,
 - (ii) have not given Hollard full and complete details, or
 - (iii) have not told Hollard something when You should have, when applying for the insurance, or when making a claim;
- c) You do not at all times take all reasonable care as Hollard requires You to do d) You do any of the following without Hollard agreeing to it first:
 - (i) make or accept any offer or payment or in any other way admit You are liable, (ii) settle or attempt to settle any claim, or
 - (iii) defend any claim;

- e) cover is specifically excluded in the policy;
- f) You have not complied with any of the requirements of making a claim; or
- g) You are in breach of any other conditions of Your policy.

Remember, if You prevent Hollard’s right to recover from someone else or if You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or legal liability which is covered by this policy, Hollard will not cover You under this policy for that loss, damage or legal liability.

GENERAL DEFINITIONS

Act	<p>As applied to the issued policy and the interested parties being subject to either:</p> <p>The Sectional Titles Act 95 of 1986 (as may be amended or replaced)</p> <p>or</p> <p>The Companies Act of 2001 (section 21) (companies not for gain) (as may be amended or replaced)</p> <p>or</p> <p>The Share-blocks Control Act 59 of 1980 (as may be amended or replaced)</p>
Body corporate/home owners associations/ share-block investors	<p>a) Body Corporate The controlling body of the building(s) described in the schedule and acting within the requirements of the Sectional Title Act 95 of 1986 (or as may be amended).</p> <p>b) Home Owners Association The directors of a company acting within the requirements of the Companies Act 2001 (section 21) (companies not for gain) (or as may be amended).</p> <p>c) Shareblock Investors The directors/members of a syndicate or company acting within the requirements of the Shareblocks Control Act 59 of 1980 (or as may be amended).</p>
Buildings	<p>Are deemed to include outbuildings and landlord’s fixtures and fitting therein and thereon including fitted carpets and lifts with all associated equipment, transformers, motors, boilers, air-conditioning, standby generators and walls (except dam walls), gates, posts, fences (excluding hedges) and sporting/recreational structures including but not limited to swimming pools, tennis courts (including floodlights), sauna/spa baths/Jacuzzi’s and water pumps, pool machinery, borehole motors and brick, tar, concrete paved roads, driveways, parking areas, paths or patios all Your property and situate as stated in the schedule.</p> <p>Unless otherwise stated in the schedule, the buildings and outbuildings will be constructed of brick, stone, concrete, or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos</p>
Business	<p>The duties and requirements of a Body Corporate in terms of the Sectional Titles Act 95 of 1986 as may be applied to this insurance and the registered rules agreed and amended by the appointed Trustees or as may be amended by statutory regulations and or the provisions thereof</p> <p>or</p> <p>The duties and requirements of the directors of a Company governing the activities of a Home Owners Association as determined in accordance with the requirements of the Companies Act of 2001 (section 21) (companies not for gain) as may be applied to this insurance or amended by statutory legislation and or the provisions thereof</p> <p>or</p> <p>The duties and requirements of the directors/members of a "share-block" as determined in accordance with the requirements of the Shareblock Control Act 59 of 1980 as may be applied to this insurance or amended by statutory legislation and or the provisions thereof.</p>
Common property	<p>That part of the property insured which does not form part of a section and described on the Sectional Plan in the schedule</p>

Employee	<p>Any person or persons over whom an authorised Trustee of the Body Corporate or authorised Director of the Company governing the Home Owners Association or director or member representing the interest of the Shareblock Investors; have effective direction and control as to the effort and outcome or the work undertaken by an "employee" or "employees" whilst engaged by the Body Corporate or Home Owners Association provided the "employee" or "employees" act whilst; during and within the scope of their authorised and appointed employment; and are qualified in the undertaking of their required services.</p> <p>The activities of any Managing Agent(s) and or their employees or appointed contractors (or their subcontractors) are specifically excluded in terms of the definition of an "Employee"</p>
Owner	All registered owners of a Unit including the owner's spouse, children and other persons normally residing with him/her
Participation quota in the common property	The participation quota of a section or of the owner of a section is that proportion designated in the Sectional Plan and/or Rules of the Controlling Body
Scheme	The Sectional Titles Development Scheme in terms of the Sectional Titles Act 95 of 1986 or investment entitlement of investors in terms of the Companies Act 2001 (section 21) (companies not for gain) or investment entitlement of investors in terms of the Shareblocks Control Act 59 of 1980
Section	A section of property as shown on the sectional plan bearing the number stated in the participation quota schedule; or that interest in a unit representing an investor's interests and entitlement
The insured/You	The Insured [hereinafter You] includes all owners and all mortgages of registered mortgage bonds over the units in the scheme for their respective rights and interests
Trustees	The elected trustees of the Body Corporate
Unit	The section designated on the Sectional Plan including its undivided share in the common property apportioned to it in accordance with its participation quota or that interest in a unit representing the investors' entitlement as a Shareblock Investor

BUILDINGS

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

1. Damage by the perils described

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

2. Loss of rent as provided for in sub-section C.

Provided that no amount will be payable in terms of this section except in the event of actual physical loss of or damage to insured property, notwithstanding that the insured property may have been deemed to have been destroyed in terms of Section 48 of the Act, and the provisions of that section do not apply in regard to the application or interpretation of this policy.

SUB-SECTION: A PROPERTY

1. Fire, lightning, thunderbolt, subterranean fire, explosion, meteorite.
2. Storm, wind, water, hail or snow other than:
 - a) that arising from its undergoing any process necessarily involving the use or application of water;
 - b) wear and tear or gradual deterioration;
 - c) loss or damage:
 - (i) to retaining walls unless Hollard is in receipt of a certificate which has been issued by a professional engineer;
 - (ii) caused or aggravated by:
 - subsidence or landslip, erosion, collapse, active soils or any other movement of earth;
 - Your failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage.
3. Earthquake.
4. Aircraft and other aerial devices or articles dropped from them.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles.
6. Theft (or any attempt thereat) accompanied by the use of force and or the forcible and violent entry into or exit from such building or property.
 - a) If any building insured or containing Your property becomes unoccupied for 30 consecutive days, this item is suspended as regards the property affected unless You obtain the written agreement of Hollard to continue this insurance before the occurrence of damage.
 - b) During the period of the initial unoccupancy of 30 consecutive days You will become a co-insurer with Hollard and will bear a rateable proportion of any damage equal to 20% of the claim before deduction of any Deductible.

7. Accidental damage to or breakage of glass or sanitary ware, such as fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and veranda's, fixed wash-basins, pedestals, sinks, lavatory pans, splash backs and cisterns (but excluding chipping, scratching and other disfiguration).
8. Accidental breakage or collapse of radio or television aerials, satellite dishes, aerial fittings or masts, Hollard's liability will not exceed R2 000 any one event.
9. Accidental damage including electrical or mechanical breakdown to pumps and machinery for swimming pools, boreholes, sauna/spa baths/Jacuzzi's, automatic gates and garage doors in domestic use. BUT Hollard will not be liable for damage to property resulting from or caused by wear and tear, gradual deterioration, insects, vermin or any process of cleaning, repairing, altering or restoring, corrosion, erosion, deposit or scale, sludge or other sediment, chemical action or rust. Hollard's liability will not exceed R2 000 any one event.
10. Sudden and unforeseen bursting and overflowing of water or oil from tanks, apparatus or pipes including any fixed water or oil-fired heating installation including damage to tanks, apparatus or pipes BUT excluding all damage as a result of wear and tear and gradual deterioration, whether visible or concealed, and excluding geysers which are more specifically insured under The Geysers All Risks Section.

Specific condition (not applicable to 7, 8, 9 or 10 above)

AVERAGE

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then You will be considered as being Your own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this condition. This condition will apply to the individual unit (excluding the owner's interest in the land) and not to the property as a whole.

SUB-SECTION B: PUBLIC SUPPLY CONNECTIONS

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

SUB-SECTION C: RENT

1. Loss of rent receivable from tenants

Loss of Rent as a result of the property insured being so damaged by any of the perils specified in Sub- Section A, as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 30% of the sum insured. The basis of calculation will be the rent payable to You immediately preceding the damage or the rental equivalent.

2. Owners as occupiers alternative accommodation

In consequence of the property being so damaged by any of the perils specified in Sub-Section A as to be rendered untenable

- a) Hollard will indemnify You in respect of the reasonable cost of equivalent alternative accommodation up to a limit of 30% of the sum insured.

Cover is furthermore extended to include:

- b) Hollard will indemnify You in respect of the reasonable cost of alternative accommodation for live in domestic employees limited to an amount of R15 000 in the aggregate per period of insurance, and
- c) Hollard will indemnify You in respect of the reasonable cost of alternative accommodation for Your domestic pets limited to R2 500 in the aggregate per period of insurance

The insurance provided herein does not cover any loss which at the time of happening of such loss is insured by or would but for the existence of this policy be insured by any other policy except in respect of any deductible beyond the amount which would have been payable under the policy had this insurance not been effected.

CLAUSES AND EXTENSIONS

1. Subsidence and landslip extension (standard) to Sub-Section A

The following peril is automatically added to the perils applicable to sub-section A – Property unless specifically excluded:

- a) Sub-section A Property is extended to include loss of or damage to the building caused by subsidence or landslip of the land supporting the building, or heave, provided that such loss or damage is not caused by or does not arise from:
 - (i) normal settlement, shrinkage or expansion of the building;
 - (ii) alterations, additions or repairs to the building;
 - (iii) the compaction or infill;
 - (iv) defective or faulty design, materials or workmanship; (v) excavations including mining operations;
 - (vi) contraction and/or expansion of soil, clay or similar types or moist or damp;
 - (vii) removal or weakening of support to the building;
 - (viii) buildings constructed on dolomite sites.
- b) Excluded cover:
Loss of or damage to the following is automatically excluded:
 - (i) swimming pools and surrounds, tennis courts, terraces, patios, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts, fences, retaining and screening walls unless the building is damaged at the same time by the same event.
 - (ii) solid floor slabs or any part of the building resulting from the movement of such slabs unless the foundation supporting the external walls of the building are damaged by the same cause at the same event.
 - (iii) consequential loss of any kind whatsoever.
 - (iv) damage existing at commencement of cover.
- c) No cover is provided for the work necessary to prevent further loss or damage to subsidence, landslip or heave except where appropriate design precautions are implemented during the original construction of the building and any subsequent additions thereto.
- d) You may be required to prove that the loss or damage being claimed for was caused by subsidence and/or landslip or heave.

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

2. Subsidence and landslip extension to Sub-Section A – extended cover (if stated in the Schedule to be included)

The following peril is added to Sub-section A – Property:

Damage caused by subsidence or landslip, provided that You will bear the first portion of each and every claim up to an amount calculated at 1% of the Sum Insured as stated in the schedule.

This extension does not cover:

- a) damage to drains, water courses, boundary walls, gates, posts and fences unless specifically insured.
- b) damage caused or attributable to:
 - (i) faulty design or construction of, or the removal or weakening of support to any building situated at the insured premises.
 - (ii) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
 - (iii) excavation on or under land other than excavations in the course of mining operations.

- c) consequential loss of any kind whatsoever including loss of rent.
- d) normal settlement, shrinkage or expansion of the building.
- e) active soils, except where professional engineering design precautions have been implemented during construction.
- f) the densification of made up ground or infill or by inadequate compacting of filling.
- g) damage from a cause which existed prior to the commencement of the policy.
- h) solid floor slabs or any other part of the building resulting from the movement of such slabs, unless the foundations supporting the external walls of the building are damaged at the same cause at the same time.
- i) work necessary to prevent further destruction or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

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

3. Locks and Keys

In addition to the limit of indemnity stated in the schedule, Hollard will indemnify You in respect of the cost of replacing locks and keys to any of the insured's property following upon the disappearance of any key to such premises or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that Hollard's liability shall not exceed the limit stipulated on the schedule less any applicable deductible.

DEFINITIONS

Subsidence	the downward movement of a site on which buildings may or may not stand, from causes unconnected with the building (if present)
Landslip	the downward and/or sideways movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground
Settlement	the downward movement of a site due to the application of superimposed loading which is the wholly natural effect of superimposing a load on a site and is unpredictable
Active Soils	a soil that changes in volume to varying degrees in response to changes in moisture content, i.e. the soil may increase volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out

Prevention of access extension to Sub-Section C

If property within a 10km radius of the premises stated in the schedule is lost or damaged by a peril defined in Sub-Section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this section, Hollard will pay any loss of rent You may incur as a result thereof up to an amount not exceeding 30% of the sum insured on the affected property. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

Architects' and other professional fees clause

The insurance under Sub-Section A includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 15% of the amount payable in respect of such damage and provided that the total amount recoverable will not exceed the sum insured on the property affected. The amount payable in respect of such fees will not include expenses incurred in connection with the preparation of Your claim.

Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount not exceeding 15% 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.

Cleaning and maintenance equipment

The insurance under this section of the policy is extended to include cleaning and maintenance equipment owned by You for maintaining and cleaning the premises and kept on said premises, to the sum insured indicated on the policy schedule.

Cost of demolition and clearing and erection of hoardings clause

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

Hollard 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.

Escalator clause extension

During each period of insurance, the sum(s) insured under Sub-Section A of this section will 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.

In default thereof, the provisions of this clause will cease to apply.

Fire extinguishing charges clause

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

Loss of water – automatic cover

Hollard will indemnify You for the cost of water lost through leakage of pipes in any unit or on the common property where You are responsible for paying the charge for such water, subject to the following:

- a) In the event of the quarterly reading of the water consumption exceeding the average of the last previous four quarter's readings by 50% or more, Hollard will indemnify You for the cost of such additional water consumed up to the limit stated on the schedule.
- b) There will be no indemnity if the water consumption exceeds the average by less than 50%.
- c) automatic cover up to an amount not exceeding R5 000.

Loss of water extension (if indicated on the Schedule to be insured)

Hollard will indemnify You for the cost of water lost through leakage of pipes in any unit or on the common property where You are responsible for the paying the charge for such water, subject to the following:

- a) In the event of the quarterly reading of the water consumption exceeding the average of the last previous four quarter's readings by 50% or more, Hollard will indemnify You for the cost of such additional water consumed up to the limit stated on the schedule.
- b) There will be no indemnity if the water consumption exceeds the average by less than 50%.
- c) up to an amount not exceeding R20 000.

Home modifications

Hollard will contribute up to the maximum amount stated in the schedule towards necessary modifications to any insured property as defined herein following an event that gives rise to a claim that is agreed and processed by Hollard, which results in permanent disability to the Owner as defined herein.

Mortgagee clause

The interest of any mortgagee(s) in the buildings, improvements, landlord's fixtures and fittings and rent insured only will not be prejudiced by:

- a) any act or neglect of the Body Corporate or any of the owners of units as defined in the Act, or
- b) any misrepresentation or non-disclosure of any of the owners of units at the time when the insurance is effected or renewed or during the currency thereof, or
- c) the alienation of the property, or
- d) the occupation thereof for purposes more hazardous than permitted by the policy.

Provided that:

- (i) such act, neglect, misrepresentation, non-disclosure, alienation or occupation will have been effected without the knowledge and privity of the mortgagee(s), and
- (ii) the mortgagee(s) will notify Hollard of the happening or existence of such act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as same comes to his or her knowledge, and
- (iii) the mortgagee(s) will on reasonable demand, pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or have been, assumed by Hollard during the continuance of the Insurance, and
- (iv) any compensation payable in terms of this section will be payable direct to the mortgagee(s) of the particular unit in this section or the aggregate of the amounts due by the unit owner to the mortgagee under the mortgage bonds whichever is less.

Provided further that:

- a) all and any amounts becoming payable by Hollard under this section as a result of damage to the buildings, improvements or landlord's fixtures and fittings will unless otherwise resolved or ordered in terms of Section 36 of the Act, be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 36 of the Act that such damage or destruction should not be reinstated the proceeds of any claim applicable to a unit will be made in the first place to the mortgagee(s) of the particular unit up to the value allocated to the particular unit in this section or the aggregate of the amounts due by the unit owner to the mortgagee(s) under their mortgage bonds whichever is less,
- b) as regards this clause the specific condition of average will apply to the individual units (excluding the owner's interest in the land) and not to the property as a whole.

Municipal plans scrutiny fee clause

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

Public authorities' requirements clause

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

1. the amount recoverable under this clause will not include:
 - a) the cost incurred in complying with any of the aforesaid regulations:
 - (i) in respect of damage occurring prior to granting of this clause;
 - (ii) in respect of damage not insured by this section;
 - (iii) under which notice has been served upon You prior to the happening of the damage;
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;

- b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
 - c) the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of Hollard under this clause not being thereby increased.
 3. if the liability of Hollard under any item of this section apart from this clause is 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 is reduced in like proportion.
 4. the total amount recoverable under any item of this section will not exceed the sum insured thereby.

Railway and other subrogation clause

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

Reinstatement value conditions

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

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to 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 will be made;
2. until expenditure has been incurred by You in replacing or reinstating the property, Hollard will not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of Your insured property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then You will be considered as being Your own insurer for the excess and will bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply will be separately subject to this provision;
4. these conditions will be without force or effect if:
 - a) You fail to intimate to Hollard within six months of the date of damage, or such further time as Hollard may in writing allow, Your intention to replace or reinstate the property;
 - b) You are unable or unwilling to replace or reinstate the property on the same or another site.

Temporary removal clause

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

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

Tenant's clause

The insurance will not be invalidated by any act or omission on the part of an owner of a unit (except if committed by all owners in concert or except in respect of damage belonging to the owner whose act or omission caused the damage) or a tenant thereof (without Your or the owner's knowledge), provided that You or the owner notify Hollard as soon as such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to Your knowledge and pay on demand the appropriate additional premium from the date any increased hazard will be assumed by Hollard.

Inflation contingency extension

Hollard will pay the additional costs of reinstatement incurred between the time of the loss and actual reinstatement or replacement which are due to escalation costs. Provided that:

- (i) the indemnity herein will be without force or effect if You are unable or unwilling to reinstate or replace the property damaged on the same or another site,
- (ii) any amounts payable which may be indemnified in terms of any other policy will be deducted from any amount payable in terms of this policy,
- (iii) this extension is limited to the percentage specified in the schedule based on the replacement value at the time of loss.

Malicious damage extension

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

1. movable property which is:
 - a) stolen;
 - b) damaged in an attempt to remove it or part of it from any premises owned or occupied by You.
2. immovable property owned or occupied by You occasioned by or through or in consequence of:
 - a) the removal or partial removal or any attempt thereat, or
 - b) the demolition or partial demolition or any attempt thereat of the said immovable property or any part thereof with the intention of stealing any part thereof.

provided that this extension does not cover:

- a) loss or damage related to or caused by fire or explosion,
- b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured,
- c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
- d) loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities ,
- e) damage related to or caused by any occurrence referred to in General exception 1 (A) (i), (ii), (iii), (iv), (v) or (vi), of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

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

During the period of the initial unoccupancy of 30 consecutive days You will become a co-insurer with Hollard and will bear a proportion of any damage equal to 20% of the claim before deduction of any Deductible.

Removal of trees clause

The cost of removing trees when they have fallen upon and caused damage to the insured property will be borne by Hollard.

Garden landscaping clause

The insurance under this section is extended to include the cost of reinstating landscaped gardens forming part of the insured property following damage to the insured buildings as a result of an insured peril subject to the limit of cover stated in the policy schedule.

Security services clause

The cover provided by this section is extended to include the cost of hiring of security guards and/or services to protect the insured property consequent upon the security of the insured property being breached by an insured peril subject to the limit of indemnity stated in the policy schedule.

Riot and strike extension (if stated in the Schedule to be included)

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

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

provided that this extension does not cover:

- a) loss or damage occurring in the Republic of South Africa and Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities;
- e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

SPECIAL CONDITIONS AND ENDORSEMENTS

Surge arrestors: (electronic equipment)

No indemnity for loss of or damage to electronic equipment arising from lightning or power surge will be provided unless surge arrestors are installed on the insured premises on all data lines, power supplies and to electronic distribution boards.

All loss or damage to the property insured by power surges or lightning strikes will be subject to an additional deductible of 10% of the net amount payable for the items so damaged subject to a minimum of R500 each and every claim. However should the property insured be appropriately protected by Power Surge arrestors or suitable safeguards against electrical supply fluctuations, then this additional deductible will be waived.

Water leak detection

Costs necessarily and reasonably incurred by the insured in:

1. locating the source of leaking, bursting, discharging, or overflowing of tanks, apparatus or pipes but excluding geysers, used to carry water (including damage to other property necessary to effect the repair or replacement) and repairing or replacing the defective part or parts of such tanks, apparatus or pipes up to a limit of R5 000 any one event and subject to the utilisation of a Hollard approved service provider.
2. cleaning up any pollution damage to land at the risk address, as a direct result of leakage described under this extension with the cost to be incorporated in the limit specified in item 1 above.

Provided that the leaking, bursting, discharging or overflow is caused by an event not excluded by the policy including wear and tear and gradual deterioration or lack of maintenance.

SPECIAL RISK GEYSERS ALL RISKS

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

Loss of or damage to the geysers and attachments as defined, directly or indirectly caused by or attributed to or arising from rupturing, rust, decay, gradual deterioration, wear and tear, cracking, splitting, inherent vice or latent defect.

Definition of geyser

The geyser unit itself including cylinder, cover, thermostat, element, vacuum breaker(s), safety valve, pressure control valve, expansion relief valve, sacrificial anode, drain cock, drip trays and pans, wiring from the element to the isolator switch including the isolator switch.

Limit of liability

The liability of Hollard under this section will not exceed the amounts as stated in the schedule and You will bear the first portion of each and every claim as stated under the Deductible in the schedule.

Specific exceptions

Hollard will not be liable for:

1. loss of or damage directly or indirectly caused by or contributed to or arising from faulty or defective design,
2. consequential loss of any kind whatsoever,
3. loss of or damage directly or indirectly caused by or contributed to or arising from the failure of and/or the deliberate withholding and/or lack of supply of water, gas, electricity or fuel,
4. any item forming part of the geyser and attachments covered by any guarantee,
5. the call out cost to attend to isolated incidents relating to the following without actual geyser related damage:
 - a) ripple relays,
 - b) faulty circuit breakers.

Specific condition for this extension

The geyser(s) must be installed in accordance with SANS specification 10254 where applicable and in accordance with the manufacturers specifications or any other SANS specification applicable.

BUSINESS INTERRUPTION

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

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:

- a) the buildings combined section of this policy,
- b) the office contents section of this policy,
- c) any other material damage insurance covering Your interest.

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

Hollard will indemnify You in accordance with the provisions of the specification hereinafter set out.

SPECIFIC CONDITIONS

1. The insurance under this section will 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 Hollard.
2. On the happening of any Damage in consequence of which a claim may be made under this section, You will, in addition to complying with general conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section will, not later than 30 days after the expiry of the indemnity period, or within such further time as Hollard may in writing allow, at Your own expense deliver to Hollard in writing a statement setting forth particulars of Your claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting from them.

No claim under this section will 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 will be repaid to Hollard forthwith.

ITEM 1: GROSS RENTALS

The insurance under this item is limited to:

- a) loss of gross rentals, and
- b) increase in cost of working,

and the amount payable as indemnity hereunder will be:

- a) in respect of loss of gross rentals the amount by which the gross rentals during the indemnity period will in consequence of the Damage fall short of the standard gross rentals;
- b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of 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 will be proportionately reduced if the sum insured in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 months.

DEFINITIONS

<p>Standard Turnover to which such adjustments will 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 will 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>Annual Turnover: Note: If the Damage occurs before the completion of the first year's trading of the business at the premises, the value of bracketed terms will be calculated by using values proportionate to the results obtained during the period between the commencement of the (gross rentals) during the 12 months immediately business and the date of damage</p> <p>Standard Revenue</p> <p>Standard Gross Rentals: The turnover (revenue) (gross rentals) during that period in the 12 months immediately before the date of the Damage which corresponds with the indemnity period</p> <p>Annual Revenue</p> <p>Annual Turnover</p> <p>Annual Gross Rentals: The turnover (revenue) before the date of the Damage</p> <p>Rate of Gross Profit: The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage</p>	<p>To which such adjustments will 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 will 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>Annual turnover</p> <p>Note: If the Damage occurs before the completion of the first year's trading of the business at the premises, the value of bracketed terms will be calculated by using values proportionate to the results obtained during the period between the commencement of the (gross rentals) during the 12 months immediately business and the date of damage</p>
<p>Uninsured costs</p>	<p>As specified in the schedule (the words and expressions used will have the meaning usually attached to them in Your books and accounts)</p>

MEMO

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

EXTENSIONS AND CLAUSES

Accountants clause

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

Accumulated stocks clause

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

Departmental clause

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items 1 (gross profit), 2 (gross rentals) or 3 (revenue) relating to reduction in turnover/gross rentals/revenue and increase in cost of working, will 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), the amount payable will be proportionately reduced but the limits of insurance will apply in the aggregate to all claims.

Deposit premium clause

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

In the event of the gross profit/gross rentals/revenue earned (increased proportionately if the number of months referred to in the definition of indemnity period exceeds twelve) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% of the sum insured thereon, a pro rata return or additional premium not exceeding 33⅓% of the provisional premium paid for such period of insurance will be made in respect of the difference.

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

Output (alternative basis) clause

At Your option, the term output may be substituted for the term turnover and, for the purposes of this section, output will mean the sale or transfer value, as shown in Your books, of goods manufactured or processed by You at the premises.

Provided that:

- a) only the meaning of output or the meaning of turnover will be operative in connection with any one event resulting in interruption;
- b) if the meaning, of output be used:
 - (i) the accumulated stocks clause will be inoperative;
 - (ii) the memo at the end of the definitions will read:

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

Salvage sale clause

If You hold a salvage sale during the indemnity period clause a) of item 1 (gross profit) will, 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) will, in consequence of the Damage, fall short of the standard turnover, from which sum will be deducted the gross profit actually earned during the period of the salvage sale."

EXTENSIONS TO OTHER PREMISES

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

A) Prevention of access (if stated in the Schedule to be included)

Property within a 10 km radius of the premises, destruction of or damage to which will prevent or hinder the use of the premises or access thereto, whether Your premises or property therein will be damaged or not.

B) Public utilities – insured perils only (if stated in the Schedule to be included)

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

C) Public telecommunications – insured perils only (if stated in the Schedule to be included)

- (i) Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to You,
- (ii) the transmission facilities network of the public authority mentioned in (i).

Public telecommunications – extended cover (if stated in the Schedule to be included)

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunication facilities to Your premises will 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:

1. drought,
2. a fault on any part of the premises belonging to You,
3. a decision by any authority to legally withhold the telecommunication facility from You unless such decision is directly attributable to Damage to property of such authority,
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 will be no liability under this extension unless the interruption or interference with Your business extends beyond 36 hours.

Public utilities – extended cover (if stated in the Schedule to be included)

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

1. drought,
2. pollution of water,
3. shortage of fuel or water,
4. a fault on any part of the installation belonging to the premises,
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. any event described in General exception 1 and 2, but cover provided by the Malicious Damage extension in the underlying material damage section of this policy is not excluded.

In respect of interruption of or interference with the business arising from mechanical or electrical or electronic breakdown, there will be no liability under this extension for interruption of or interference with the business unless such interruption or interference extends beyond 36 hours from commencement thereof.

The geographical limits of

b), c), d), e), f), h), i) and j) of the extensions to other premises and the extended covers for public telecommunications and public utilities are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi. g) of the extensions to other premises is confined to the Republic of South Africa and Namibia.

PUBLIC LIABILITY (LOSSES OCCURING BASIS)

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

Damages which You will become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed injury), or accidental loss of or physical damage to tangible property (hereinafter termed damage) occurring during the period of insurance in, on or about the property insured and arising from Your ownership thereof and elsewhere within the Territorial Limits where You are working in the course of the business.

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 will not exceed the amount stated in the schedule.

THE LIMITS OF INDEMNITY

The amount payable, 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, will not exceed the limit of indemnity stated in the schedule.

TERRITORIAL LIMITS

Will mean for the purposes of this Subsection:

- a) The Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi;
- b) Elsewhere in the World but not in respect of any judgment, award, or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part) but only in connection with the Business carried on by You at or from any premises situated in any of the countries specified in a) above.

SPECIFIC EXCEPTIONS

Hollard will not indemnify You in respect of:

1. death, injury or damage sustained by:
 - a) any member of Your same household;
 - b) any Trustee or person employed by You under a contract of service or apprenticeship and arising directly from and in the course of such trusteeship or employment by You;
 - c) any other person resulting from the ownership of or use by or on behalf of You of mechanical propelled vehicles (except pedal cycles, golf carts and lawnmowers).
2. damage to property:
 - a) (i) belonging to You;
(ii) in Your custody or control or any employee of Yours;
 - b) caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
3. liability assumed by agreement (other than under Your own standard conditions of contract) unless liability would have attached to You notwithstanding such agreement.

4. Arising directly or indirectly from any Pollution Hazard arising:
- a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
 - b) elsewhere in the World, other than in those countries or territories referred to in a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance;
 - c) 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.

provided that, the indemnity granted will not extend to Events arising directly or indirectly from any Pollution Hazard that involves bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi). Provided further that the total indemnity payable will be the Limit of Indemnity for Subsection 1.

Pollution Hazard will mean:

- a) actual, alleged, or threatened:
 - (i) ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
 - (ii) subsequent spread, migration, or movement of Pollutants following (i) above;
- b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by You or third parties.

Pollutants will mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

5. fines, penalties, punitive, exemplary or vindictive damages.
6.
 - a) damages in respect of judgments 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;
 - b) costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in 8 a) above.
7. liability consequent upon injury or damage:
 - a) 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;
 - b) caused by or through or in connection with:
 - (i) the refuelling of aircraft;
 - (ii) the ownership, possession, maintenance, operation or use of aircraft or an airline;
 - (iii) the ownership, hire or leasing of any airport, airstrip or helicopter pad.
8. any claim arising from an event known to You:
 - a) which is not reported to Hollard in terms of General condition 6;
 - b) prior to inception of this section.

9. the Deductible

You will be responsible for the Deductible 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 will apply to claims arising from injury and/or damage and will apply to costs and expenses incurred by You.

MEMORANDA

1. 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."

2. If, at the time of any event giving rise to a claim under this section, indemnity is also provided under any other insurance, this section will 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.
3. You will be responsible for the Deductible as stated in the schedule in respect of any one claim or number of claims arising from all events or a series consequent upon or attributable to any one source or original cause. The provisions of this clause will apply to claims arising from damage and will apply to costs and expenses incurred by You.

CLAUSES AND EXTENSIONS

Trustees and Directors Indemnity

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

Cross liabilities

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 insured will be treated as though separate policies had been issued to each, provided that the aggregate liability of Hollard will not exceed the limit of indemnity.
2. Provided that the aggregate liability of Hollard is not increased beyond the limit of indemnity stated, Hollard will also indemnify as though a separate policy had been issued to each
 - a) in the event of Your death, any personal representative of Yours in respect of the liability incurred by You;
 - b) any trustee, partner or director or member or employee of Yours (if You so request) against any claim for which You are entitled to indemnity under this insurance.

Legal defence costs (if stated in the Schedule to be included)

If You so request, Hollard will indemnify any employee, partner or director of Yours against costs and expenses not exceeding R50 000, any one event and R100 000 in any one (annual) period of insurance and incurred by or on behalf of such person with the consent

of Hollard in the defence of any criminal action brought against such person in the course of his occupation with You arising from an alleged contravention of the statutes as herein defined during the period of insurance.

Provided that:

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

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

The defined events are extended to include damages:

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

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

Security firms

Notwithstanding specific exception 3, if in terms of a contract with a security firm engaged in the course of Your business (as owner of the premises specified in the schedule) to protect Your property at the premises stated in the schedule, You become legally liable for the acts or omissions of the employees of the security firm in the course of their employment at these premises, then this section included 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 liability stated in the schedule of this section.

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 will not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

Emergency medical expenses

Hollard will 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.

Car parks

Notwithstanding the provisions of specific exception 2 a)(ii), 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 Yours using parking facilities provided by You.

The statutes

The Occupational Health and Safety Act. 85 of 1993 (as amended),

The Electricity Act 41 of 1987 (as amended),

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

all as read in conjunction with the Criminal Procedure Act. 51 of 1977 (as amended).

Tools of trade

Specific exception 1 b) will not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that Hollard will 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 will Hollard be liable where any other form of motor insurance has been effected by You covering the same liability.

Contractors Liability

Cover in respect of this section of the policy is extended to include Principal Controlled Contractors Liability cover in respect of alterations and additions to the property in an amount of R1 000 000 any one period of insurance on condition that the insurer is notified of the contract prior to commencement of same.

PUBLIC LIABILITY (CLAIMS MADE BASIS)

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

Damages which You will 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) on or after the retroactive date shown in the schedule, on or about the property insured and arising from Your ownership thereof and elsewhere within the Territorial Limits where You are working in the course of the business.

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 will not exceed the amount stated in the schedule.

RETROACTIVE DATE

Will mean the date stated in the schedule.

THE LIMITS OF INDEMNITY

The amount payable, 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, will not exceed the limit of indemnity stated in the schedule.

TERRITORIAL LIMITS

Will mean for the purposes of this Subsection:

1. The Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi;
2. Elsewhere in the World but not in respect of any judgment, award, or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part) but only in connection with the Business carried on by You at or from any premises situated in any of the countries specified in a) above.

SPECIFIC EXCEPTIONS

Hollard will not indemnify You in respect of:

1. death, injury or damage sustained by:
 - a) any member of Your same household;
 - b) any Trustee or person employed by You under a contract of service or apprenticeship and arising directly from and in the course of such trusteeship or employment by You;
 - c) any other person resulting from the ownership of or use by or on behalf of You of mechanical propelled vehicles (except pedal cycles, golf carts and lawnmowers).
2. damage to property:
 - a) (i) belonging to You;
(ii) in Your custody or control or any employee of Yours;
 - b) caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
3. liability assumed by agreement (other than under Your own standard conditions of contract) unless liability would have attached to You notwithstanding such agreement.

4. Arising directly or indirectly from any Pollution Hazard arising:
- a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
 - b) elsewhere in the World, other than in those countries or territories referred to in a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance;
 - c) 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.

provided that, the indemnity granted will not extend to Events arising directly or indirectly from any Pollution Hazard that involves bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi). Provided further that the total indemnity payable will be the Limit of Indemnity for Subsection 1.

Pollution Hazard will mean:

- a) actual, alleged, or threatened:
 - (i) ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
 - (ii) subsequent spread, migration, or movement of Pollutants following (i) above;
- b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by You or third parties.

Pollutants will mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

5. fines, penalties, punitive, exemplary or vindictive damages.
6.
 - a) damages in respect of judgments 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;
 - b) costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in 8 a) above.
7. liability consequent upon injury or damage:
 - a) 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;
 - b) caused by or through or in connection with:
 - (i) the refuelling of aircraft;
 - (ii) the ownership, possession, maintenance, operation or use of aircraft or an airline;
 - (iii) the ownership, hire or leasing of any airport, airstrip or helicopter pad.
8. any claim arising from an event known to You:
 - a) which is not reported to Hollard in terms of General condition 6;
 - b) prior to inception of this section.
9. the Deductible

You will be responsible for the Deductible 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 will apply to claims arising from injury and/or damage and will apply to costs and expenses incurred by You.
10. Any claim arising out of or relating to any event which occurred prior to the retroactive date stated in the schedule.

MEMORANDA

1. 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."

2. If, at the time of any event giving rise to a claim under this section, indemnity is also provided under any other insurance, this section will 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.
3. You will be responsible for the Deductible as stated in the schedule in respect of any one claim or number of claims arising from all events or a series consequent upon or attributable to any one source or original cause. The provisions of this clause will apply to claims arising from damage and will apply to costs and expenses incurred by You.

CLAUSES AND EXTENSIONS

Trustees and Directors Indemnity

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

Cross liabilities

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 insured will be treated as though separate policies had been issued to each, provided that the aggregate liability of Hollard will not exceed the limit of indemnity.
2. Provided that the aggregate liability of Hollard is not increased beyond the limit of indemnity stated, Hollard will also indemnify as though a separate policy had been issued to each
 - a) in the event of Your death, any personal representative of Yours in respect of the liability incurred by You;
 - b) any trustee, partner or director or member or employee of Yours (if You so request) against any claim for which You are entitled to indemnity under this insurance.

Legal defence costs (if stated in the Schedule to be included)

If You so request, Hollard will indemnify any employee, partner or director of Yours against costs and expenses not exceeding R50 000, any one event and R100 000 in any one (annual) period of insurance and incurred by or on behalf of such person with the consent

of Hollard in the defence of any criminal action brought against such person in the course of his occupation with You arising from an alleged contravention of the statutes as herein defined during the period of insurance.

Provided that:

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

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

The defined events are extended to include damages:

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

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

Security firms

Notwithstanding specific exception 3, if in terms of a contract with a security firm engaged in the course of Your business (as owner of the premises specified in the schedule) to protect Your property at the premises stated in the schedule, You become legally liable for the acts or omissions of the employees of the security firm in the course of their employment at these premises, then this section included 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 liability stated in the schedule of this section.

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 will not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

Emergency medical expenses

Hollard will 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.

Car parks

Notwithstanding the provisions of specific exception 2 a)(ii), 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 Yours using parking facilities provided by You.

The statutes

The Occupational Health and Safety Act. 85 of 1993 (as amended), The Electricity Act 41 of 1987 (as amended),

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

all as read in conjunction with the Criminal Procedure Act. 51 of 1977 (as amended).

Tools of trade

Specific exception 1 b) will not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that Hollard will 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 will Hollard be liable where any other form of motor insurance has been effected by You covering the same liability.

Contractors Liability

Cover in respect of this section of the policy is extended to include Principal Controlled Contractors Liability cover in respect of alterations and additions to the property in an amount of R1 000 000 any one period of insurance on condition that the insurer is notified of the contract prior to commencement of same.

BUSINESS ALL RISKS

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

Loss of or damage to the whole or part of the property described in the schedule while anywhere in the world by any accident or misfortune not otherwise excluded.

Provided that You will be responsible for the Deductible stated in the schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.

SPECIFIC EXCEPTIONS

Hollard will not be liable for:

1. loss of or damage to property resulting from or caused by:
 - a) theft from any unattended vehicle in Your custody or control or any principal, partner, director or employee of Yours unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit;
 - b) its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
 - c) inherent vice or defect, vermin, insects, damp, mildew or rust;
 - d) the dishonesty of any principal, partner, director or employee of Yours whether acting alone or in collusion with others;
 - e) directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
5. loss of or damage to goods consigned under a bill of lading.

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, You will be considered as being Your own insurer for the difference and will bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property will be separately subject to this condition.

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

The basis upon which the amount payable is to be calculated will be either the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new

or

the repair of the property to a condition substantially the same as, but not better than, its condition when new,

provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then You will be considered as being Your own insurer for the difference and will bear a rateable proportion of the loss accordingly.

SPECIFIC EXTENSIONS

Increase in cost of working extension (if stated in the Schedule to be included)

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

Non-forcible and violent entry into vehicle extension (if stated in the Schedule to be included)

Exception 1a) will not apply to goods in the cab or boot of the vehicle where You maintain that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

1. The police case number is supplied to Hollard;
2. This extension will only apply to property that is separately and individually specified in the schedule;
3. After the deduction of the Deductible specified in the schedule, the liability of Hollard is further restricted to 50% of the claim or R10 000 whichever is less, in respect of any one event.

Remote blocking

If You can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle. Cover in this instance will be limited to R25 000 or the amount stated in the schedule whichever is lesser.

Riot and strike extension (if stated in the Schedule to be included)

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

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:

- a) loss or damage occurring in the Republic of South Africa or Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities;
- e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

ACCIDENTAL DAMAGE

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS (I)

Accidental physical loss of or damage to Your property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section (other than Business All Risks) listed in the Table of Contents of this policy.

The amount payable for all loss or damage arising out of one original cause or source will not exceed the sum stated and

notwithstanding general condition 2, this section will not be called into contribution for any defined event for which more specific insurance has been arranged.

SPECIFIC EXCEPTIONS

Hollard will not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from Hollard at inception hereof or for any Deductible payable by You under such insurance, or for any reduction of amount payable under any claim due to the application of average;
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. 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:
 - a) any fraudulent scheme, trick, device or false pretence practised on You (or any person having custody of Your property) or fraud or the dishonesty of any principal or agent of Yours;
 - b) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;
 - c) breakdown, electrical, electronic and/or mechanical derangement;
 - d) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
 - e) fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;
 - f) denting, chipping, scratching or cracking not affecting the operation of the item;
 - g) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or 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.
 - a) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
 - b) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
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) including lifts and escalators.

DEFINITION

Insured property	<p>Any tangible property belonging to You or held in trust or on commission for which You are responsible other than:</p> <ol style="list-style-type: none"> a) current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, and other certificates, documents or instruments of a negotiable nature; b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art; c) property in transit by air, inland waterway or sea; d) railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers; e) standing or felled trees, crops, animals, 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; f) electronic data-processing equipment and external data media (punch cards, tape disks and the like) and the information they contain; g) property in the course of construction, erection or dismantling including materials or supplies related thereto; h) property in the possession of customers under lease, rental, credit or suspensive sale agreements; i) glass, china, earthenware, marble and other fragile or brittle objects unless stated in the schedule to be insured
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CLAUSES AND EXTENSIONS

Additional costs clause

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

1. any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event, provided that such costs do not include:
 - a) anything for which notice had been served on You prior to the insured event;
 - b) anything connected with undamaged property or undamaged portions of property;
 - c) rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of Your 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 e) charges levied by any authorised fire brigade for their services;

but Hollard will not be liable under 1., 2. or 4. unless the lost or damaged property is replaced or reinstated without undue delay nor under d) for any expenses in connection with the preparation of Your claim.

Further, Hollard will not be liable under 3. for any costs or expenses:

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

Mortgagees clause

From the date of notification, Hollard accepts the interest of a mortgagee or others with an insurable interest in Your 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 Hollard as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from Hollard assuming any increased hazard.

Railway and other subrogation clause

You will 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 clause

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

Tenants clause

You will not be prejudiced by the act of any tenant in premises You own or in which You are a co-tenant or of the owner of any premises of which You are a tenant, provided that Hollard is notified as soon as You become aware of such act and You pay any additional premium resulting from Hollard assuming any additional hazard.

MEMORANDA**1. Reinstatement**

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

- a) the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to 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 that would have been payable if this memorandum had not been incorporated in this section will be made;
- b) Hollard will not be liable for any payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section, until expenditure has been incurred by You in replacing or reinstating the lost or damaged insured property;
- c) if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if Your whole property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, You will be considered Your own insurer for the difference and will bear a rateable share of loss accordingly. Each item, if more than one, to which this memorandum applies will be separately subject to this provision;
- d) this memorandum will not apply if:
 - (i) You fail to intimate to Hollard within six months of the insured event or such further time as Hollard may allow in writing Your intention to replace or reinstate the lost or damaged insured property;
 - (ii) You are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

2. 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 will be declared free of average, but if the total value of such property will be greater than the aforementioned sums, You will be considered as being Your own insurer for the difference and Hollard will be liable only for such proportion of the first loss sum insured as the aforementioned sums will bear to the total value not exceeding in all the total sum insured by each item.

Power surge

The cover provided by this section is extended to include damage to Your property caused by power surge following a non-deliberate power outage which is not already covered by an existing peril in any other section of this policy. The limit of indemnity shall not exceed that stated in the policy schedule.

OFFICE CONTENTS

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

1. Loss of or damage to the contents (other than documents as defined in sub-section C if insured thereunder and electronic data processing equipment) including landlord's fixtures and fittings Your property or for which You are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of Yours up to an amount of R2 500 per person while contained in the offices and/or consulting rooms situated as stated in the schedule (hereinafter called the office premises) by any of the perils specified in sub-section A.
2. Loss of or damage to the whole or part of the property insured under item C and defined in sub-section C and the consequences thereof insured under item D and as described in sub-section D.
3. Loss and/or expenditure described in sub-sections B and E.

Definition

Electronic data processing equipment is limited to computers and all related hardware, peripherals and computer software and the information or data stored therein or thereon.

SUB-SECTION A: CONTENTS

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow excluding loss of or damage to property arising from its undergoing any process necessarily involving the use or application of water.
3. Earthquake but excluding loss of or damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped from them.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.
6. Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.
7. Theft accompanied by forcible and violent entry into or exit from the office or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence.

Limitations clause

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

SPECIFIC CONDITIONS

Average

(not applicable to peril 6 above or to the theft by forcible entry extensions)

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

Specific exception (applicable to Sub-Section A)

This sub-section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi;
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of subsection A), stock in trade, samples, motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones;
3. the first 10% of the indemnifiable amount or R1 500 whichever is greater if the loss or damage is due to power surges or lightning strikes;
4. theft or attempted theft by any principal, partner, director or employee of Yours.

Definition

The term money will mean:

Current coin, bank notes, currency notes, cheques, travellers cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, unused postage and revenue stamps, public transport or private transport tickets vouchers (excluding airline transport), cards, bridge or highway tokens, car wash tokens, phone cards and stored value or similar type cards, and includes cash boxes, alarm bags or any other portable container used to convey money, all belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not mean any of these in the possession of, or carried by, professional money carriers, banks or professional carriers or common carriers.

SUB-SECTION B: RENT

Loss of rent actually incurred by You 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 will not exceed 30% of the sum insured or value (whichever is the lower) of all contents of the office premises affected.

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

SUB-SECTION C: DOCUMENTS

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

Definition

The term documents will 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 You in the business and owned by You or for which You 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 and computer software and computer data carrying media unless otherwise stated in the schedule.

Definition

The term money will mean:

Current coin, bank notes, currency notes, cheques, travellers cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, unused postage and revenue stamps, public transport or private transport tickets vouchers (excluding airline transport), cards, bridge or highway tokens, car wash tokens, phone cards and stored value or similar type cards, and includes cash boxes, alarm bags or any other portable container used to convey money, all belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not mean any of these in the possession of, or carried by, professional money carriers, banks or professional carriers or common carriers.

Limitations clause

Hollard's liability under this sub-section is limited to all costs, charges and expenses incurred by You in replacing or restoring such documents up to an amount of R100 000.

Specific exception (applicable to Sub-Section C)

This sub-section does not cover:

1. loss or damage caused by:
 - a) electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10% of such amount and R1 500;
 - b) vermin or inherent defect or by processing, copying or other work upon the documents;
 - c) the dishonesty of any principal, partner or director of Yours whether acting alone or in collusion with others. This exception will not apply to any director who is also an employee of Yours and whom You have the right at all times to govern, control and direct in the performance of his work in Your service and in the course of the business;
2. gradual deterioration or wear and tear;
3. costs involved in reshooting films and videos and rerecording audio tapes.

SUB-SECTION D: LEGAL LIABILITY DOCUMENTS

Legal liability as a direct consequence of loss of or damage to documents as defined in sub-section C and in respect of which payment, reinstatement or repair has been made or liability admitted by Hollard under sub-section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because You are required to bear the first portion of the loss. Hollard's limit of liability will not exceed R1 000 000.

Specific exception (applicable to Sub-Section D)

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

In respect to 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 was be declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

SUB-SECTION E: INCREASE IN COST OF WORKING

Any additional expenditure not otherwise provided for in this section reasonably incurred by You 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 therefor admitted by Hollard under sub-sections A or C.

The indemnity under this sub-section will not exceed 30% of the sum insured on all contents of the office premises affected.

CLAUSES AND EXTENSIONS

Alterations and misdescription clause

The insurance under this section will 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 Hollard as soon as practicable after such event and You agree to pay additional premium if required.

Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding 15 % 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.

Fire extinguishing charges clause

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

Costs and expenses, including wages of Your employees, necessarily and reasonably incurred:

1. a) in extinguishing fire at or in the vicinity of, and threatening to involve; or
 - b) in preventing or diminishing imminent damage to; or
 - c) in gaining access consequent upon damage to, the property insured.
2. in the replenishment of firefighting appliances and apparatus after an insured loss.
3. for the purpose of shutting off the supply of water or other substances that are accidentally discharged from any fire protective equipment or otherwise.
4. in the removal of debris from the Site by fire brigade services.
5. for which You are liable under any fire brigade law or similar legislation following circumstances described in 1. above. Payment under this extension is not dependent on damage to property insured.

Locks and keys clause

In addition to the limit of indemnity stated in the schedule, Hollard will indemnify You in respect of the cost of replacing locks and keys to any insured office premises following upon the disappearance of any key to such premises or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key.

Provided that:

1. Hollard's liability will not exceed R2 000 in respect of any one event;
2. Hollard will not be liable for the first R200 of each and every event.

Malicious damage extension

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, sub-sections A, B and C are extended to cover damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with

the intention of causing such damage, other than damage to:

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

the said immovable property or any part thereof with the intention of stealing any part thereof.

Provided that this extension does not cover:

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

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

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

During the period of the initial unoccupancy of 30 consecutive days, You will become a co-insurer with Hollard and will bear a proportion of any damage equal to 20% of the claim before deduction of any Deductible.

Removal of debris clause

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

Hollard 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 will 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 You will be considered as being your own insurer for the difference and will bear a rateable proportion of the loss accordingly.

Riot and strike extension (if stated in the Schedule to be included)

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

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

provided that this extension does not cover:

- a) loss or damage occurring in the Republic of South Africa and Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities;
- e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

Temporary removal clause

Except in respect of the personal property of any partner, director or employee of Yours, loss of or damage to Your insured property by any peril hereby insured against while such property is temporarily contained in any building in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi will be deemed to be loss or damage happening while such property is contained in the office premises.

Temporary repairs and measures after loss clause

The insurance under this section is extended to include all reasonable costs and expenses incurred by You in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to Your property by any peril hereby insured against, provided that the liability of Hollard for such loss or damage and costs and expenses will not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

Tenant's clause

Hollard's liability to You will not be affected by any act or omission on the part of any owner of a building or any tenant (other than You) without Your knowledge. You will, 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 will be assumed by Hollard.

SPECIAL CONDITIONS AND ENDORSEMENTS**Surge arrestors: (Electronic equipment)**

No indemnity for loss of or damage to electronic equipment arising from lightning or power surge will be provided unless surge arrestors are installed on the insured premises on all data lines, power supplies and to electronic distribution boards.

All loss or damage to the property insured by power surges or lightning strikes will be subject to an additional deductible of 10% of the net amount payable for the items so damaged subject to a minimum of R500 each and every claim. However should the property insured be appropriately protected by Power Surge arrestors or suitable safeguards against electrical supply fluctuations, then this additional deductible will be waived.

MONEY

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Mozambique and Malawi except if otherwise specified.

Provided that the liability of Hollard for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause will not exceed the specific limitations stated in the schedule.

DEFINITIONS

Money	will mean current coin, bank notes, currency notes, cheques, travellers cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, unused postage and revenue stamps, public transport or private transport tickets vouchers (excluding airline transport), cards, bridge or highway tokens, car wash tokens, phone cards and stored value or similar type cards, and includes cash boxes, alarm bags or any other portable container used to convey money, all belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not mean any of these in the possession of, or carried by, professional money carriers, banks or professional carriers or common
Receptacle	will mean any safe, strongroom, strongbox, till, cash register, cash box or other receptacle for money or any franking machine
Clothing	will mean clothing and personal effects not otherwise insured belonging to You or to any principal, partner, director or employee of Yours

EXTENSIONS

1. Riot and strike extension (if stated in the Schedule to be included)

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

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

provided that this extension does not cover:

- a) loss or damage occurring in the Republic of South Africa and Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever;
- c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- d) loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities;
- e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A),(ii),(iii),(iv),(v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

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

2. 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 You will establish to the satisfaction of Hollard that a skeleton key or device was used.

3. Personal accident (assault) extension (if stated in the Schedule to be included)

The term "defined events" in the money section will be deemed to include bodily injury, caused by accidental, violent external and visible means as a result of theft, or any attempt thereat, to You or to any principal, partner, director or employee of Yours (hereinafter in this extension referred to as such person) while such person is acting in the course of his duties in Your employ.

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

- 1. death the capital sum
- 2. permanent disability as follows the percentage of the capital sum specified

Percentage of capital sum

a)	loss by physical separation at or above the wrist or ankle of one or more limbs _____	100
b)	permanent and total loss of:	
	whole eye _____	100
	sight of eye _____	100
	sight of eye except perception of light _____	75
c)	permanent and total loss of hearing:	
	both ears _____	100
	one ear _____	25
d)	permanent and total loss of speech _____	100
e)	injuries resulting in permanent total disability from following usual occupation: or any other occupation for which such person is fitted by knowledge or training _____	100
f)	loss of four fingers _____	70
g)	loss of thumb:	
	both phalanges _____	25
	one phalanx _____	10
h)	loss of index finger:	
	three phalanges _____	10
	both phalanges _____	08
	one phalanx _____	04
i)	loss of middle finger:	
	three phalanges _____	06
	both phalanges _____	04
	one phalanx _____	02
j)	loss of ring finger:	
	three phalanges _____	05
	both phalanges _____	04
	one phalanx _____	02

k)	loss of little finger:	
	three phalanges _____	04
	both phalanges _____	03
	one phalanx _____	02
l)	loss of metacarpals:	
	first or second (additional) _____	03
	third, fourth or fifth (additional) _____	02
m)	loss of toes:	
	all on one foot _____	30
	great, both phalanges _____	05
	great, one phalanx _____	02
	other than great, if more than one toe lost, each _____	02

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

Memoranda (applicable to permanent disablement benefits)

1. Where the injury is not specified Hollard will pay such sum as in Hollard's opinion is consistent with the above provisions. b) Permanent total loss of use of part of the body will be considered as loss of such part.
2. 100% will be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any such person.

Provided that:

- a) Hollard will not be liable to pay in respect of any one such person more than the capital sum plus the sums specified under items 3 and 4;
- b) the sum specified under item 3 will be payable only for the duration of the incapacity of such person and will not be payable for more than 104 weeks and such payment will cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that permanent disability may remain;
- c) compensation payable under item 4 will be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4; (iv) this extension will not apply to any such person under 18 or over 75 years of age;
- d) after suffering bodily injury for which benefit may be payable under this extension, such person will submit to medical examination and undergo any treatment specified. Hollard will not be liable to make any payment unless this proviso is complied with to its satisfaction;
- e) general exception 3 and general conditions 2 and 9 do not apply to this extension;
- f) in respect of this extension only general exception 1 is deleted and replaced by the following:

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

Extensions to the personal accident (assault) extension

1. Bodily injury will 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 Hollard 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, Hollard will, for the purpose of the insurance afforded by this extension, presume his death provided that if, after Hollard will have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment will forthwith be refunded by You to Hollard.

SPECIFIC EXCEPTIONS

Hollard will not be liable for loss of or damage to money:

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

Specific exceptions 3., 4., 5. and 6. do not apply up to an amount of R5 000 and such losses will not be reduced by any Deductible.

MEMORANDA

1. Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director or person in Your employ (such person), as defined under this section, will be subject to the following compulsory Deductible Clause.

The amount payable under the Policy in respect of a Defined Event involving one person or any number of persons acting in Collusion will be reduced by:

- a) 2% of the applicable limit under defined events plus;
 - b) a further amount of 10% of the net amount payable after deduction of the 2% specified in a) above.
2. Hollard will 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 Deductible or co-insured clause under the Commercial Crime section of the policy or any other fidelity insurance.

SPECIAL CONDITIONS AND ENDORSEMENTS

Hold up limitation

Hollard's liability in respect of losses arising from the use of or threat of violence is restricted to R20 000 for any one event/occurrence.

Money in transit warranty

It is warranted that Hollard will not be liable to indemnify You in respect of loss of money:

1. In transit unless such transit is uninterrupted between Your premises and Your Bank/Building Society;
2. From any unattended vehicle;
3. Where such money is in transit and the following precautions are not taken:
 - a) Money up to R10 000 must be carried by one senior employee or principal;
 - b) Money between R10 001 and R20 000 must be carried by two senior employees or principals in a vehicle;
 - c) Money in excess of R20 000 must be carried by a professional armed security service organisation.

It is agreed between the parties to this contract that the Security Guard Association employed by You will comply with the Legislated Provisions of the Security Offices Act 1987 (Act no 92 of 1987) as well as the provisions of the current Sectoral Determination promulgated in terms of the Basic Conditions of Employment Act (Act no 75 of 1997).

Special conditions applicable to money limits

1. Money not contained in a locked safe or strongroom:
 - a) while on the insured premises outside the hours during which Your operations are conducted;
 - b) while in Your residence or that of any partner, director or employee of Yours;
 - c) while in the custody of any collector.
2. Money contained in a locked safe or strongroom situated in a building at the insured premises outside the hours during which Your commercial operations are conducted is limited according to the following grading of safe or strongroom:
 - a) no SABS grading R2 500;
 - b) SABS category 1 grading R10 000;

provided that Hollard's liability will not exceed the amount stated in the schedule.

Burglar alarm condition

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 at the protected premises shall be fully activated whenever the protected premises is/are not open for normal business unless any principal, partner, director or employee is in the protected 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:

- a) the contract for any burglar alarm services shall include services of a 24 hour armed response unit;
- b) 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;
- c) 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.

SPECIAL CONDITIONS APPLICABLE TO CHEQUES**Deductible 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 will be reduced by a Deductible of 25% of the loss indemnifiable by this section unless:

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

RECOMMENDED PROCEDURE FOR DRAWING AND CROSSING OF CHEQUES AND PRINTING OF BLANK CHEQUES**A. Drawing and crossing of cheques**

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

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

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

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

7. In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures.
8. An example of this method of drawing a cheque is attached as Annexure A.

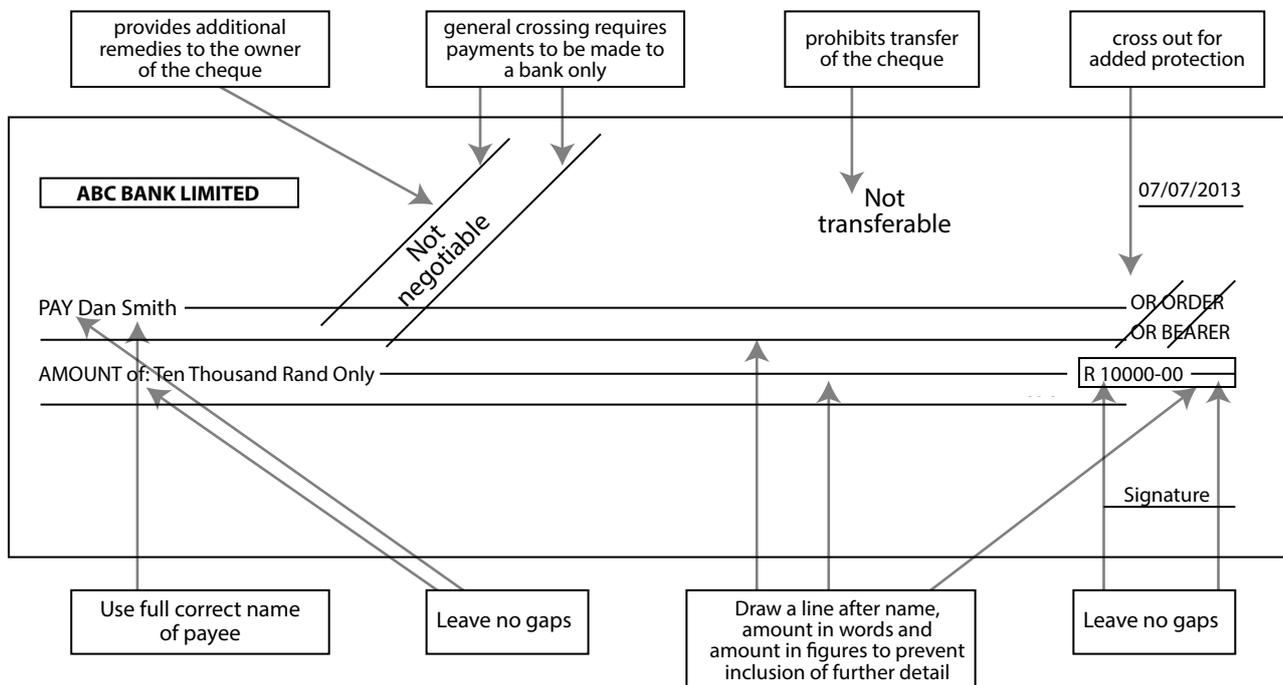
9. On the front of the cheque the wording listed in Annexure B (last page of this section) should be printed. Please ensure that space is left on the rear of the cheque for bank stamps and endorsements.
10. All the markings on a cheque should be legible and clearly visible. Persons drawing cheques should not use abbreviated or different versions of the terminology used in the example. The words "not neg" and a crossing using a rubber stamp containing a rectangle rather than two parallel lines are worthless.
11. The method used to complete cheques should be one which makes an ink impression on the paper, like handwriting, a typewriter or a dot matrix printer. The ribbon used on the printer/typewriter should be of the type which impregnates the paper with ink. Do not use:
 - (i) old ribbons;
 - (ii) laser printers which do not make an impression into the paper;
 - (iii) the "reverse printing technique";
 - (iv) correctable type ribbons.

B. Printing of blank cheques

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

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

ANNEXURE A - SAIA RECOMMENDED CHEQUE



ANNEXURE B – SAIA RECOMMENDED CHEQUE

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

WARNING

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

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

Cheque is crossed and marked "not negotiable" and "not transferable".

COMMERCIAL CRIME INSURANCE

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

In consideration of the payment of the premium as specified in the General Exceptions Conditions and Provisions, Hollard agrees to indemnify You in respect of Defined Events occurring subsequent to the Retroactive Date stated in the schedule and discovered by You during the Period of Insurance.

DEFINED EVENTS

1. Employee Theft

Loss sustained by You, arising directly from Theft committed by an Employee, whether acting alone or in Collusion with others.

2. Employee Fraud or Dishonesty

Loss sustained by You, arising directly from fraud or dishonesty of an Employee with the intent to cause You a Loss, whether acting alone or in Collusion with others.

3. Third Party Computer Fraud

Loss sustained by You, arising directly from Computer Fraud committed by a Third Party, with the intent to cause You a Loss.

PROVIDED THAT IN RESPECT OF ALL OF THE DEFINED EVENTS

1. The renewal of this insurance from period to period or any extension of any period of insurance will not have the effect of accumulating or increasing the liability of Hollard beyond the Sum Insured stated in the schedule.
2. This insurance will operate on an each and every occurrence basis and the liability of Hollard for all Losses arising from one occurrence will not exceed the Sum Insured 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.
3. If a valid claim under the Policy falls to be dealt with under more than one Defined Event, the Sums Insured will not be aggregated and Hollard will not be obligated to pay more than the Sum Insured as stated in the schedule.
4. All acts committed by any one person or in which such person is involved or implicated will be considered one occurrence, and also any claim or series of claims arising out of or based upon or attributable to continuous, repeated or related acts will be considered one occurrence. Each and every occurrence which falls to be dealt with under this insurance will attract one Deductible as stated in the schedule.

EXTENSIONS (if stated in the Schedule to be included)

1. Additional claims preparation costs

In addition to the Sum Insured stated in the schedule, the insurance under the Policy is extended to include costs reasonably incurred by You, with the prior written consent of Hollard, in producing and certifying any particulars or details required by Hollard in terms of Condition 8 or to substantiate the amount of any claim, provided that:

- a) notwithstanding anything to the contrary contained in this Policy, Hollard's liability to make payment in respect of such costs will only arise in the event that the amount of the Loss exceeds the Deductible that You are required to pay in respect of any claim for Loss under this Policy;
- b) the liability of Hollard for such costs in respect of any one occurrence will not exceed the Amount stated in the schedule.

2. Legal fees

In addition to the Sum Insured stated in the schedule, the insurance under the Policy is extended to include legal fees, costs and expenses incurred and paid by You in the defence of any demand, claim, summons or legal proceeding which You establishes results directly from a Loss which falls to be dealt with and is covered under this Policy, provided that:

- a) notwithstanding anything to the contrary contained in this Policy, Hollard's liability to make payment in respect of such fees, costs and expenses will only arise in the event that the amount of the Loss exceeds (or allegedly exceeds) the Deductible that You are required to pay in respect of any claim for Loss under this Policy;
- b) if the amount of the Loss is limited to R50 000, but R100 000 in the annual aggregate.

3. Accounts clause

Any particulars or details contained in Your books of account or other business books documents or systems which may be required by Hollard for the purpose of investigating or verifying any claim hereunder may be produced and certified by Your auditors or professional accountants and their certificate will be prima facie evidence of the particulars and details to which it relates.

4. Unidentifiable employees

If a Loss is alleged to have been caused by the fraud or dishonesty of any of the Employees and You will be unable to designate the specific Employee or Employees causing the Loss, Your claim in respect of such Loss will not be invalidated by Your inability so to do, provided that You are able to furnish evidence to prove to the reasonable satisfaction of Hollard that the Loss was in fact due to the Theft, fraud or dishonesty of an Employee acting alone or in Collusion with others.

5. Extortion extension

Loss due to the taking by extortion from You of money and/or other property, by intentionally and unlawfully subjecting You or any director, member, partner, trustee or Employee of You, or a relative of any such person, to any threat of physical harm which induces 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 that, this extension will not entitle You to indemnity in respect of any Loss which is Insured or which would be insurable in terms of a Theft or Money or Motor or Marine/Transit Insurance policy or any other more specific insurance covering money or goods.

6. Contractual penalties

Loss suffered by You in respect of any penalty legally enforced against You under written contract resulting directly from a Loss covered by this Policy provided that any amount paid by Hollard in respect of such penalties will be construed as part of any related claim for Loss sustained under Defined Events 1, 2 or 3 and will not exceed 10% (ten percent) of the applicable Sum Insured stated in the schedule.

DEFINITIONS

Collusion	means any circumstance where two or more persons are concerned or implicated together, and materially assist each other, in committing an act which gives rise to a Loss
Computer Fraud	<p>means the fraudulent access to, or the use of, or the disclosure, processing, deletion, insertion, amendment, interception or manipulation of, information data or software or systems of Yours, or of any banking institution holding or controlling or otherwise dealing with money or property of You, or for which You are responsible, which is initiated or implemented or completed electronically by the use of a computer.</p> <p>Computer Fraud is extended to mean:</p> <ul style="list-style-type: none"> a) Fraudulent transfer instructions <ul style="list-style-type: none"> (i) Fraudulent electronic, telegraphic, cable, teletype, telephone or faxed instructions to a financial institution to debit Your transfer account and to transfer, pay or deliver funds from such account, which instructions purport to have been transmitted by You or a person authorised by You, but which have been fraudulently transmitted by another.

<p>Computer Fraud (cont...)</p>	<p>(ii) Fraudulent written instructions to a financial institution to debit Your transfer account and to transfer, pay or deliver funds from such account through an electronic funds transfer system at specific times or under specific conditions, which written instructions purport to have been duly issued by You but which have been fraudulently issued, forged or altered by another, but specifically excluding any written instructions by means of a bill of exchange or other negotiable instrument</p> <p>b) Electronic data loss</p> <p>(i) Malicious alteration or destruction of electronic data or attempt thereof by any person while such data is lawfully within Your computer system or a service provider’s system or while recorded upon electronic data, processing media within Your offices, or in the custody of a person designated by You to act as its messenger or carrier or custodian while such electronic data processing media is in transit, provided that You are the true owner of such data or media or are liable for such Loss.</p> <p>(ii) Electronic data processing media being lost, damaged or destroyed as a direct result of robbery, burglary, theft or malicious act while located as in 7 b) (i) above.</p> <p>(iii) Malicious alteration or destruction of electronic computer programs while lawfully stored within Your computer system, provided that You are the true owner of such programs or are legally liable for such alteration or destruction.</p> <p>c) Computer virus</p> <p>(i) You having transferred or paid or delivered any funds or property, established any credit, debited any account, or given any value, as a direct result of the destruction or attempt thereof of Your electronic data, due to a computer virus caused or introduced by any person while such data is stored within Your computer system or a service provider’s computer system.</p> <p>(ii) Destruction of Your electronic data or attempt thereof as a result of a computer virus caused or introduced by any person while such data is located as in 7 c) (i)</p> <p>Provided that where You are entitled to indemnity in terms of any other policy of insurance covering 7, 7 a) and/or b) and/or c) above, such other insurance will be considered primary and this Policy will only be liable for any loss which exceeds the indemnity provided by such other insurance</p>
<p>Discovered</p>	<p>means immediately when You or any of Your members, officers, partners or trustees become aware of any act or fact that gives reasonable grounds to believe that a Loss has been suffered or may be incurred even though the exact amount or details of the Loss may not be known at the time that it is discovered</p>
<p>Employee</p>	<p>means any natural person whilst in Your regular service and whom You compensate by payment of salary, wages and/or commissions and whom You have the right to govern control and direct the performance of such service.</p> <p>The term Employee will include:</p> <p>a) part time and temporary Employees performing the duties of an Employee for You and provided by an employment and/or recruitment agency under a written contract of supply;</p> <p>b) any director of Yours whilst performing acts within the scope of the usual duties of any Employee;</p>

Employee (cont...)	<p>c) any person while hired or seconded from any other party into the service of Yourself and specifically declared to Hollard, whom You have the right at all times to govern control and direct in the performance of work done in the course of Your business;</p> <p>d) any external contractor, such as but not limited to security guards, specifically declared to Hollard, whom You have the right at all times to govern control and direct in the performance of work done in the course of Your business;</p> <p>e) students, volunteers or persons employed by You on youth training or work experience schemes;</p> <p>f) any trustee of Yours, whilst performing acts within the scope of the usual duties of any Employee, of any pension fund, provident fund or benefit fund established by You for the benefit of its Employees</p>
Loss	<p>means actual and direct financial loss of money, monetary funds, negotiable instruments or corporeal tangible property belonging to You or for which You are responsible.</p> <p>Provided that Loss will not include:</p> <p>a) salaries, fees, commissions, bonuses, promotions, profit share, pensions or any other benefits paid or payable by You in the normal course of employment;</p> <p>b) 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 consequences of a business or trade risk or venture or other speculative enterprise or investment, or the provision or receipt of any suretyship or other security</p>
Theft	<p>means the dishonest appropriation of money, monetary funds or property with the intention to steal</p>
Third Party	<p>means any party who is not a director, partner, officer, trustee or Employee of You and including any person who is specifically excluded from the definition of Employee as provided for in this Policy</p>

EXCEPTIONS

Hollard will not be liable to make any payment arising from or relating to or in consequence of the following:

1. Loss arising from, whether directly or indirectly, from any act committed by any director, partner, principal or member of Yourself, whether acting alone or in Collusion, unless such director, partner, principal or member is deemed to be an Employee as defined by Definition 3 of this Policy.
2. Loss caused from the time that You have Discovered that an Employee or Third Party, whether acting alone or in Collusion, has committed Theft, fraud, dishonesty or any similar or like act or acts which would give rise to an indemnity under this Policy.
3. Consequential or indirect loss of any nature, including but by no means limited to any loss of profit suffered by You.
4. Fines, penalties, taxes or punitive damages of any nature.
5. Unintentional acts, errors or omissions by You, Your Employees, directors, officers, partners, shareholders or members.
6. In respect of Defined Events 1 and 2, any Loss arising from or relating to, whether directly or indirectly:
 - a) any act or acts involving credit agreement, extension of credit, hire purchase agreement, loan, loan transaction, lease or rental agreement, invoice, account, an agreement or acknowledgment or evidence of debt, payments made or withdrawals from any customer account involving items which are not finally paid for any reason; or
 - b) any act or acts involving trading or dealing in shares, stocks, equities, bonds, unit trusts, securities, commodities, derivatives, foreign exchange, debentures, or in respect of any of the foregoing any like or similar instrument;

Unless in respect of such Loss, You can prove that such act or acts were committed by an Employee with the clear and unequivocal intention to cause You a Loss and results in a dishonest personal financial gain for that Employee or any other person or entity, or was committed with the manifest intent or the clear and unequivocal intent to result in a dishonest personal financial gain for the Employee or other person or entity.

7. Loss of, or arising from the accessing of, any confidential or proprietary information including but not limited to trade secrets, know how, intellectual property including but not limited to patents, copyrights and trademarks, computer programs or customer information.
8. Loss or damage caused by fire or arising from the malicious, wilful or wanton acts of Employees which are coverable under a fire insurance policy or similar insurance.
9. Where You are a company, close corporation or partnership and any principal, shareholder, director, member or partner thereof is involved or implicated in the Loss, Hollard will only be liable to the extent of the shareholding, participation, membership or other share of the other principals, shareholders, directors, members or partners of Yourself.

10. Civil commotion and terrorism exception

This Policy does not cover loss of or damage directly or indirectly caused by or in any way related to:

- a) 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 above;
- b) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) or civil war:
 - (i) mutiny military rising military or usurped power martial law or state or siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - (ii) insurrection rebellion or revolution;
- c) any act (whether on behalf of any organisation body or person or group of persons) calculated to:
 - (i) overthrow or influence any State or Government or any provincial local or tribal authority with force or by means of fear terrorism or violence;
 - (ii) bring about loss or damage in order to further any political ethnic, religious social ideological or similar purpose aim objective or cause or to bring about any social ideological or economic change or in protest against any State Government or any provincial local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;
- d) any attempt to perform any act referred to in clause c) of this Exception.
- e) the act of any lawfully established authority in controlling preventing suppressing or in any way dealing with any occurrence referred to in clauses 1., 2., 3., or 4. of this Exception.

If Hollard alleges that by reason of clauses 1., 2., 3., 4. or 5. of this Exception loss or damage is not covered by this Policy the burden of proving the contrary will rest on You.

CONDITIONS

A) Compulsory deductible

The amount payable under the Policy in respect of a Defined Event involving one person or any number of persons acting in Collusion will be reduced by the Deductible stated in the schedule which amount will be borne in full by You and remain uninsured.

B) Maintenance of systems and procedures

You will institute and/or maintain and continue to employ in any material manner all such systems of check and control, accounting and clerical procedures and methods of conducting Your business as has been represented to Hollard in the Proposal Form completed by You or any other information supplied by You to Hollard, but You may:

- (i) change the remuneration and conditions of service of any Employee;
- (ii) make any other changes as are approved beforehand in writing by Your auditors.

C) Apportionment of recoveries

If You sustain any Loss which exceeds the Sum Insured hereunder in respect of such Loss, You will be entitled to all recoveries (except from suretyship insurance reinsurance security or indemnity taken or effected by Hollard or for the amount of any deductible) by whomsoever made on account of such Loss until fully reimbursed, less the actual cost of effecting the same and any remainder will be applied to the reimbursement of Hollard or to You to the extent of any Deductible by You forming part of such recovery.

D) Claims**CLAIMS NOTIFICATION**

On the discovery of any event which may result in a claim under the Policy You will at Your own expense:

- (i) give notice thereof to Hollard as soon as reasonably possible but within a maximum period of 90 (ninety) days and provide particulars of any other insurance covering such events as are hereby insured;
- (ii) as soon as practicable after the event, inform the police of any Loss and take all practicable steps to discover the guilty party and to recover the stolen property and/or money;
- (iii) as soon as practicable after the event, submit to Hollard full details in writing of any claim and immediately provide Hollard with any summons, notice, writ or other legal process issued against You in connection with the claim;
- (iv) give Hollard such proof, information and sworn declarations as Hollard may require and render all reasonable assistance to Hollard and not, without the prior express written consent of Hollard, make any admission, concession, offer, promise, payment or the like in connection with the claim;
- (v) as soon as practicable following notification but in any event no later than 12 (twelve) months following notification (unless Hollard agrees otherwise in writing), conclusively establish the amount (quantum) and merits and validity of the Loss for the claim notified to Hollard.

E) Prescription period/time bar

In the event of a claim being rejected by Hollard for any reason, and legal action not being commenced within 24 (twenty four) months after the date of such rejection, Your claim will be time-barred and Hollard will be under no obligation to make any payment in respect of the claim and all benefit afforded under the Policy in respect of such claim will be forfeited.

F) If after the payment of a claim in terms of the Policy the property or the subject matter of the claim or any part thereof is located, You will render all assistance in the identification and physical recovery of such property or subject matter if called upon to do so by Hollard, provided that Your reasonable expenses in rendering such assistance will be reimbursed by Hollard. Should You fail to render assistance in terms of this condition when called upon to do so, You will immediately become liable to repay to Hollard all amounts paid in respect of the claim.

G) When amounts recoverable from Hollard are delayed pending finalisation of any claim, payments on account may be made to You if required at the discretion of Hollard.

H) VALUATION FOR CLAIMS PURPOSES

The following will apply in respect of the determination and valuation of any Loss which is the subject of an indemnity under this Policy:

(i) Securities

In no event will Hollard be liable in respect of securities for more than the actual cash value thereof at the close of business on the business day immediately preceding the day on which the Loss was Discovered.

(ii) Books of Accounts and Records

In the case of loss of or damage to property consisting of books of accounts or other records (other than electronic data) used by You in the conduct of Your business, Hollard will be liable under this Policy only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which will have been furnished by You in order to reproduce such books or other records.

(iii) Electronic Data

In the event that a Loss as covered under this Policy results in the destruction, erasure or theft of electronic data used by You while such data is stored within Your computer systems, Hollard will be liable under this Policy only if such data is actually reproduced and cover hereunder will only apply to the cost of labour for the actual transcription or copying of data, which will have been furnished by You in order to reproduce such electronic data.

(iv) **Foreign Currency**

If a foreign currency (currency other than the currency in which this Policy is written) is involved in a Loss sustained by You, the calculation required will be the rate of exchange as offered by Hollard's Bank on the date of such settlement.

(v) **Any other Property**

Hollard will not be liable in respect of any other property (not covered by the above) for more than the actual cash value thereof at the time of the Loss, or for more than the actual cost of repairing any such property or of replacing same with property or material of like quality and value, provided however that the actual cash value of such other property held by You as a pledge, or as collateral for an advance or loan, will be deemed not to exceed the value of the property as determined and recorded by You when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

I) Hollard's rights after a loss

- (i) On the happening of any event in respect of which a claim is or may be made under the Policy, Hollard and every person authorised by Hollard may without thereby incurring any liability and without diminishing the right of Hollard to rely upon any conditions of the Policy, take over and prosecute in Your name for Hollard's own benefit any claim for indemnity and will have full discretion in the conduct of any proceedings and in contesting or settling any such claim.
- (ii) You will, at the expense of Hollard, do and permit to be done all such things as may be necessary or reasonably required by Hollard for the purpose of enforcing any rights to which Hollard will be or would become subrogated upon indemnification of Yourself, whether such things will be required before or after such indemnification.
- (iii) Hollard may, at any time following notification of a claim which falls to be dealt with in terms of this Policy, pay over to You any amount (subject at all times to the Sum Insured, any amounts already paid by Hollard during the period of insurance, and Your deductible) for which, in the reasonable opinion of Hollard, the claim can be settled. Upon such payment, Hollard will be relieved of any further liability in respect of the claim and Hollard will relinquish the control of such claim to You.

N) The insurance contract and proposal form

This Policy together with the schedule and any endorsements issued by Hollard will constitute the entire insurance contract between Hollard and You. The insurance contract will be read together as one document and any word or expression to which a specific meaning has been given in any part thereof will bear such meaning wherever it may appear.

In providing cover to You, Hollard has relied upon the information provided by You in the Proposal Form, and any other information supplied by You or any other person acting on Your behalf. All of the information supplied will form the basis of this insurance contract and will be deemed to have been incorporated into the insurance contract.

O) Reporting loss to police authorities

In the event of the Discovery of any Loss resulting from a Defined Event, You may notwithstanding anything to the contrary contained in Condition 8, refrain from reporting the matter to the police but will do so immediately if required in terms of any law or by Hollard.

P) Knowledge by person completing proposal form

It is understood and agreed that knowledge of his own fraud or dishonesty or that of others with whom he is in Collusion by the person signing the proposal and questionnaire or giving renewal or other instructions will not prejudice any claim under the Policy.

Q) Increase in sum insured/deductible

If the Sum Insured or Deductible will be increased at any time, such increased amount will apply only to Defined Events Discovered after the date of such increase, unless otherwise agreed by Hollard in writing.

EMPLOYERS' LIABILITY

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

Damages which You will become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with You, which occurred in the course of and in connection with such person's employment by You within the territorial limits and on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against You in writing during the period of insurance.

THE LIMIT OF INDEMNITY

The amount payable, 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, will not exceed the limit of indemnity stated in the schedule.

TERRITORIAL LIMITS

Anywhere in the world but not in connection with:

- (i) any business carried on by You at or from premises outside; or
- (ii) any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi.

SPECIFIC EXCEPTIONS

This section does not cover:

1. liability assumed by You under any contract, undertaking or agreement where such liability would not have attached to You in the absence of such contract, undertaking or agreement;
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
3. fines, penalties, punitive, exemplary or vindictive damages;
4.
 - a) damages in respect of judgments 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;
 - b) costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in 4. a) above;
5. any claim arising from an event known to You:
 - a) which is not reported to Hollard in terms of General condition 6;
 - b) prior to inception of this section;
6. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against You within the 48-month period (or extended period in respect of minors) as specified in Specific condition 2.

SPECIFIC CONDITIONS

1. Any claim first made in writing against You as a result of a defined event reported in terms of General Condition 6 (hereinafter termed reported event) will 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:
 - a) any claim resulting from a reported event, first made in writing against You during the 48 months immediately following cancellation or non-renewal will 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 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.
 - b) You may report an event in terms of General condition 6 to Hollard for up to 15 days after cancellation or non-renewal, provided that:
 - (i) such event occurred during the period of insurance;
 - (ii) any subsequent claim first made in writing against You as a result of such event will be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 month period specified in 2a) above.
3. Any series of claims 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 will be treated as if they all had first been made against You.
 - a) on the date that the event was reported by You in terms of General condition 6; or
 - b) 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

Extended reporting option

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:

- a) this option may only be exercised in the event of Hollard cancelling or refusing to renew this section;
- b) this option must be exercised by You in writing within 30 days of cancellation or non-renewal;
- c) once exercised, the option cannot be cancelled by either You or Hollard;
- d) You have not obtained insurance equal in scope and cover to this section as expiring;
- e) Hollard will only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
- f) claims first made against You or any reported events by You during the extended reporting period will be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
- g) the total amount payable by Hollard for claims made or reported events during the extended reporting period will not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
- h) any claim made, following a reported event during the extended reporting period, which is first made against You in writing more than 48 months after the last day preceding cancellation or non-renewal, will not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

Memorandum

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

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

MACHINERY BREAKDOWN

INTRODUCTION

This Section forms part of the Policy only if shown in the schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

Sudden and unforeseen physical damage from any cause not hereinafter excluded to any Machinery described in the Schedule, occurring at the premises and during the Period of Insurance, while such Machinery is:

1. at work or at rest;
2. being dismantled for the purpose of cleaning, inspection, overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection.

Provided that:

1. Hollard will not be responsible for the cost of any alterations or overhauls carried out on the occasion of a repair or reinstatement;
2. in the case of a claim where loss of or damage is confined to part of a machine or structure;
3. Hollard will be liable only for the value of that part plus the cost of any necessary dismantling and erection for which You are responsible, subject to the limit of indemnity stipulated on the schedule of insurance.

SPECIAL EXCEPTIONS

This policy does not cover:

1. Damage to the insured machinery by any other cause otherwise insured in terms of the Buildings section of this policy or subsequent dismantling or re-erection.
2. Any cost of replacing, reinstating or making good:
 - a) wear and tear and gradual deterioration, corrosion, erosion, deposit of scale, sludge or other sediment or any other direct consequence of progressive or continuous influence from working or atmospheric or chemical action, rust or scratching of painted or polished surfaces.
3. Damage resulting from:
 - a) experiments, overloads, tests or misapplication of tools;
 - b) expendable parts and tools such as but not limited to valves, tubes, belts, chains, seals, bits, cutters, knives, blades, dies, patterns, rollers, sieves unless caused by external means or in connection with other insured damage;
 - c) foundations and masonry.
4. Damage for which the manufacturer, supplier or lessor is responsible.
5. The amount specified in the Schedule as the Deductible.
6. damage resulting from the failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant.

SPECIAL CONDITION

You will take reasonable precautions to ensure that the machinery is maintained in good working order and neither habitually nor intentionally overloaded and that Government and other Regulations relating to the operation of the machinery are observed.

ELECTRONIC EQUIPMENT

1. SUB-SECTION A – MATERIAL DAMAGE

DEFINED EVENTS

Physical loss of or damage to the property insured described in the Schedule from any cause not hereinafter excluded whilst:

1. at work or at rest anywhere within the insured premises as specified;
2. in transit including loading and unloading or whilst temporarily stored at any premises en route;
3. temporarily removed from the insured premises to any other location;
4. any portable equipment specified in the Schedule anywhere in the world.

PROVIDED THAT:

losses as a result of lightning and power surge to property described in the Schedule;

1. shall be protected by surge arrestors;
2. installed on the insured premises on all data lines, power supplies, electronic distribution boards or individual equipment;
3. installation shall comply with all SABS and similar requirements;
4. the Insured shall be responsible to pay an additional 10% (ten percent) of claim with a minimum of R1 000 (one thousand rand) if not complied with 1., 2. and 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:

a) from the premises:

of the property insured unless accompanied by visible signs of forced and violent entry to or exit from the insured premises/situation;

PROVIDED THAT:

this provision shall not apply to portable equipment;

b) while in transit:

of the property insured by theft accompanied by visible signs of forced 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.

c) unattended vehicle:

if such loss took place from an unattended vehicle while in the custody or control of the Insured or any principal, partner, director or employee;

PROVIDED THAT:

i) the property is concealed in a completely closed and securely locked vehicle; or

ii) the vehicle itself was housed in a securely locked building; and

iii) 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:

- a) the value of damaged parts which can be used will be deducted;
- b) the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section;
- c) if, without the consent of the Company, temporary repairs are carried out by the Insured in the interests of safety or to minimize further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured;
- d) where the damage is restricted to a part or parts of an Insured item, the Company shall not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the sum insured.

2. Total loss

- a) In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating on the same site new property of equal performance and/or capacity or, if such be impossible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged;

PROVIDED ALWAYS THAT:

- (i) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
- (ii) until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
- (iii) these Conditions shall be without force or effect if:
 - the Insured fail 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;
 - the Insured are unable or unwilling to replace or reinstate the property insured on the same or another site;
- (iv) at the sole option of the Company, following commercial and technical appraisal by a representative of the Company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this 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.

- b) 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 opposite thereto respectively and, in addition thereto, the following:

1. Architects' and other professional fees

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed 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 R5 000 (five 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 by this item shall not apply directly or indirectly to:

- a) the cover provided for in item (ii) of this Sub-Section;
- b) the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this Section;

PROVIDED FURTHER THAT:

the Company shall not be liable to pay more than R5 000 (five thousand rand) per any one event or the amount stated in the Schedule, for which a premium has been accepted.

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 R5 000 (five thousand rand) or the amount stated in the Schedule (for which a premium is received);

PROVIDED THAT:

- a) the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
- b) in respect of each and every event or series of events arising out of or in connection with 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;
- c) where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Company at the commencement of each period of insurance;

PROVIDED FURTHER THAT:

the Company shall not be liable to pay more than R5 000 (five thousand rand) per any one event or the amount stated in the Schedule, for which a premium has been accepted.

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 or sums in discharge of the Company's liability in terms of this Sub-Section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

The Insured shall pay to the Company the additional premium required by the Company calculated pro-rata from the day of the accident to the end of the period of insurance.

SPECIFIC EXCEPTIONS (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

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 20 km (twenty kilometre) radius of the Insured premises, and up to 90 % of the sum insured of this section, 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:

- a) the costs provided for in 1., 2. and 3. above shall be necessarily and reasonably incurred to maintain normal working conditions;

- b) 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;
- c) the cover afforded hereunder shall be restricted to:
 - (i) parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;
 - (ii) programs or data reinstated not indemnifiable under item (ii) of Sub-Section B hereof;
- d) 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.

Telkom 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 Telkom 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 Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.

1. 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.

2. 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:

- a) loss or damage occurring in the Republic of South Africa and Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 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.

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:

a) 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;

b) 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;

c) emergency repairs:

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

PROVIDED THAT:

the Company shall not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any one period of insurance in respect of a), b) and c) 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

a) The Company may, at its own option and discretion, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule.

b) If the Company replace or reinstate 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 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.

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 this 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 this 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. Fire, lightning and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning or explosion.

4. 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:

a) if supplied by the manufacturer when new

the replacement value of the item limited to R25 000 (twenty five thousand rand) or the amount stated in the Schedule;

b) 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);

c) specified in the Schedule

the amount stated in the Schedule and reduced by the amount stated in the Schedule.

PROVIDED THAT:

the Claim-Free Group or No-Claim Bonus shall not be affected by a claim payable in terms of this Provision.

SPECIFIC EXCEPTIONS APPLICABLE TO SUB-SECTION A

The Company shall not be liable to pay for:

1. consequential loss:
 - a) money paid towards the upgrade of or extension of a maintenance plan or similar;
 - b) as a result of any other cause whatsoever;
2. depreciation in value whether arising from repairs following a defined event or otherwise;
3. wear and tear;
4. mechanical, electronic or electrical breakdowns, failures or breakages;
5. damage to tyres by application of brakes or by road punctures, cuts or bursts;
6. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
7. damage to the Insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle.

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 to apply to Sub-Section B;
2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

- a) such person shall, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
 - b) such person driving such vehicle has not to be Insured's knowledge been refused any motor insurance or continuance thereof by any Insurer;
 - c) indemnity shall not apply in respect of claims made by any member of the same household as such person;
 - d) such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;
3. indemnify the Insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Definition 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

Unless otherwise stated, the liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule;

PROVIDED THAT:

the limits of indemnity in terms of this Sub-Section as stated in the Schedule are amended to read as follows and are only applicable to the driver of a vehicle with a valid driver's licence for a period of validity of 5 (five) years or less:

1. R5 000 000

SPECIFIC EXCEPTIONS APPLICABLE TO SUB-SECTION B

The Company shall not be liable under this Sub-Section in respect of:

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This Exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected;
2. 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.

LIMITS OF INDEMNITY

Unless otherwise stated, the liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

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 and in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation 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	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	Definition 1 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
	Definition 2 Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's
	Definition 3 Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts
	Definition 4 Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's
	Definition 5 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
	Definition 5 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

Description of use	<p>Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured;</p> <p>but excluding:</p> <p>hiring, carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade.</p> <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>
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CLAUSES AND EXTENSIONS

Repatriation of vehicles used outside the territorial limits

If an insured vehicle is lost or damaged within the territorial limits of this Policy but outside the territorial limits of 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:
 - a) **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);
 - b) **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);
 - c) **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.
2. If it is recommended or required that the driver of the insured vehicle effects separate third party liability insurance specific to the 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.

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 car 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:

- a) 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;
- b) 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).

The provisions of this Section relating to first amount payable and No-Claim Discount shall not apply to this Extension.

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 always that such vehicle was being moved:

PROVIDED FURTHER THAT:

this Extension shall not apply in respect of damage to vehicles which are parked for reward.

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

Windscreen

The provisions of this Section relating to First Amounts Payable and No-Claim Discount shall not apply to any payment for damage to windscreen glass, side or rear glass, head-, tail- or fitted spotlights forming part of any vehicle;

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.

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 an event which may result in 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.

OPTIONAL CLAUSES AND EXTENSIONS (IF STATED IN THE SCHEDULE TO BE INCLUDED)**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.

Loss of use – vehicle hire

If a 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 or damaged and for which the Company accepted liability to compensate for, the Company will pay to the Insured up to 30 days the equivalent rental cost of a replacement vehicle.

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:

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

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; and
3. the No-Claim Rebate provisions.

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 and the No-Claim Discount provisions are 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. Furthermore, Sub-Section C and the No-Claim Discount provisions are cancelled.

SPECIFIC EXCEPTIONS APPLICABLE TO ALL SUB-SECTIONS

1. The Company shall not be liable for any accident, injury, loss, damage or liability:
 - a) whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause;
 - b) incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique, but the Company will indemnify the Insured against loss of
 or
 damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
 - c) arising from the ownership, possession or use of vehicles:
 - (i) 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;
 - (ii) in the underground workings of any mine or on the apron or runway at any airport;
 - d) incurred while any vehicle is being driven by:
 - (i) the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/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;
 - (ii) any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/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;
 - (iii) 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:
 - goods vehicles with a gross vehicle mass (GVM) exceeding 3 500 kg (three thousand five hundred kilograms);
 - breakdown vehicles;

- buses;
- mini-buses with a GMV exceeding 3 500 kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
- motor vehicles conveying persons for reward;
- 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

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 the Insured have knowledge of such fact.

Vehicle security/immobiliser

1. If the Company specifies that a particular type of security system must be installed to 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 such theft of such vehicle if the Insured:
 - a) fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
 - b) cancels the service agreement;
 - c) 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.

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