

MONEY SECTION

DEFINED EVENTS

Loss of or damage to Money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique provided that:

1. the liability of the Company for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the insured amounts or other specific limitations stated in the schedule;
2. irrespective of the number of specific items or limitations under which a claim is or can be lodged, the maximum liability of the Company for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed for each insured premises the sum of the insured amounts of the Money major limit (as increased by any Seasonal limit) and Crossed cheques.

DEFINITIONS

Cash on delivery as stated in the schedule shall mean Money (as defined) received by the Insured or the Insured's employees in payment for goods delivered at the time of such delivery of goods up until:

1. such Money is delivered into the building(s) stated in the schedule on the insured premises (thereafter the Money major limit shall apply), or;
2. such Money is deposited in the bank on the same day of receipt of such Money if the Money is taken to the bank first without first being taken to the premises in either 1 above or 3 below, or;
3. such Money is taken into any private residence of the Insured or the Insured's employees if such Money is not first taken into the building(s) in 1 above (thereafter whilst in such residence the "Money while in the private residence of the Insured, an employee, director or partner in or of the business" limit if different shall apply).

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

Collectors as stated in the schedule shall mean Money (as defined) collected by the Insured's employees on the instruction of the Insured, whether as an official part of the job description of such employee or not (other than "Cash on delivery" as defined) from the time of such collection up until:

1. such Money is delivered into the building(s) stated in the schedule on the insured premises (thereafter the Money major limit shall apply), or;
2. such Money is deposited in the bank on the same day of receipt of such Money if the Money is taken to the bank first without first being taken to the premises in either 1 above or 3 below, or;
3. such Money is taken into any private residence of the Insured or the Insured's employees if such Money is not first taken into the building(s) in 1 above (thereafter whilst in such residence the "Money while in the private residence of the Insured, an employee, director or partner in or of the business" limit if different shall apply).

Crossed cheques as stated in the schedule shall include crossed money orders or crossed postal orders and any loss up to the insured amount for crossed cheques shall, subject to proviso 2 of the defined events, be payable in addition to any amount payable by the Company under any other item reflected on the schedule.

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

Money major limit as stated in the schedule shall mean all Money (as defined):

1. Up to the insured amount in the building(s) on the insured premises stated on the schedule (not catered for by any more specific item in the schedule for Money on the insured premises) but limited further by the safe grading condition limitation or any other condition limiting the insured amount whilst on the insured premises;
2. Up to the insured amount whilst in transit away from the insured premises within the territories stated in the defined events (not catered for by any more specific item in the schedule for money away from the insured

premises) but limited further by any Money in transit limitation(s) or any other conditions limiting the insured amount whilst away from the insured premises;

Money taken away from the insured premises on a business trip as stated in the schedule shall mean Money in the custody of a partner, director or employee of the Insured while away on a business trip anywhere in the world outside of the territories reflected in the Defined Events.

Money while in the private residence of the Insured, an employee, director or partner in or of the business as stated in the schedule shall mean Money of the business whilst temporarily in such residences provided that the SABS safe category restrictions reflected in the schedule under "Money contained in a locked safe or strong-room situated in a building at the insured premises outside the hours during which the commercial operations of the Insured are conducted" shall apply to Money in such private residence whilst the Insured, the employee, director or partner is not in the building of the private residence where the money is kept.

Petrol attendants as stated in the schedule shall mean loss of Money (as defined) in the custody and control of all petrol attendants whilst on the insured premises.

Receptacles as stated in the schedule shall mean any safe, strong-room, strong-box, till, cash register, cash box or other receptacle for Money or any franking machine.

Seasonal limit as stated in the schedule shall mean the period (as specified in the schedule) during which the Money major limit insured amount is replaced by the insured amount reflected in the schedule under Seasonal limit.

CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

Clothing (if stated as included in the schedule)

In addition to any payment in respect of a defined event, the Company will indemnify the Insured in respect of Clothing (as defined) lost or damaged as a result of theft of Money or attempted theft of Money.

Extended Money definition (if stated as included in the schedule)

The definition of Money is extended to include electronic monetary funds in a bank account of the Insured or electronic airtime, for which the Insured is legally liable, provided that:

1. Loss of electronic monetary funds and electronic airtime is restricted to a reduction of such funds due to:
 - 1.1 the Insured or any employee of the Insured being forced following violence or a threat of violence, to transfer such funds out of the Insured's bank account or to transfer such electronic airtime;
 - 1.2 theft of the Insured's bank cards;
 - 1.3 fraudulent use by a third party of the Insured's bank card number in conjunction with the card verification number/value to purchase goods;
 - 1.4 the Insured's bank card or details being replicated by means of skimming at an ATM or pay point and subsequently being used to purchase goods, withdraw or transfer funds out of the Insured's bank account;
 - 1.5 the Insured's bank account or online banking facility or access to such electronic airtime being hacked by a third party;
 - 1.6 the fraudulent activity of any principal, partner, director or person or persons in the employ of the Insured discovered within the period contained in Specific Exclusion 1 of this section;
 - 1.7 the Insured or an employee of the Insured through a scheme or trick being misled into transferring funds out of the bank account of the Insured or transferring electronic airtime;
2. The amount payable under this extension for any claim or number of claims during any one (annual) period of insurance (or twelve consecutive months from the inception date or anniversary date if this policy is paid monthly by debit order), shall not exceed in the aggregate the insured amount stated in the schedule against this extension;

3. The Insured immediately report any incident mentioned under 1 above including any loss or theft of a bank card to the relevant bank or the electronic airtime provider and immediately comply with all instructions of the bank to minimise further losses.
4. The Company shall not be liable under this extension for loss of or damage to electronic monetary funds or electronic airtime:
 - 4.1 where the Insured and employees of the Insured have not followed all of the bank or electronic airtime provider's security recommendations and requirements, including password and number protection both prior to and after any loss;
 - 4.2 that can be recovered from the Insured's bank, the electronic airtime provider or any other insurance;
 - 4.3 where proviso 3 has not been strictly complied with;
 - 4.4 arising out of an event described under 1.7 above and not discovered as being a fraudulent scheme or trick within 15 working days after the transfer of such funds.
 - 4.5 if the Insured did not have reputable and updated internet security software installed on the device at the time of any breach as set out under 1.5 above.

For the purposes of this extension, bank card shall include debit, credit, petrol or any other cards issued by the Insured's bank that can be used to withdraw, pay or transfer funds from the Insured's bank account.

Fraudulent payment to the Insured by means of a credit card (if stated as included in the schedule)

This section is extended to include cover for any payment received by the Insured by means of a credit card that is subsequently discovered to be fraudulent provided that:

1. the Insured has attempted to recover such funds from the perpetrator and the relevant bank(s) but has been unsuccessful;
2. the loss and circumstances were immediately upon discovery reported to the police;
3. the Company shall not be liable under this extension for any amount that is covered under any other insurance and this extension shall not be called into contribution with any other such insurance;
4. The amount payable under this extension for any claim or number of claims during any one (annual) period of insurance (or twelve consecutive months from the inception date or anniversary date if this policy is paid monthly by debit order), shall not exceed in the aggregate the insured amount stated in the schedule against this extension;

Personal accident (assault) (if stated as included in the schedule)

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

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

1. **Death:** the amount stated in the schedule per person;
2. **Permanent disability:**
 - 2.1 loss by physical separation at or above the wrist or ankle of one or more limbs: 100% of the death amount
 - 2.2 permanent and total loss of:
 - 2.2.1 the whole eye: 100% of the death amount
 - 2.2.2 sight of the eye: 100% of the death amount
 - 2.2.3 sight of eye except perception of light: 100% of the death amount
 - 2.3 permanent and total loss of hearing:
 - 2.3.1 in both ears: 100% of the death amount
 - 2.3.2 in one ear: 35% of the death amount
 - 2.4 permanent and total loss of speech: 100% of the death amount

- 2.5 injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training: 100% of the death amount
- 2.6 loss of four fingers: 80% of the death amount
- 2.7 loss of thumb or part thereof (provided at least an entire phalange is lost): 30% of the death amount
- 2.8 loss of any other finger or part thereof (provided at least an entire phalange is lost): 15% of the death amount (per finger)
- 2.9 loss of metacarpals: 5% of the death amount (per metacarpal)
- 2.10 loss of toes:
 - 2.10.1 all toes on one foot: 35% of the death amount
 - 2.10.2 per toe or part thereof (provided at least an entire phalange is lost): 7% of the death amount (per toe)
- 2.11 disfigurement from burns of:
 - 2.11.1 100% of the surface area of the head and neck: 75% of the death amount
 - 2.11.2 100% of the surface area of the remainder of the body other than the neck and face: 50% of the death amount.
3. **Temporary total disability** (from following usual business or occupation): the weekly sum specified in the schedule.
4. **Medical expenses:** The reasonable expenses incurred, up to the sum specified in the schedule, shall be payable in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 months of the defined event.

Provided that:

1. Where a permanent disability injury is not specified the Company will pay such sum as in its opinion is consistent with the above provisions;
2. Permanent total loss of use of part of the body shall be considered as loss of such part;
3. 100% of the death amount shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any such person;
4. The Company shall not be liable to pay in respect of any one such person more than the Death amount plus the sums specified under items Temporary total disability and Medical expenses;
5. The sum specified under Temporary total disability shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 weeks and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that permanent disability may remain;
6. Compensation payable under item Medical expenses shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under Medical expenses;
7. This extension shall not apply to any such person under 15 or over 75 years of age;
8. After suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
9. General exclusion 2 and General conditions 2 and 9 do not apply to this extension;
10. In respect of this extension only, General exclusion 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.”
11. Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereat;
12. In the event of disappearance of any such person in circumstances which satisfy the Company that he has sustained injury to which this personal accident (assault) extension applies and that such injury has resulted

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

Receptacles (if stated as included in the schedule)

In addition to any payment in respect of a defined event, the Company will indemnify the Insured in respect of Receptacles (as defined) lost or damaged as a result of theft of Money or attempted theft of Money.

Receptacles: Locks, keys and access cards (if stated as included in the schedule)

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

Riot and strike (other than RSA and Namibia) (if stated as included in the schedule)

Subject otherwise to the terms, conditions, exclusions 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 1 above;

provided that this extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever;
3. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General exclusion 1 (A), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the Company alleges that, by reason of provisos 1 to 5 above loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

Skeleton keys

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

SPECIFIC EXCLUSIONS

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

1. arising from dishonesty of any principal, partner, director or person or persons in the employ of the Insured not discovered within the number of days (as stated in the schedule) of the occurrence thereof;
2. arising from shortage due to error or omission;
3. arising from the use of keys to any safe or strong-room unless the keys
 - (a) are obtained by violence or threats of violence to any person;

- (b) are used by the key holder or some other person with the collusion of the key holder and the Insured can prove to the satisfaction of the Company that the key holder or such other person had used the keys to open the safe or strong-room;
4. in an unlocked safe or strong-room whilst the portion of the premises containing such safe or strong-room is unattended but this exclusion will not apply if it can be shown to the satisfaction of the Company that the key holder to the safe or strong-room deliberately left it unlocked with the intention of allowing the Money to be stolen;
 5. not contained in a locked safe or strong-room whilst the portion of the premises containing such Money is unattended but this exclusion will not apply if it can be shown to the satisfaction of the Company that the person(s) responsible for the Money deliberately left it outside the safe or strong-room with the intention of allowing it to be stolen;
 6. in any vehicle being used by the Insured unless a principal, partner, director or employee of the Insured is actually in such vehicle or, if not in such vehicle, is within 10 metres of it in a position from which the vehicle is clearly visible. This exclusion shall not apply following an accident involving such vehicle rendering the said person incapacitated.
 7. in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the Fidelity section of the policy or any other fidelity insurance.

Specific exclusions (3), (4), (5) and (6) do not apply up to an amount of R3 500 and such losses shall not be reduced by any first amount payable.

SPECIFIC CONDITIONS

1. Basis

The maximum amount payable by the Company is limited to the insured amount stated in the schedule and if in the schedule against "Basis" it states "All buildings on the premises", it shall mean that the insured amount shall be the maximum amount payable by the Company for any one event for all buildings on the premises combined and not to each building individually.

2. Money contained in a locked safe or strong-room situated in a building at the insured premises outside the hours during which the commercial operations of the insured are conducted

Cover for money contained in a locked safe or strong-room situated in a building at the insured premises outside the hours during which the commercial operations of the Insured are conducted, is restricted to those monetary amounts reflected in the schedule next to any specified safe(s) and in the absence of any specified safe being reflected, to those monetary amounts reflected in the schedule next to the various SABS category ratings. For the purposes of this section, the schedule shall not be deemed to over-ride the policy wording to the extent that the Company's liability shall not exceed the Money major limit or the Seasonal limit for the premises concerned notwithstanding any higher amount reflected next to the SABS safe category in the schedule.

3. Special conditions applicable to cheques

First amount payable applicable to theft of cheques

Any loss or series of losses attributable to one original event which is payable under this section and which results from the theft of any cheque or cheques shall be reduced by a first amount payable as stated in the schedule ["% of claim (cheques not complying with the special conditions applicable to cheques)"] unless:

1. Cheques drawn by the Insured:

- 1.1 the cheque has been drawn and crossed exactly in accordance with the undermentioned "Recommended Santam procedure for drawing and crossing of cheques" or any other superior method approved by Santam and the printed portion of the cheque (as opposed to the written or typed portion) has been printed by the bank itself or a printer licensed to print cheques by the Automatic Clearing Bureau, or;
- 1.2 the cheque has been dispatched to the payee by certified post or any post where the security is equal or superior to certified post.

2. Cheques drawn by someone other than the Insured and which were received by the Insured by post or direct by the cashier:
 - 2.1 such cheque has been crossed and marked “not negotiable” and marked “not transferable” immediately on receipt thereof by the Insured and
 - 2.2 the Insured is able to identify the drawer and amount of the cheque from their records.
3. Cheques of which the Insured is the true owner which were drawn by someone other than the Insured and posted to the Insured but not received
 - 3.1 the cheque has been drawn and crossed exactly in accordance with the undermentioned “Recommended Santam procedure for drawing and crossing of cheques” or any other superior method approved by Santam, or;
 - 3.2 the cheque was dispatched to the Insured by certified post or any post where security is equal or superior to certified post, or;
 - 3.3 the invoice of the Insured (to which the payment by cheque relates) contains a message (approved by the Company) on it recommending or requiring that the cheque be drawn in accordance with the undermentioned “Recommended Santam procedure for drawing and crossing of cheques”.

RECOMMENDED SANTAM PROCEDURE

For drawing and crossing of cheques and printing of blank cheques

1. Drawing and crossing of cheques

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

- 1.1 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.
- 1.2 If instead of “or bearer” your cheque has pre-printed on it “or order” these words must also be deleted.
- 1.3 Write on the face of the cheque the words “not transferable”.
- 1.4 Cross the cheque by drawing two parallel lines across the cheque.
- 1.5 Write the words “not negotiable” between the two parallel lines referred to in 1.4 above.
- 1.6 Ensure that the payee is accurately, properly and fully described. For example, where the payee is a company, its full name should be used: “RH Jones (Pty) Ltd”; not just “RH Jones”.

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

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

- 1.7 In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures.
- 1.8 An example of this method of drawing a cheque is attached as Annexure A.
- 1.9 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.
- 1.10 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.
- 1.11 The method used to complete cheques should be one which makes an ink impression on the paper, such as 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:
 - 1.11.1 Old ribbons;
 - 1.11.2 laser printers which do not make an impression into the paper;

1.11.3 the “reverse printing technique”;

1.11.4 correctable type ribbons.

2. 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:

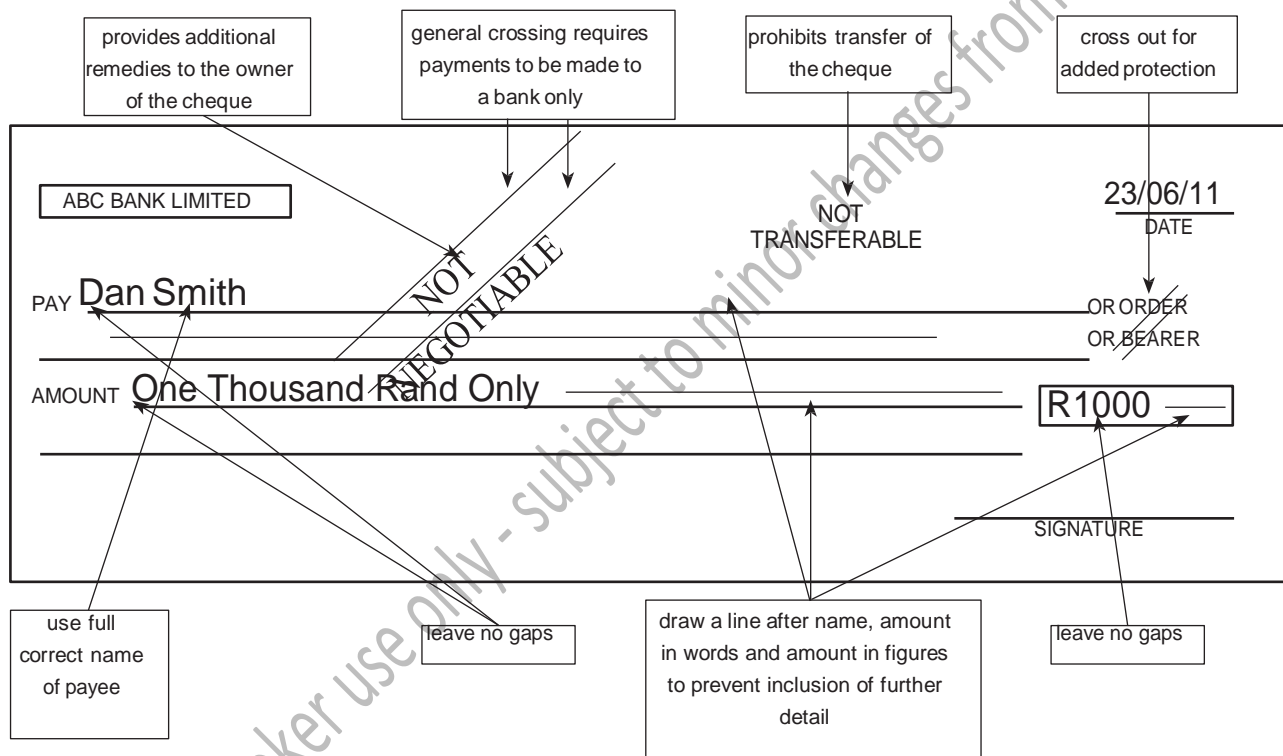
2.1 security paper (CBS1 or superior);

2.2 security designs;

2.3 special security inks compatible with the security paper/design;

2.4 methods which make it difficult for anyone to make a supply of blank cheques by photocopying the originals.

Annexure A – Santam Recommended Cheque



Annexure B – Santam Recommended Cheque

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

WARNING

To persons encashing this cheque or receiving it in exchange for any consideration:

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

NB THIS CHEQUE IS CROSSED AND MARKED “NOT NEGOTIABLE” AND “NOT TRANSFERABLE”.