



SINCE
87

*Stellar**
Farming

POLICY WORDING

STELLAR FARMING



IMPORTANT CONTACT DETAILS

<p>Safire</p>	<p>Safire Insurance Company Limited [FSP Number: 2092]</p> <table border="0"> <tr> <td data-bbox="376 443 536 470">Contact details</td> <td data-bbox="644 472 938 562"> Telephone (033) 264 8500 Email admin@safireinsurance.com Website www.safireinsurance.com </td> <td data-bbox="1059 443 1209 470">Postal address</td> <td data-bbox="1059 472 1209 562"> PO Box 11475 Dorpspruit 3206 </td> </tr> </table>	Contact details	Telephone (033) 264 8500 Email admin@safireinsurance.com Website www.safireinsurance.com	Postal address	PO Box 11475 Dorpspruit 3206
Contact details	Telephone (033) 264 8500 Email admin@safireinsurance.com Website www.safireinsurance.com	Postal address	PO Box 11475 Dorpspruit 3206		
<p>Safire Client Services</p>	<p>If you have any questions or concerns regarding your Policy, a claim, advice received or services rendered, then you may contact us:</p> <table border="0"> <tr> <td data-bbox="376 647 536 674">Contact details</td> <td data-bbox="644 676 1008 766"> Telephone (033) 264 8500 Email clientservices@safireinsurance.com Website www.safireinsurance.com </td> </tr> </table>	Contact details	Telephone (033) 264 8500 Email clientservices@safireinsurance.com Website www.safireinsurance.com		
Contact details	Telephone (033) 264 8500 Email clientservices@safireinsurance.com Website www.safireinsurance.com				
<p>Safire Complaints</p>	<p>We take our service level seriously. If for any reason, you are not satisfied, please bring your dissatisfaction to our attention so that we can immediately investigate the matter and provide you with feedback:</p> <table border="0"> <tr> <td data-bbox="376 853 536 880">Contact details</td> <td data-bbox="644 882 983 972"> Telephone (033) 264 8500 Email complaints@safireinsurance.com Website www.safireinsurance.com </td> </tr> </table>	Contact details	Telephone (033) 264 8500 Email complaints@safireinsurance.com Website www.safireinsurance.com		
Contact details	Telephone (033) 264 8500 Email complaints@safireinsurance.com Website www.safireinsurance.com				
<p>Ombud for Short-term Insurance (OSTI)</p>	<p>If you have a complaint regarding a product or service received or a claim, you may escalate your complaint to the Ombud for Short-term Insurance:</p> <table border="0"> <tr> <td data-bbox="376 1055 536 1081">Contact details</td> <td data-bbox="644 1084 801 1234"> Telephone (011) 726 8900 Fax (011) 726 5501 Email info@osti.co.za Website www.osti.co.za Sharecall 0860 726 890 </td> </tr> </table>	Contact details	Telephone (011) 726 8900 Fax (011) 726 5501 Email info@osti.co.za Website www.osti.co.za Sharecall 0860 726 890		
Contact details	Telephone (011) 726 8900 Fax (011) 726 5501 Email info@osti.co.za Website www.osti.co.za Sharecall 0860 726 890				
<p>FAIS Ombud</p>	<p>If you have a complaint regarding advice or treatment received from your broker, you may escalate your complaint to the FAIS Ombud:</p> <table border="0"> <tr> <td data-bbox="376 1321 536 1348">Contact details</td> <td data-bbox="644 1350 874 1467"> Telephone (012) 762 5000 Fax (012) 348 3447 Email info@faisombud.co.za Website www.faisombud.co.za </td> </tr> </table>	Contact details	Telephone (012) 762 5000 Fax (012) 348 3447 Email info@faisombud.co.za Website www.faisombud.co.za		
Contact details	Telephone (012) 762 5000 Fax (012) 348 3447 Email info@faisombud.co.za Website www.faisombud.co.za				
<p>SASRIA</p>	<p>SASRIA SOC Ltd Company registration number: 1979/000287/06</p> <table border="0"> <tr> <td data-bbox="376 1563 536 1590">Contact details</td> <td data-bbox="644 1592 887 1709"> Telephone (011) 214 0800 Fax (011) 447 8630 Email contactus@sasria.co.za Website www.sasria.co.za </td> <td data-bbox="1059 1563 1209 1590">Postal address</td> <td data-bbox="1059 1592 1209 1682"> PO Box 653367 Benmore 2010 </td> </tr> </table>	Contact details	Telephone (011) 214 0800 Fax (011) 447 8630 Email contactus@sasria.co.za Website www.sasria.co.za	Postal address	PO Box 653367 Benmore 2010
Contact details	Telephone (011) 214 0800 Fax (011) 447 8630 Email contactus@sasria.co.za Website www.sasria.co.za	Postal address	PO Box 653367 Benmore 2010		

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01. GENERAL

1.1 Introduction

A brief introduction to this policy.

This policy

1. This policy

This policy, the schedule, the application for insurance / proposal and declaration (all of which have been issued in writing), form the agreement for insurance between the Insurer **Safire Insurance Company Limited** (we / us / our) and the Insured (you / your).

This policy and the schedule must therefore be read together as one agreement and words and expressions to which specific meanings may have been given in any section of the policy, shall have those meanings as ascribed in each such section of this policy.

We agree to provide insurance to you in terms of this policy during your period of insurance, or any subsequent period for which we may agree to renew this insurance, and for which the premium due has been paid.

We agree to make good any loss suffered by you either by payment, or at our option by reinstatement or repair or to pay compensation in respect of the events as provided for in the sections forming part of this policy, but not exceeding in respect of each section of the policy the sum insured, limit of indemnity, amount of compensation or any other amounts specified.

Version and effective date

2. Policy version and effective date

A) Policy version: **Safire Stellar Farming policy 2023-12.**

B) Effective date: **1 December 2023.**

C) This policy wording replaces 'Safire Stellar Farming policy 2023-09' and incorporates the following endorsements:

- a) Endorsement 2304 eff 2023-12; and
- b) Endorsement 2305 eff 2023-12.

1.2 SASRIA

South African Special Risks Insurance Association (SASRIA)

What is SASRIA?

SASRIA SOC Ltd (Company registration number: 1979/000287/06)

If stated in the schedule, cover provided for by SASRIA will be included in your policy. A full copy of the SASRIA wording is available on request.

SASRIA provides cover for insured events which occur in the Republic of South Africa (RSA) and covers you for material loss or damage, including malicious damage, caused by any person or group of people taking part in a riot, strike, lock-out, civil commotion or any other act with a political, social or economic aim, objective or cause, or in protest against any state or government.

The sections in this policy that may attract SASRIA cover are:

- Houseowners, Householders;
- Fire, Buildings Combined, Office Content, Business Interruption (Standing charges (fixed costs));
- Money, Glass, Goods in Transit, Business all risks, Electronic equipment; and
- Motor.

Should SASRIA cover not be required, the onus will rest on you to request that this cover be deleted and noted on the schedule accordingly.

1.3 Disclosure of Information

Consent to disclosure of information.

Sharing of information

3. Sharing of information

- A) The sharing of claims and underwriting information (including credit information) by insurers is essential to enable us to underwrite policies, assess risks fairly and reduce the incidence of fraudulent claims.
- B) We understand that your right to privacy must be taken into consideration. However, it is restricted in certain circumstances, including cases where the parties have a legal interest in the information. In terms of South African law, we may disclose and / or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

In terms of this policy

4. In terms of this policy

- A) You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest. It will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.
- B) You agree to waive your rights to privacy of any underwriting and claims information for any insurance policy or claim made by you or on your behalf.
- C) You consent to:
 - a) such information being used as set out above;
 - b) such information being given to any insurer or its agent; and
 - c) any underwriting information being verified against and shared with legally recognised sources or databases.

1.4 General Terms, Conditions & Provisions

General terms, conditions and provisions which are applicable to every section.

Adjustment of premium

1. Adjustment of premium

If the premium for any section of this policy has been calculated on any estimated figures, you shall, after the expiry of each period of 12 (twelve) consecutive months from the inception date or anniversary date, furnish us with such particulars and information as we 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.

Automatic inflation adjustment

2. Automatic inflationary adjustment

- A) We may increase the sums insured under the Houseowners, Householders and Fire sections, on the anniversary date of the policy, by a percentage that is reasonably in keeping with inflation, as indicated by the published Consumer Price Index.
- B) This does not relieve you of your responsibility to ensure that each of the sums insured represents the full replacement value of your property at all times.

Breach of conditions

3. Breach of conditions

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

Cancellation & continuation of cover

4. Cancellation & continuation of cover

A) Cancellation:

This policy or any section hereof may be cancelled:

- a) by you giving immediate written notice;
- b) by us giving you **31 (thirty-one) days'** written notice, which notice shall be forwarded to you by registered mail or email to your last known address.

On cancellation by you, we shall be entitled to retain the customary short period premium or minimum premium for the period the policy or section has been in force.

On cancellation by us, you shall be entitled to claim the *pro rata* proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to **General Condition 2.** above.

B) Continuation of Cover:

Premium is payable on or before the inception or renewal date, as the case may be. Subject to what is set out below, we shall not be obliged to accept premium tendered to us after the inception or renewal date, but we may do so upon such terms as we at our sole discretion may determine.

Annual policies:

- a) Where annual premium is payable by electronic funds transfer (EFT):
The full annual premium is due in advance on or before the first day of the commencement of each annual 12 (twelve) month period of insurance. If it is not received by us by the due date (or within any regulatory grace period which may apply), the insurance provided by this policy shall be deemed to have lapsed at midnight on the day immediately preceding the due date.
- b) Where annual premium is payable by debit order:
 1. We will process the debit order for the full annual premium on the first day of the commencement of each 12 (twelve) month period of insurance.
 2. Should the debit order fail, you will be required to pay the full outstanding premium via electronic funds transfer within 15 (fifteen) calendar days of such failed debit order, failing which, the insurance provided by this policy shall be deemed to have lapsed at midnight on the day immediately preceding such failed debit order.

Quarterly policies:

- c) Where quarterly policies are payable by debit order:
 1. We will process the debit order for the full quarterly premium on the first day of the commencement of each 3 (three) month period of insurance and thereafter on the first day of each subsequent 3 (three) month period.
 2. Should a debit order fail, you will be required to pay the full outstanding premium via electronic funds transfer within 15 (fifteen) calendar days of such failed debit order, failing which, the insurance provided by this policy shall be deemed to have lapsed at midnight on the day immediately preceding such failed debit order.

Monthly premiums:

- d) Where monthly premiums are payable by debit order:
 1. The due date for payment of monthly premium will be the first day of each month, or such later day as we may have consented to in writing.
In the event of any insurance premium being payable, with our written consent, later than the first day of each calendar month, such payment shall relate to the insurance period of the discrete calendar month in which such payment is made.
(Example: Your premium is due on the 1st of every month, but we have agreed to collect your debit order on the 10th of every month. The debit order collected on 10 January will therefore relate to insurance cover for the period 1 to 31 January.)
 2. Should a debit order fail, we will endeavour to process a double debit order in the following month.
 3. Should the double debit order fail, the insurance provided by this policy shall be deemed to have lapsed at midnight on the last day of the month immediately preceding the month in which the first failed debit order occurred, unless you can show that failure of such debit order was due to an error on the part of the bank or other paying agent. Interest:

C) Interest

- a) Without prejudice to our rights to cancel this policy or any other rights that we may have, we shall be entitled to charge interest on any premium payments not paid on the due date.

Changing your policy

- b) Such interest shall be levied at the rate published in the Prescribed Rate of Interest Act No. 55 of 1975 and shall be calculated from the date payment was due until the date of payment, both dates inclusive.

5. Changing your policy

- A) You may request us to change your policy or part thereof at any time, provided that the request is made in writing. Any change that we agree to in writing will apply from the time and date of our agreement.
- B) We may change the terms, conditions, exceptions and exclusions of this policy by giving you and / or your broker / intermediary **31 (thirty-one) days'** written notice.

Claims

6. Claims

A) Procedure when reporting a claim:

On the occurrence of any event which may result in a claim, you must at your own expense:

- a) immediately report to the police any incident involving theft or any other criminal act and take all practical, reasonable, necessary and timeous steps to discover the identity of the guilty party as well as to recover the property;
- b) submit to us full details of the event as soon as reasonably possible, but no later than **30 (thirty) days** after it has occurred, which may include you submitting (at our sole discretion):
 1. a fully completed and signed claim form;
 2. a copy of the accident report / case docket reference number and contact details of the police officer / police station;
 3. particulars of any other insurances which may be applicable;
 4. proof of value of insured property / quotation;
 5. particulars of any other claim which has or may be made against you;
 6. any other documentation which we may reasonably require.
- c) immediately inform us in writing if you become aware of any possible prosecution or legal proceedings or claim against you following an event. It is very important for you to notify us timeously if you think you were at fault and as such you believe a third party may bring a claim against you. This will enable us to timeously investigate the matter and secure appropriate evidence.

B) Settlement basis:

- a) In the event that you have a valid claim, we may at our sole discretion decide on one or more of the following ways to compensate you:
 1. paying for the reasonable and necessary cost of repairs to a repairer of our choice; or
 2. replacing / reinstating the item through a supplier of our choice; or
 3. in exceptional circumstances, payment in cash; or
 4. any combination of the above.
- b) You must not repair or replace an item or provide instructions / authorisation for the repair or replacement of an item, unless it has been approved and consented to by us. This provision in no way exempts you from your responsibility to take all reasonable and timeous steps to mitigate or prevent further loss or damage to any property.
- c) Before finalisation or settlement of any claim, you may be required to sign an Agreement of Loss or an Agreement of Settlement or a Release.

C) Assistance:

- a) You are required to render assistance and to supply us with all information and documentation we may reasonably require within **30 (thirty) days** of such request, during and after the claim process, if necessary.
- b) 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 shall render all assistance in the identification and physical recovery of such property if called on to do so by us, provided that your reasonable expenses in rendering such assistance shall be reimbursed by us. Should you fail to render assistance in terms of this condition when called upon to do so, you shall immediately become liable to repay to us all amounts paid in respect of the claim.

D) Your rights in the event of us rejecting your claim or in the event of you disputing the claim amount offered:

- a) If you wish to dispute the rejection of a claim or if you wish to dispute the amount determined by us to be payable in respect of any claim you may, within **90 (ninety) days** after the date of rejection of the claim or the date that the claim amount was communicated to you in writing, appeal the decision internally by making written representations to complaints@safireinsurance.com ("**Internal Appeal**"). We will then notify you in writing of the outcome of the Internal Appeal within **45 (forty-five) days** of receipt thereof.
- b) If you are not satisfied with the outcome of the Internal Appeal you may, within **180 (one hundred and eighty) days** of us advising you of the outcome thereof, escalate the dispute to the **Ombudsman for Short Term Insurance (OSTI)**.
- c) If you **have not pursued** either an Internal Appeal or a complaint with the OSTI, you must institute any formal legal proceedings against us within **180 (one hundred and eighty) days** of us notifying you in writing of the rejection of your claim or us notifying you of the claim amount;
- d) If you have pursued an Internal Appeal and/or lodged a complaint with the OSTI, as the case may be, and you are not satisfied with the outcome of either of these processes and you wish to pursue formal legal proceedings against us in Court, you **must** comply with the following:
 1. If you have pursued the Internal Appeal and have not lodged a complaint with the OSTI, you must institute any formal legal proceedings against us within **180 (one hundred and eighty) days** of us notifying you in writing of the outcome of the Internal Appeal;
 2. If you have pursued the Internal Appeal and have lodged a complaint with the OSTI, you must institute such formal legal proceedings against us within **180 (one hundred and eighty) days** of the last happening of either:
 - us notifying you in writing of the outcome of the Internal Appeal; or
 - the OSTI notifying you in writing of the outcome of your complaint.
- e) If you do not institute any formal legal proceedings against us within the periods as stated paragraphs (c) and (d) above, you will be time-barred from instituting any such legal proceedings against us arising from or in connection with such dispute and your rights in this regard under the policy will automatically be forfeited.

E) Limitation of claims liability period:

- a) This policy will not cover any claim made by you (other than a claim under the Business Interruption, Fidelity, Stated Benefits, or Group Personal Accident section or the personal accident (assault) extension under the Money section, if applicable) after **180 (one hundred and eighty) days** (or such other period as we may allow and have communicated to you in writing) from the date of the occurrence of any event giving rise to a claim.
- b) This limitation will not apply if the claim relates to formal legal action / application proceedings instituted against you by a third party for indemnity for amounts which you may become legally liable to pay as a result of death, bodily injury, illness, loss or damage suffered by such third party.

Claims preparation costs

7. Claims preparation costs

- A) 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 us in terms of **General Condition 6** above, or to substantiate the amount of any claim.
- B) Indemnity under this extension is subject to the proviso that such claim is payable in terms of this policy.
- C) Our liability for such costs in respect of any one claim shall not exceed, in respect of a particular section, the sum of:
 - the amount stated in **Addendum B** or the limit of indemnity of the item affected, whichever is the lesser amount; and
 - any amount stated in the schedule to each section against an item for additional claims preparations costs.
- D) Cover is not provided for fees paid to public adjusters.

Collective insurances

8. Collective insurances

If this insurance is a collective insurance then the following amendment is made to **General Condition 6. A) c)** above:

'give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of claim or any communication, writ,

summons or other legal process issued or commenced against you in connection with the event giving rise to the claim';

and **General Condition 20**, below is substituted by the following:

'On the occurrence of any event in respect of which a claim is made under this policy and without admitting any liability and without diminishing any of our rights in terms of this policy:

- A) The leading insurer (including every person duly authorised by them) may:
 - a) enter any building or premises where the event took place; and
 - b) take possession of any damaged property insured under this policy; or
 - c) have any damaged property insured under this policy delivered to us;
 so that we can investigate the claim in a reasonable and appropriate manner.
- B) This condition shall be evidence of your acceptance and permission of the lead insurer on behalf of all insurers to do so.
- C) You may not abandon any property to insurers, whether the lead insurer has taken possession thereof or not. Any possession of any property by insurers does not constitute an admission of liability or that insurers accept liability for a claim submitted by you.
- D) You shall, at the expense of insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which insurers shall be, or would become, subrogated upon your indemnification whether such things shall be required before or after such indemnification.
- E) You are required to provide insurers with assistance to:
 - a) take action against any other party who may be liable therefor, in order to recover any compensation which insurers may have provided to you;
 - b) identify and recover any items that have been lost or stolen and subsequently found or recovered. Insurers shall compensate you for the reasonable expenses which you incur in this regard.
- F) If you, or anyone acting on your behalf, do not assist insurers as required in clause E) above, or hinders, interferes with or obstructs the action insurers intend taking, or are taking against another party, then all benefit under this policy will be forfeited.
- G) The leading insurer (including every person duly authorised by them) may take over and conduct in your name the defence, recovery or settlement of any claim for their and / or your benefit, and shall have full discretion in the conducting of any proceedings and / or settlement of any claim. This provision shall in no way be construed as an obligation for insurers to defend, recover or settle any claim on their and / or your behalf, unless otherwise stated in the policy.
- H) You may not admit liability or make an offer or promise for payment (in whole or in part), or accept any offer or promise for payment (in whole or in part) to / from other parties in respect of or as compensation for any event that may give rise to a claim under this policy without the written consent of the leading insurer.
- I) In respect of any section of this policy under which an indemnity is provided for liability to third parties, insurers may, upon the occurrence of any event, pay 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 the insurers shall thereafter not be under further liability in respect of such event.

Compliance

9. Compliance with the policy

- A) We shall only indemnify you and provide compensation in accordance with this policy if:
 - a) you comply with all the terms and conditions of this policy, including any and all endorsements issued thereunder; and
 - b) the statements, answers and declaration provided in the proposal form or any other representations made to us, were truthful and comprehensive.

Currency

10. Currency

Any premium payable to and any claim payable by us will be paid in the official currency of the Republic of South Africa.

First amount payable

11. First amount payable

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

Holding covered

12. Holding covered

If we are holding covered on a risk, we will not reject a claim on the basis that the premium has not been agreed.

Interest in the policy

13. Interest in the policy

- A) Unless otherwise agreed to by us by way of an endorsement, this policy does not grant any person (other than you) any rights or a right to claim against us.
- B) Any extension providing indemnity to any person other than you shall not give any rights of claim to such person, the intention being that you shall claim on behalf of such person. Your receipt shall in every case be a full discharge by us.
- C) You may not cede or assign your rights or obligations in terms of this policy to another person.
- D) Unless otherwise provided for upon your death or by operation of law, we shall not be bound by any transfer of your interest, rights or entitlements in terms of this policy to any other party.

Jurisdiction

14. Jurisdiction

Unless specifically otherwise provided for in any of the sections, this policy is subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

Liability under more than 1 (one) section

15. Liability under more than 1 (one) section

We shall not be liable under more than 1 (one) section of this policy in respect of liability, loss or damage arising from the same occurrence in respect of the same liability, loss or damage.

Material information

16. Material information which we require

- A) You are obliged, both prior to inception of cover as well as at any stage subsequent to the inception or renewal of this policy, to:
 - a) provide us with all material information, regardless of whether this has been specifically requested or not, to enable us to properly assess the risk;
 - b) inform us immediately if any information that we have been provided with by you, and about you and the insured items, is incorrect or incomplete; and
 - c) inform us immediately if any of the information we have recorded about you or the insured items as stipulated in the schedule, has changed;
 - d) inform us immediately of any material change which may in any way affect the risk or manner in which such risk may be underwritten by us;
 - e) inform us immediately of any material detrimental change in your financial position. This includes, but is not limited to, you consulting with debt councillors, business rescue practitioners, liquidators or sequestrators; you being placed under debt review or business rescue, being sequestrated (whether provisionally or finally), or being liquidated (whether provisionally or finally).
- B) You agree to provide any additional information we may require at any stage subsequent to the inception or renewal of this policy.
- C) If there has been a material change in the risk, or in your financial position, the particular item, section or sub-section of the policy, or the policy in its entirety (as the case may be), affected by such material change, at our sole discretion:
 - a) shall be rendered voidable; or
 - b) may be cancelled with immediate effect by us.

Meaning of words

17. Meaning of words

- A) The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.
- B) In the event of there being any conflict between the English and Afrikaans policy wordings, the provisions of the English policy will take precedence.

Members

18. Members

Wherever the word 'director' is used it is deemed to include 'member' if an entity is a close corporation.

Other insurances

19. Other insurances

- A) If at the time of any event in respect of which a claim is made under this policy, there is other insurance held by you or on your behalf which provides cover for the event, we shall only pay our rateable proportion of any sum payable.
- B) If the other insurance is subject to any condition of Average, this policy (if not already subject to condition of Average) will be subject to Average in a like manner.
- C) If the other insurance covers any of the events insured by this policy but is subject to any provision whereby it is excluded from ranking concurrently with this policy (either in whole or in part or from contributing to the loss or damage or liability), we shall not pay more than our rateable proportion of any loss or damage as the sum insured bears to the value of the property, or more than our rateable proportion of any liability.

Our rights after an event

20. Our rights after an event

On the occurrence of any event in respect of which a claim is made under this policy and without admitting any liability and without diminishing any of our rights in terms of this policy:

- A) We (including every person duly authorised by us) may:
 - a) enter any building or premises where the event took place; and
 - b) take possession of any damaged property insured under this policy; or
 - c) have any damaged property insured under this policy delivered to us;
 so that we can investigate the claim in a reasonable and appropriate manner. This condition shall be evidence of your acceptance and permission to us to do so.
- B) You may not abandon any property to us, whether we have taken possession thereof or not. Any possession of any property by us does not constitute an admission of liability or that we accept liability for a claim submitted by you.
- C) You shall, at our expense, do and permit to be done all such things as may be necessary or reasonably required by us for the purpose of enforcing any rights to which we shall be, or would become, subrogated upon your indemnification, whether such things shall be required before or after such indemnification.
- D) You are required to provide us with assistance to:
 - a) take action against any other party who may be liable therefor, in order to recover any compensation which we may have provided to you;
 - b) identify and recover any items that have been lost or stolen and subsequently found or recovered. We shall compensate you for the reasonable expenses you may incur in this regard.
- E) If you, or anyone acting on your behalf, do not assist us as required in clause D) above, or hinders, interferes with or obstructs the action we intend taking, or are taking against another party, then all benefit under this policy will be forfeited.
- F) We may take over and conduct in your name the defence, recovery or settlement of any claim for our and / or your benefit, and shall have full discretion in the conducting of any proceedings and / or settlement of any claim. This provision shall in no way be construed as an obligation for us to defend, recover or settle any claim on our and / or your behalf, unless otherwise stated in the policy.
- G) You may not admit liability or make an offer or promise for payment (in whole or in part), or accept any offer or promise for payment (in whole or in part) to / from other parties in respect of or as compensation for any event that may give rise to a claim under this policy without our written consent.
- H) In respect of any section of this policy under which an indemnity is provided for liability to third parties, we may, upon the occurrence of any event, pay 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 we shall thereafter not be under further liability in respect of such event.

Payments on account

21. Payments on account

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

Prevention of loss

22. Prevention / minimisation of loss or damage

- A) You must take all reasonable care, necessary precautions and timeous steps to prevent or reduce loss, damage, injury, illness or liability.
- B) This obligation includes, but is not limited to, you complying with any laws and regulations which are applicable and material to the risks under this policy, regardless of whether these laws are in force at the date that this policy is issued, or whether they come into force thereafter. Your failure to comply with any such applicable laws and regulations shall entitle us to reject any claim, in instances where such failure is material to the claim.
- C) We shall not be liable for any claim arising out of the deliberate, conscious or intentional disregard by you or your employees of the need to take all reasonable steps to prevent a claim.
- D) We shall not be liable for any claim for loss or damage arising under circumstances where there is gross negligence or recklessness on your part.

Reinstatement

23. Reinstatement of cover after loss

- A) In consideration of sums insured not being reduced where appropriate by the amount of any loss, you shall pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.
- B) This condition does not apply to stock on a declaration basis nor to any section where it is stated not to be applicable.

Schedule sums insured blank

24. Schedule sums insured blank

- A) If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is:
 - a) left blank or has no monetary amount stipulated against it; or
 - b) reflected as nil or not applicable or not covered or no indemnity extended;
 then the defined event or circumstance shown in the schedule is not insured by the policy.

Security firms

25. Security firms

- A) If an employee of a security firm employed by you under a contract causes loss or damage, we agree, if in terms of the said contract you may not claim against the said security firm, not to exercise our rights of recourse against the said security firm.
- B) We shall not raise as a defence to any valid claim submitted under any section or sub-section of this policy that our rights have been prejudiced by the terms of any contract entered into between yourself and any security provider relating to the protection of your property.

Terms & conditions per section

26. Terms and conditions per section

There are also terms, conditions and exclusions which are applicable to specific sections in this policy and you should ensure that you understand all the relevant sections contained herein.

VAT

27. Value Added Tax

- A) All insured values, limits of liability, excesses and annual aggregate deductibles include Value Added Tax (VAT) at the prescribed rate.
- B) This policy does not indemnify you for any VAT that may become payable by you in terms of section 8(8) of the Value Added Tax Act no. 89 of 1991, as amended.

1.5 General Exclusions

You are not covered for the following general exclusions, unless specifically provided for in the various sections of this policy.

Burden of proof	If we allege, by reason of General Exclusions 1 to 19 listed below, that loss or damage is not covered by this policy, you will bear the burden of proving the contrary.
Asbestos	<p>1. Asbestos</p> <p>Legal liability or loss or damage or cost or expense whatsoever or any consequential loss, which was caused (directly or indirectly) by or in any way involving or resulting from or in consequence of or to the extent contributed to, asbestos or any material containing asbestos in any form or quantity, is excluded.</p>
Biological or chemical materials	<p>2. Biological or chemical materials</p> <p>This insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials, regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p>
Communicable diseases	<p>3. Communicable diseases</p> <p>A) We shall not be liable for any claim arising from any loss, damage, liability, expense, compensation, fines, penalty or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following (including, but not limited to, any fear or threat thereof, whether actual or perceived):</p> <ul style="list-style-type: none"> a) any infectious disease, contagious disease, communicable disease, virus, bacterium, parasite or other micro-organism (whether asymptomatic or not or deemed living or not); or b) Coronavirus, including any mutation or variation thereof; or c) pandemic or epidemic, as declared by the World Health Organisation or any governmental authority. <p>B) Such exclusion shall apply regardless of any other cause contributing (whether in whole or in part) concurrently or in sequence to such loss, damage, liability, expense, compensation, fine, penalty, or any other amount.</p>
Contractual liability	<p>4. Contractual liability / liability by agreement</p> <p>We shall not be liable for any claim arising from contractual liability or liability assumed by agreement, unless such liability would have attached to you notwithstanding such contractual agreement.</p>
Consequential loss	<p>5. Consequential loss</p> <p>We do not cover consequential loss from any cause whatsoever.</p>
Cyber, data and computing equipment	<p>6. Cyber, data and computing equipment</p> <p>A) We shall not indemnify you for any loss, damage, legal liability, claim, fine, penalty, cost or expense of whatsoever nature arising directly or indirectly out of, or in connection with, or contributed to by, or results from any:</p> <ul style="list-style-type: none"> a) unauthorised, malicious or criminal act or series of acts, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer, software, hardware, communications system, electronic device, server, cloud or microcontroller, including any associated input, output, data storage device, networking equipment or backup facility; b) cybercrime, including cyber fraud, cyber forgery, cyber extortion and cyber theft of incorporeal property; c) malicious data messages or software, including viruses, worms, trojans, time or logic bombs, ransomware and malware, or any other similar corruptive, destructive or harmful media, program, source, code or instruction; d) unauthorised and intentional access to or use of data or any computer program, computer data storage medium, computer system or electronic device; e) unauthorised and intentional acquisition of data; f) unauthorised interception of or interference with data, or any computer program, computer data storage medium, computer system or electronic device.

- B) We shall furthermore not indemnify you for any loss, damage, legal liability, claim, fine, penalty, cost or expense of whatsoever nature arising directly or indirectly out of, or in connection with, or contributed to by, or results from any total or partial incapacity, unavailability or failure of any computer program, computer data storage medium, computer system or electronic device or access, use or operation of the aforementioned:
- a) to treat any date as the correct date or true calendar date, or to correctly or appropriately 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
 - b) to capture, save, retain or process any information or code as a result of the operation of any command which has been programmed into any computer data storage medium, computer system or electronic device, being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data in regard to or in connection with any such data; or
 - c) to capture, save, retain or process any information / code due to program errors, incorrect entry or inadvertent cancellation or corruption of data and / or programs; or
 - d) to capture, save, retain or process any data as a result of the events listed in A) above.

Deliberate acts

7. Deliberate acts or collusion

We do not cover loss or damage deliberately caused by you or any person colluding with you or following the dishonesty of any of your principals, partners, directors or employees, whether acting alone or in collusion with others.

Detention

8. Detention or confiscation

We do not cover loss, damage, costs or expenses (directly or indirectly) arising from detention, confiscation, forfeiture, impounding, destruction or requisition legally carried out by Customs, the South African Police Services, crime prevention units or other officials or authorities.

Failure of the electricity grid

9. Failure of the electricity grid

- A) Notwithstanding any provision to the contrary in this policy or any endorsement thereto, the insurance provided by this policy does not cover any loss, damage, legal liability, cost or expense of whatsoever nature, including any consequential loss or damage in terms of any section of this policy, directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with any failure of the electricity grid.
- B) Failure of the electricity grid means a total or partial interruption to, interference with, suspension, blackout, and/or failure of the electricity supply, in any manner for any reason and from any source (including damage and any inability and/or failure on the part of the supplier) which affects the entire Republic of South Africa or any of its provinces or municipalities (including local, district, regional or any other level created by law) at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of the electricity supply.

Fraudulent statements

10. Fraudulent statements, dishonesty or wilful acts

- A) You will forfeit all benefit under this policy if you, or anyone acting on your behalf:
 - a) submit a fraudulent claim; or
 - b) submit any information / documents / statements relating to a claim that is / are fraudulent / false / exaggerated; or
 - c) deliberately / wilfully / intentionally commit a fraudulent act that is in any manner connected to or associated with a claim; or
 - d) deliberately / wilfully / intentionally exaggerate the value of a claim; or
 - e) deliberately / wilfully / intentionally withhold information or documents relating to the claim.

Misrepresentation, misdescription and non-disclosure

11. Misrepresentation, misdescription and non-disclosure

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

Nuclear

12. Nuclear material and radioactivity

- A) This policy does not cover loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever arising therefrom or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from:
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel or from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - d) any electromagnetic weapon.
- B) Such exclusion shall apply regardless of any other cause contributing (whether in whole or in part) concurrently or in sequence to such loss, destruction, damage, expense, consequential loss or legal liability.

Pollution & contamination

13. Pollution and contamination

- A) We do not cover any loss or damage due to:
 - a) contamination, pollution, seepage;
 - b) soot, deposition, impairment by dust;
 - c) chemical precipitation;
 - d) poisoning;
 - e) impurity; or
 - f) any limitation or prevention of the use of objects because of hazards to health.
- B) In addition, we do not cover the cost of removing, nullifying or cleaning-up substances which are seeping, polluting, or contaminating.
- C) If an insured peril arises directly from pollution and / or contamination, any loss or damage arising directly from the peril shall be covered.

Punitive damages

14. Punitive damages

We do not cover fines, penalties, punitive, exemplary or vindictive damages that you are held liable for.

Scams or fraud

15. Scams or fraud

We do not cover loss or damage arising from scams, fraud, theft by false pretences or any other arrangement where you voluntarily hand over your property to a third party with the intention of selling such property.

War, riot and terrorism

16. War, riot and terrorism

We do not cover loss of or damage to property, death or bodily injury, and / or liability to third parties directly or indirectly caused by, related to, or in consequence of riots, wars, political acts, public disorder, terrorism, or any attempted acts of this kind, including:

- A) Civil commotion / unrest, labour disturbance, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of these events.
- B) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), or civil war.
- C) Mutiny, military uprising 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, insurrection, rebellion or revolution.
- D) Any act or any attempt thereat (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
- E) Any act or any attempt thereat which is calculated or directed to bring about loss or damage 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.
- F) Any attempt to perform any act referred to in D) or E) above.

- G) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of clauses A) to F) above.
- H) 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 General Exclusion 16.H) 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, committed for political, religious, personal or ideological reasons for any purpose 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.
- I) Loss or damage caused directly or indirectly by, or through, or in consequence of any event for which a fund has been established in terms of the War Damage Insurance and Compensation Act (Act No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

Other

17. Other (including wear and tear, gradual deterioration)

- A) Unless specifically provided for in any section of this policy, we do not cover loss or damage as a result of or caused by:
- any data or telecommunication equipment or apparatus;
 - any gradually operating cause;
 - any process involving the use of water;
 - any process of dyeing, cleaning, repairing, renovating or restoring;
 - depreciation;
 - derangement of your property unless following an accident or misfortune not otherwise excluded;
 - faulty design and workmanship;
 - inherent vice, flaws or defects in the specification, construction or material;
 - gradual deterioration;
 - lack of maintenance;
 - mechanical / electrical / electronic failures and breakdowns;
 - moths, insects, termites, vermin (including rodents), larvae;
 - rust, mildew, damp, corrosion and decay;
 - scratching, chewing, tearing and fouling by domestic pets;
 - scratching, denting, chipping or cracking which does not affect the operation of any item;
 - the action of light or atmospheric conditions;
 - wear and tear;
 - weeds or roots.
- B) Notwithstanding the provisions of exclusion I) and n) above, we will cover loss or damage caused by vermin or domestic pets to vehicles specified and comprehensively insured under the Motor section of this policy.
- C) Exclusion n) above does not apply to items specified under the Personal All Risks section.

Sexual assault and molestation

18. Sexual assault and molestation

- A) We do not cover any loss and / or damage whatsoever for which you are held liable arising from, as a result of or in any way being attributed to, any form of sexual assault, abuse or molestation of any person(s), by an employee, representative, agent or any other individual.
- B) In addition, we do not cover any legal defence costs necessary or incurred in the defence of any claim brought against you in which sexual assault, abuse or molestation form the basis (in full or in part) of the loss and / or damage claimed against you.

Flooding of the Vaal or Orange rivers

19. Flooding of the Vaal or Orange (Gariep) rivers

Unless specifically provided for in your schedule of insurance, we shall not be liable for loss or damage of whatsoever nature caused by or resulting from flood due to the Vaal or Orange (Gariep) rivers overflowing their riverbanks.



02. STELLAR DOMESTIC (S-)

Pages 17 to 48 below detail the cover that relates to the non-motor Stellar domestic sections of this policy.

Sections

The sections are easily identified by the 'S' prefix, as follows:

S01: Houseowners

S02: Householders

S03: Personal all risks

S04: Personal accident

S05: Pleasure craft

Note

To avoid duplication of the wording, the cover relating to S04 above is available under section F17 Group personal accident.

SECTION S01. HOUSEOWNERS

S1.1 Houseowners Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and any member of their family normally residing with him / her (including children who are financially dependent on him / her). Referred to as 'you' / 'your'.
Buildings	The buildings and / or the outbuildings at the premises (i.e. risk address shown in the schedule). Unless otherwise stated in the schedule, the buildings must be constructed of brick, stone or concrete with a slate, tiled, metal, concrete or asbestos roof, and includes: <ul style="list-style-type: none"> o all fixtures and fittings; o driveways and patios; o tennis courts; o spa baths, sauna rooms and swimming pools; o spa, sauna and swimming pool machinery (other than automatic pool cleaners); o borehole equipment; o septic or conservatory tanks; o walls, gates and fences (other than hedges); all situated on the premises.
Safire Assist	The official Safire Assist emergency number is 0861 723 473 (0861 SAFIRE) . If you require home assistance following an emergency, please contact this number in order to arrange the relevant emergency assistance. (Refer to our Safire Assist wording for more details, terms and conditions).
Fixed machinery	Machinery used for domestic purposes and permanently affixed to the insured buildings or on the premises. (e.g. pumps, gate motors, garage door motors, built-in aircon units, burglar alarms, motorised blinds)
Malicious damage	Loss or damage directly caused 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, excluding: <ul style="list-style-type: none"> o Loss or damage caused by or arising from theft or any attempted theft; o Consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured; o Loss or damage resulting from total or partial cessation of any process or operation; o Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; o Loss or damage related to or caused by any occurrence referred to in General Exclusion 166. War, riot and terrorism, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence. If we allege that by reason of the above, loss or damage is not covered, you will bear the burden of proving the contrary.
Premises	The land on which your buildings are situated.
Retaining wall	A wall/structure that splits 2 (two) sections of land that have different ground levels and that retains the soil in the upper level, thereby preventing it from sliding or collapsing onto the lower level.
Subsidence, landslip and heave	<ol style="list-style-type: none"> 1. Subsidence: sinking, i.e. the downward movement of soil / land supporting the buildings. 2. Landslip: movement of ground down a slope. 3. Heave: the upward movement of soil / land supporting the buildings.

Tenant

Someone, other than you, who is allowed to occupy your buildings in terms of a verbal or written contract in excess of 30 (thirty) consecutive days, but does not include a paying short-term guest, boarder or lodger who occupies the buildings for less than 30 (thirty) consecutive days.

S1.2 Houseowners Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance

It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.

Average

If, at the time of loss or damage, the cost of replacing the property is greater than the collective sum insured, including the costs of demolition, professional fees and public authority requirements, you will be responsible for the difference and will bear a rateable proportion of the loss or damage accordingly. If more than 1 (one) item is insured under this section, each item is separately subject to this clause.

S1.3 Houseowners Excess

The amount payable by you.

Excess

Our compensation is limited to the amount stated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

S1.4 Houseowners Cover

You are covered for loss or damage to the buildings caused by the following insured events originating or occurring at the premises.

Insured events

1. Insured events

- A) Fire, lightning and explosion.
- B) Storm, wind, water, flood, hail or snow, excluding loss of or damage to retaining walls.
- C) Earthquake.
- D) Bursting or overflowing of geysers, water tanks, equipment, apparatus and pipes, including damage to such geysers, water tanks, equipment, apparatus and pipes.
- E) Accidental impact to the exterior portion of the buildings caused by falling trees or branches, vehicles, animals, aircraft and other aerial devices or anything that falls from them.
- F) Theft or any attempted theft, provided that theft or attempted theft from:
 - a) unattended buildings; or
 - b) buildings in the charge of house-sitters; or
 - c) buildings lent or sublet by you; or
 - d) buildings in the course of construction, alteration, renovation, cleaning or repair
 is accompanied by visible, forcible and violent entry into or exit from the buildings or following violence or threat of violence. The requirement for visible, forcible and violent entry into or exit from the buildings is waived in respect of theft or attempted theft of external fixtures and fittings permanently attached to such insured buildings.
- G) Accidental leakage of oil, fuel or lubricant from a fixed oil, fuel or lubricant container or fixed oil-fired heating or associated apparatus.
- H) Malicious damage (as defined).

S1.5 Houseowners Extensions

In addition to the sums insured, you are also automatically covered for the following extensions.

<p>Accidental breakage of glass & sanitary ware</p>	<p>1. Accidental breakage of glass and sanitary ware</p> <p>A) We shall compensate you for accidental breakage of sanitary ware (including sinks, baths and toilets), fixed glass (including mirrors and glass in solar heaters and stoves) forming part of the buildings, provided these items are in / on the buildings and your buildings are attended.</p> <p>B) We do not cover damage due to chipping, scratching, discolouration or cracking resulting from deterioration or disfiguration.</p>
<p>Accidental damage to building(s)</p>	<p>2. Accidental damage to building(s) and fixed machinery</p> <p>A) We shall compensate you for accidental damage to your:</p> <p>a) insured buildings on the premises; and</p> <p>b) fixed machinery.</p> <p>B) Cover is limited to the amount stated in Addendum B or such higher limit as agreed and stated in the schedule and for which additional premium has been paid.</p>
<p>Accidental damage to gardens</p>	<p>3. Accidental damage to gardens</p> <p>A) We shall compensate you for accidental damage to gardens at the insured premises (including damage to trees, shrubs, plants, garden ornaments and sprinkler irrigation systems) caused by:</p> <p>a) fire / explosion; or</p> <p>b) any person responding to a fire at your residence; or</p> <p>c) impact by aircraft or vehicles.</p> <p>B) This cover is limited to the amount stated in Addendum B.</p>
<p>Accidental damage to public supply</p>	<p>4. Accidental damage to public supply or mains connection</p> <p>We shall compensate you for accidental damage to water, sewerage, gas, oil, electrical, telephone connections or other underground pipes between the public supply or mains and your building, provided that the connection is either on your property or your legal responsibility.</p>
<p>Alternative accommodation</p>	<p>5. Alternative accommodation</p> <p>A) Should the insured building(s) be damaged by an insured event to the extent that they become uninhabitable, we shall compensate you for the reasonable cost of alternative accommodation, provided that we have in advance agreed to such costs in writing.</p> <p>B) Cover is limited to:</p> <p>a) the period reasonably needed to again make such building(s) inhabitable, with a maximum period of 12 (twelve) months; and</p> <p>b) in any event, to the amount stated in Addendum B or such higher amount stated in the schedule and for which additional premium has been paid.</p> <p>c) This extension excludes costs that are recoverable under any other policy of insurance.</p>
<p>Capital additions</p>	<p>6. Capital additions</p> <p>A) We shall compensate you for the value of alterations, additions and improvements to the buildings, but not appreciation in value in excess of the sum insured.</p> <p>B) Compensation is limited to the percentage stated in Addendum B, provided that you advise us in writing as soon as possible of these alterations, additions and improvements and pay an appropriate additional premium.</p>

Cost of demolition & professional fees

7. Costs of demolition and professional fees

- A) After a loss or damage caused by an insured event, we shall compensate you for the costs reasonably and necessarily incurred by you and with our written consent:
 - a) in respect of architects', surveyors', engineers' and any other related fees; and
 - b) in respect of demolishing the building, removing the debris from the site and / or erecting hoardings required for the building operations; and
 - c) in accordance with applicable building statutes and regulations or ordinance of any municipal or other local authority.
- B) Our liability for the cumulative amounts under A) above will not exceed the percentage stated in **Addendum B.**

Fire brigade charges

8. Fire brigade charges

We shall compensate you for the reasonable costs charged by any municipal or local authority for extinguishing a fire on the premises.

Locks and keys

9. Locks and keys

- A) We shall compensate you for the reasonable and necessary costs and expenses incurred as a direct consequence of the loss or damage to any keys to the buildings, including costs of modifying or replacing locks and remote controls.
- B) The compensation provided shall not exceed the amount stated in **Addendum B.**

Loss of rent

10. Loss of rent

- A) We shall compensate you for rent payable to you and actually lost following damage to the insured buildings caused by any of the insured events.
- B) This only applies for the period reasonably required to place the building(s) in a tenable condition and cover is limited to the percentage stated in **Addendum B.**

Loss of water

11. Loss of water by leaking

- A) We shall compensate you for costs for which you are responsible, of water lost from leaking pipes in the buildings or on the premises, provided:
 - a) the water meter reading exceeds the average of the previous 4 (four) readings by at least 50% (fifty percent);
 - b) as soon as you become aware of the leak, you immediately take steps to repair the pipes at your own cost.
- B) Cover is limited to the amount stated in **Addendum B.**
- C) Notwithstanding the above, we shall not compensate you for water lost from:
 - a) leaking taps, geysers or toilets;
 - b) swimming pools or leaks in their inlet or outlet pipes;
 - c) leaks that occur when the buildings are not attended for more than 30 (thirty) consecutive days.

Monkeys or baboons

12. Monkeys or baboons

- A) We shall compensate you for loss or damage to the insured buildings caused by wild monkeys or baboons.
- B) Cover is limited to the amount stated in **Addendum B.**

Power surge

13. Power surge

- A) We shall compensate you for loss or damage to electrical fixtures and fittings of any insured buildings caused by power surge.
- B) Our liability shall be limited to the amount stated in **Addendum B**, or such higher limit as agreed and stated in the schedule and for which additional premium has been paid.

Protection of buildings

14. Protection of buildings against further damage

- A) We shall compensate you for the costs reasonably and necessarily incurred for the temporary protection of the buildings following loss or damage caused by any of the insured events.
- B) Our liability in terms hereof will not exceed the amount stated in **Addendum B**, unless approved by us in writing.

Removal of fallen trees

15. Removal of fallen trees

- A) We shall pay for the reasonable and necessary costs to remove fallen trees or parts of fallen trees, including the remaining portion of such trees, from the premises. Please note that written consent must first be obtained from us.
- B) Cover is limited to the amount stated in **Addendum B**.

Subsidence and landslip (limited cover)

16. Subsidence and landslip – limited cover

- A) We cover loss, destruction of or damage to the buildings by subsidence and landslip resulting from the ground supporting such buildings being washed away by flowing surface water as a direct consequence of storm, flood, hail or snow.
- B) We shall not be liable for:
 - a) destruction or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time;
 - b) loss, destruction or damage to swimming pools, tennis courts, sauna and spa rooms / baths, gates, gate posts, boundary walls, retaining walls, garden walls, hedges, fences, driveways, paths, patios, terraces, septic or conservancy tanks, drains and water courses, unless the buildings are damaged by the same cause at the same time;
 - c) work necessary to prevent further loss, destruction or damage due to subsidence, landslip except where appropriate design precautions were implemented during the original construction of the buildings and any subsequent additions thereto;
 - d) consequential loss of any kind whatsoever, except loss of rent as specifically insured under this section.
 - e) loss or damage which is related to or caused by:
 1. faulty design or construction of any building situated at the insured premises; or
 2. the removal or weakening of support to any building situated at the insured premises;
 3. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 4. excavation on or under land;
 5. the compaction of infill;
 6. normal settlement, shrinkage or expansion of the building.
- C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you will bear the burden of proving the contrary.

Waiver of excess

17. Waiver of the excess if you are older than 55 years

- A) The basic first amount payable for each and every claim paid in terms of this section, following an insured event at your primary residence, is hereby deleted, subject to the policyholder named in the schedule at the time of the occurrence being **55 (fifty five) years** of age or older.
- B) This waiver is not extended to claims that result from lightning or power surge.

Wheelchair friendly alterations

18. Wheelchair friendly alterations due to physical injury

- A) If you sustain a permanent physical disability, caused by a sudden and unforeseen accident, which results in you having to rely on a wheelchair to get around, we will contribute towards the fair and reasonable costs necessary to make changes to your primary residence, provided that the building is insured in terms of this section.
- B) Our liability is limited to the amount stated in **Addendum B**.

S1.6 Houseowners Optional Extensions

You will only be entitled to this optional extension if stated in your schedule, and for which additional premium has been paid.

Retaining walls

1. Retaining walls

- A) We cover loss of or damage to retaining walls caused by storm, wind, water or flood.
- B) Cover is provided on condition that:
 - a) the retaining wall has been designed by a suitably qualified structural engineer and that it has been constructed in accordance with such design; and
 - b) you provide a stability report from a suitably qualified engineer prior to inception of cover, and then every 36 (thirty six) months thereafter at the relevant renewal date.
- C) We shall not be liable for loss or damage caused by:
 - a) the build-up of water / sewage due to a leak in water or sewage pipes;
 - b) freezing and thawing;
 - c) soil saturation and weight of water;
 - d) burrowing animals; and
 - e) subsidence and landslip.

Subsidence, landslip or heave (full cover)

2. Subsidence, landslip or heave – full cover

Extension S1.5.15 above is replaced by:

- A) We cover loss, destruction of or damage to the buildings caused by subsidence or heave of the land supporting the buildings or landslip.
- B) We shall not be liable for:
 - a) destruction or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the private dwelling or outbuildings thereto are damaged by the same cause at the same time;
 - b) loss, destruction or damage to swimming pools, tennis courts, sauna and spa rooms / baths, gates, gate posts, boundary walls, retaining walls, garden walls, hedges, fences, driveways, paths, patios, terraces, septic or conservancy tanks, drains and water courses, unless the private dwelling or outbuildings thereto are damaged by the same cause at the same time;
 - c) work necessary to prevent further loss, destruction or damage due to subsidence, landslip except where appropriate design precautions were implemented during the original construction of the buildings and any subsequent additions thereto;
 - d) consequential loss of any kind whatsoever, except loss of rent as specifically insured under this section;
 - e) loss or damage which is related to or caused by:
 - 1. faulty design or construction of any building situated at the insured premises; or
 - 2. the removal or weakening of support to any building situated at the insured premises;
 - 3. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 - 4. excavation on or under land other than excavations in the course of mining operations;
 - 5. the compaction of infill;
 - 6. normal settlement, shrinkage or expansion of the buildings.
- C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you will bear the burden of proving the contrary.

Waiver of excess

3. Waiver of the excess (basic first amount payable)

If selected, this optional extension replaces extension **S1.5.17** above.

- A) The basic first amount payable in respect of buildings insured in terms of this section is hereby deleted.
- B) This waiver is not extended to claims that result from lightning or power surge.

S1.7 Houseowners Conditions

The specific conditions applicable to this section.

Automatic reinstatement

1. Automatic reinstatement of the sum insured

- A) In order to maintain the sum insured at the amount shown in the schedule, you must pay an additional premium as determined by us on the amount of the loss or damage from the date of its occurrence to the expiry of your period of insurance.
- B) In the event of your policy being a monthly policy, the expiry of your period of insurance will be deemed to be the annual renewal date of the policy for the purpose of calculating the reinstatement premium.
- C) We may charge you the reinstatement premium, at our sole discretion, by either a premium endorsement to your policy, or by deducting the premium from the claim settlement amount.

Beach cottage

2. Beach / holiday cottage, or residence regularly unattended

If the beach / weekend / holiday home, or any similar residence, is unattended, loss or damage by theft must be accompanied by visible, forcible and violent entry into or exit from the building.

Construction risk

3. Construction risk

- A) Whilst the building is in the course of structural alteration and / or renovation and until final completion and hand over by the contractor to you, we shall only be liable for loss or damage caused by or resulting from:
 - a) fire, lightning and explosion;
 - b) earthquake.
- B) Notwithstanding the aforesaid, it is agreed that as regards that portion of the building not undergoing structural alterations or renovations, full cover as outlined in the policy is applicable.

Matching of building materials

4. Matching of building materials

- A) We are not obliged to repair your buildings to exactly match their previous state. We shall, however, repair them as closely as circumstances reasonably allow.
- B) Where we cannot match them exactly, we shall use materials that, in our reasonable opinion, match the damaged or lost materials as closely as possible.
- C) We shall only do this to the part of the structure or room where the loss or damage has occurred.
- D) We shall not pay for matching building materials to create a uniform effect throughout your private residence.

Mortgagee

5. Mortgagee

- A) The interests of a mortgagee (i.e. a bank or financial institution) with regards to the buildings and Loss of Rent will not be invalidated by:
 - a) any act or omission of the mortgagor / title holder of the insured property;
 - b) any misrepresentation or non-disclosure by the mortgagor / title holder of the insured property;
 - c) the alienation of property as defined in the Alienation of Land Act;
 - d) the occupation of the property in a manner that materially changes the risk inherent in the insured property under this policy;

provided that the aforesaid is effected without the knowledge of the mortgagee.
- B) The mortgagee must notify us of the happening or existence of any act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as it becomes aware of this and shall be responsible for any additional premium resulting from us assuming any increased hazard.

Reinstatement

6. Reinstatement Value Condition

- A) In the event that your property is damaged by any of the insured events as set out below, we shall either reinstate or replace the property with property of substantially the same kind or type, but not superior nor more extensive than the property when new. Such reinstatement / replacement shall take place on the same site on which the buildings are located.
- B) We are not bound to reinstate your property exactly or completely and may, at our discretion, elect to replace or reinstate your property with property that is substantially similar to the property which you insured at the time of inception of the policy. This is subject to the terms, exceptions and conditions contained in this policy as well as the following special provisions:
- The replacement or reinstatement must take place on the same site.
 - The work of replacement or reinstatement must be carried out without unreasonable delay. In the event that we determine, at our discretion, that you have failed to carry out the replacement or reinstatement without unreasonable delay, we will only compensate you up to the amount which would have been payable under this section if these conditions had not been incorporated (that is on an indemnity settlement basis).
 - Until you have incurred the full expenditure required in order to replace or reinstate the damaged property, we shall not be liable for any payment in excess of the amount which would have been payable under this section if these conditions had not been incorporated (that is on an indemnity settlement basis).
- C) If at the time of replacement or reinstatement the total cost which would have been incurred in replacement or reinstatement of the property, assuming that the whole property had been destroyed, exceeds the sum insured at the date that such damage occurred, you will be considered to be your own insurer for the difference between these two amounts and must bear a rateable proportion of the loss. Every item, if more than one, of this section is separately subject to this provision.
- D) You will not be covered under this clause if:
- you fail to advise us of your intention to replace or reinstate the damaged property within **90 (ninety) days** of the date that such damage occurs; and
 - you are unable or unwilling to replace or reinstate the property on the same site on which the buildings were located.

Security

7. Security

A) Alarm warranty (if stated in the schedule)

- a) If this warranty is stated in the schedule to apply, we shall compensate you for theft or attempted theft, only if:
- an alarm system is installed in all buildings at the premises, including outbuildings and is in full working order; and
 - the alarm is linked to a company providing armed response;
 - the alarm system was armed when the buildings were left unattended; and
 - the alarm system is maintained in proper working order. Please note that if you have maintained your obligations under a contract with the suppliers / servicing engineers to the alarm system, you will be deemed to have discharged your liability.
- b) We shall also compensate you in the event that the key / code to the alarm system was obtained by assault, violence or threat of violence to you or any other key / code holder.
- c) If this warranty is stated in the schedule to apply and an alarm system has not been installed in an outbuilding, loss or damage caused by theft or attempted theft will be limited to the amount stated in **Addendum B.**

B) Burglar bars warranty (if stated in the schedule)

If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), including outbuildings, through any opening window which is not protected by burglar bars and whilst the building is unattended.

C) Security gates warranty (if stated in the schedule)

If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), including outbuildings, through any external door which is not protected by locked security gates and whilst the building is unattended.

Tenants	<p>8. Tenants</p> <p>A) If any tenant of your private residence acts or omits to act in any way that may make this policy invalid, we shall still compensate you if:</p> <p>a) you did not know of or did not agree to the tenant's act or omission; and</p> <p>b) you tell us as soon as you become aware of the tenant's act or omission.</p>
Thatch roof	<p>9. Thatch roof</p> <p>A) Cover for loss of or damage to buildings with a thatch roof due to fire which is directly caused by lightning or thunderbolt, is subject to the buildings being protected by an SABS or other approved lightning conductor.</p> <p>B) In the event of a fire in a building with a thatched roof, you will bear the burden of proving that the fire was not as a result of lightning.</p> <p>C) This condition will not apply if the loss or damage was caused by the fire spreading from a neighbour's property where the proximate cause of such fire is attributed to lightning or thunderbolt.</p>
Unattended buildings	<p>10. Unattended buildings</p> <p>You must notify us in writing if you intend leaving any building(s) unattended for more than 30 (thirty) consecutive days.</p>

S1.8 Houseowners Exclusions

You are not covered for the following.

Building regulations	<p>1. Building regulations</p> <p>A) We do not cover loss or damage caused as a result of your buildings not complying with either the Occupational Health and Safety Act or the National Building Regulations or any other legislation / regulation that is applicable to the construction and maintenance of the buildings.</p> <p>B) Similarly, any gas and electrical installations must comply with applicable national or municipal regulations.</p>
Manufacturer's guarantee	<p>2. Manufacturer's guarantee or warranty</p> <p>We do not cover loss or damage covered by a manufacturer's guarantee, warranty, purchase agreement or service contract.</p>
Solar on thatch roof	<p>3. Solar panels on a thatch roof</p> <p>We do not cover loss or damage to photovoltaic solar panels that are fitted on a thatch roof.</p>
Subsidence, landslip or heave	<p>4. Subsidence, landslip or heave</p> <p>Unless otherwise provided for in Extension s1.5.16 and Optional Extension S1.6.2, we do not cover any loss or damage whatsoever caused by or resulting from subsidence, landslip or heave, even if such subsidence, landslip or heave was caused by any of the insured perils.</p>

SECTION S02. HOUSEHOLDERS

S2.1 Householders Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and any member of their family normally residing with them (including children who are financially dependent on them. Referred to as 'you' / 'your'.
Buildings	The buildings and / or the outbuildings at the premises (i.e. risk address shown in the schedule). Unless otherwise stated in the schedule, the buildings must be constructed of brick, stone or concrete with a slate, tiled, metal, concrete or asbestos roof, all situated on the premises.
Contents	Household goods and personal effects of every description, belonging to you or for which you are responsible and the fixtures and fittings (not being landlord's fixtures and fittings) normally situated at the premises.
Safire Assist	The official Safire Assist emergency number is 0861 723 473 (0861 SAFIRE) . In the event of requiring home assistance following an emergency, please phone this number in order to arrange the relevant emergency assistance. (Refer to our Safire Assist wording for more details, terms and conditions).
Malicious damage	<p>Loss or damage directly caused 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, excluding:</p> <ul style="list-style-type: none"> o Loss or damage caused by or arising from theft or any attempted theft; o Consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured; o Loss or damage resulting from total or partial cessation of work or partial cessation of any process or operation; o Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; o Loss or damage related to or caused by any occurrence referred to in General Exclusion 166. War, riot and terrorism, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence. <p>If we allege that by reason of the above loss or damage is not covered, you will bear the burden of proving the contrary.</p>
Premises	The land on which the buildings are situated.

S2.2 Householders Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance	It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	If, at the time of loss or damage, the cost of replacing the property insured as new is greater than the collective sum insured, you will be responsible for the difference and will bear a rateable proportion of the loss or damage accordingly. If more than 1 (one) item is insured under this section, each item is separately subject to this clause.

S2.3 Household Excess

It is your responsibility to ensure that your property is adequately insured.

Excess

Our compensation is limited to the amount stated in the schedule less any excess. Also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

S2.4 Household Cover

You are covered for loss or damage to the contents caused by the following insured events originating or occurring at the premises.

Insured events

1. Insured events

- A) Fire, lightning and explosion.
- B) Storm, wind, water, flood, hail or snow, but excluding loss or damage to property in a structure which is not completely roofed or property in the open, unless the property is designed to exist or operate in the open.
- C) Earthquake.
- D) Bursting, leaking or overflowing of geysers, water tanks and related equipment, apparatus and pipes excluding damage to such geysers, water tanks and related equipment, apparatus and pipes.
- E) Accidental impact to the exterior portion of the insured buildings, caused by falling trees or branches, vehicles, animals, aircraft and other aerial devices or anything that falls from them.
- F) Theft or any attempted theft from buildings, provided that theft or attempted theft from:
 - a) buildings (including out-buildings) whilst the premises are unattended; or
 - b) buildings in the charge of house-sitters; or
 - c) buildings lent or sublet by you; or
 - d) buildings in the course of construction, alteration, renovation, cleaning or repair;

is accompanied by visible, forcible and violent entry into or exit from the buildings or following violence or threat of violence. The requirement for visible, forcible and violent entry into or exit from the buildings is waived in respect of theft or attempted theft of photovoltaic solar panels permanently fitted on the roof of a building occupied by you as tenant or sectional title building owned by you, provided that such solar panels:

 - are owned by you; and
 - are not insured in terms of any other policy.
- G) Theft or any attempted theft from any building in which you temporarily reside or any private residence in which the contents are temporarily contained, subject to the provisions of a) to d) above. Temporarily in this case means a period not longer than 90 (ninety) consecutive days.
- H) Theft or any attempted theft from any bank safety deposit, furniture depository office or club where the contents have been stored or deposited for safe custody.
- I) Theft or attempted theft:
 - a) of laundry, outdoor furniture and outdoor equipment including garden and swimming pool maintenance equipment (including automatic pool cleaners) from the premises limited to the amount stated in **Addendum B**;
 - b) of contents whilst in transit to or from any place of purchase, repair or renovation following an accident to the conveying motor vehicle or theft following visible, forcible and violent entry into the vehicle or following threat of violence, limited to the amount stated in **Addendum B**;
 - c) of contents whilst in transit and during the process of removal necessitated by a permanent change of residence or to or from any bank, safety deposit, furniture depository office or club where the contents are to be or have been stored or deposited for safe custody. Theft from the conveying vehicle is subject to visible, forcible and violent entry into the vehicle or following threat of violence.
- J) Accidental leakage of oil, fuel or lubricant from a fixed oil, fuel or lubricant container or fixed oil-fired heating or associated apparatus
- K) Malicious damage (as defined).

S2.5 Householders Extensions

In addition to the sums insured, you are also automatically covered for the following extensions.

Accidental breakage

Mirrors and glass

1. Accidental breakage of mirrors and glass

We shall compensate you for accidental breakage of mirrors and plate glass tops to furniture or fixed glass forming part of any article of furniture or of a stove whilst in the buildings.

Accidental damage

Contents

2. Accidental damage to contents

- A) We shall compensate you for accidental damage to your insured contents whilst inside the buildings or on the premises.
- B) Our compensation will be limited to the amount stated in **Addendum B**, or such higher limit as agreed and stated in the schedule and for which additional premium has been paid.
- C) We shall not be liable for:
- a) loss or damage which is payable under any other insured events, sections and extensions of the policy;
 - b) loss of or damage to:
 1. articles of a fragile nature;
 2. cellular telephones, tablets and laptop computers;
 3. firearms;
 4. garden equipment;
 5. musical instruments by breakage of reeds, skins or strings;
 6. radio controlled vehicles (RCV), unmanned aerial vehicles (UAV) or drones;
 7. sporting equipment;
 8. video cassettes or compact discs;
 - c) damage caused by / resulting from over-winding of clocks or other mechanical apparatus;
 - d) the cost of reproduction of data.
- D) Average is not applicable to this extension.

Business goods

3. Business goods

- A) Notwithstanding anything to the contrary in this policy, we shall compensate you for loss or damage to business goods and equipment whilst inside the buildings, which is caused by any of the insured events.
- B) Cover is limited to the amount stated in **Addendum B**.

Cash cards and credit cards

4. Cash cards and credit cards

- A) We shall compensate you for loss suffered or liability incurred by you (and not otherwise insured) as a direct result of the loss or theft and the subsequent unauthorised use of any cash card or credit card.
- B) Cover is provided on condition that you have complied with the terms and conditions of the card issuing authority or relevant financial institution.
- C) The compensation provided shall not exceed the amount stated in **Addendum B**.

Compensation for death

5. Compensation for death

- A) Should you be fatally injured in or on the premises by thieves or during a fire, we shall pay the amount stated in **Addendum B**, provided that death ensues within 12 (twelve) months of the injury.
- B) We shall effect payment to your legal or duly authorised representative.

Documents

6. Documents

- A) We shall compensate you for the reasonable and necessary costs and expenses incurred as a direct consequence of loss or damage to your personal documents, which was caused by any of the insured events.
- B) We shall only be liable for the value of the materials and the cost of labour to reinstate the documents or other costs in obtaining duplicate documents.
- C) The compensation provided is limited to the amount stated in **Addendum B**.

Fire brigade charges

7. Fire brigade charges

We shall compensate you for the costs charged by any municipal or local authority for extinguishing a fire on the premises.

Foodstuffs

8. Foodstuffs

- A) We shall compensate you for loss due to deterioration or spoiling of food whilst in any refrigerator or freezer caused by accidental failure of the power supply (including fuel, gas and paraffin) or by the breakdown of the refrigeration unit.
- B) We do not cover deterioration or spoiling of food due to:
 - a) the interruption of your electricity supply resulting from the non-payment of your utilities bill or non-purchase of pre-paid power (including fuel, gas and paraffin);
 - b) load-shedding or failure of the electricity grid, as defined under **General Exclusion 5.9 B**; or
 - c) a person adjusting the temperature control.
- C) The compensation provided shall not exceed the amount stated in **Addendum B**.

Hole-in-one or Perfect Eight

9. Hole-in-one or Perfect Eight benefit

- A) If a Hole-in-one or Perfect Eight is scored whilst playing as an amateur in a game of golf or bowls in terms of the rules of any recognised golf club or bowling club, we shall pay the amount stated in **Addendum B**.
- B) This cover is subject to written confirmation from the Secretary of the relevant club.

Locks and keys

10. Locks and keys

- C) We shall compensate you for the reasonable and necessary costs and expenses incurred as a direct consequence of the loss or damage to any keys to the buildings, including costs of modifying or replacing locks and remote controls.
- D) The compensation provided shall not exceed the amount stated in **Addendum B**.

Loss of money

11. Loss of money

- A) We shall compensate you for loss of money due to any of the insured events whilst in the buildings.
- B) Theft is excluded, unless accompanied by visible, forcible and violent entry into or exit from the buildings or following threat of violence.
- C) The compensation provided shall not exceed the amount stated in **Addendum B**.

Loss of rent

12. Loss of rent

- A) compensate you for:
 - a) the actual rent for which you are liable as occupier of the private residence;
 - b) any reasonable additional expenses necessarily incurred in providing alternative accommodation;
 - c) the necessary transit and storage expenses in respect of the contents.
- B) This only applies for the period reasonably required to make the buildings liveable and will be limited to the percentage stated in **Addendum B**.

Mechanical & electrical breakdown

13. Mechanical and electrical breakdown

- A) Notwithstanding the provisions of **General Exclusion 17. A)k)**, we shall compensate you for damage to your household appliances (excluding vacuum cleaners, hairdryers and power tools) whilst inside the buildings or on the premises, which is caused as a result of mechanical or electrical breakdown.
- B) The cover will be limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.
- C) We shall not be liable for loss or damage which is covered by a manufacturer's guarantee, purchase agreement, service contract or warranty.
- D) Cover is only provided for a period of **5 (five) years**, which period is calculated from the later of:
 - a) the expiry of any manufacturer's guarantee or manufacturer's warranty that may be applicable to such item;
 - b) the expiry of any service contract that may have been concluded in respect of such item; or
 - c) the date on which the item was purchased, if none of paragraphs a) or b) are applicable.

Medical expenses

14. Medical expenses

- A) We shall compensate you for medical expenses not otherwise insured and incurred as a result of accidental bodily injury sustained:
 - a) by any person (not you or a member of your family or household or your employee) directly caused by any domestic animal owned by you and kept at the premises;
 - b) by a guest or visitor directly caused by any defect in the premises;
 - c) by your domestic employee arising out of and during the course of his / her employment.
- B) The compensation provided shall not exceed the amount stated in **Addendum B**.

Monkeys and baboons

15. Monkeys and baboons

- A) We shall compensate you for loss or damage to the insured contents of the buildings caused by wild monkeys or baboons.
- B) Cover is limited to the amount stated in **Addendum B**.

Power surge

16. Power surge

- A) We shall compensate you for loss or damage to the insured contents of the buildings caused by power surge.
- B) Our liability shall be limited to the amount stated in **Addendum B**, or such higher limit as agreed and stated in the schedule and for which additional premium has been paid.

Property belonging to domestic employees

17. Property belonging to domestic employees

- A) We shall compensate your full-time domestic employees for the loss or damage to their property whilst such property is inside the buildings and which was caused by any of the insured events, provided that the property is not otherwise insured.
- B) We shall not be liable for loss or damage caused as a result of theft which is not accompanied by visible, forcible and violent entry into or exit from the buildings or following threat of violence.
- C) Our liability will not exceed the amount stated in **Addendum B**.

Property belonging to guests

18. Property belonging to guests

- A) We shall compensate your guests temporarily residing with you for the loss or damage to their property whilst such property is inside the buildings and which was caused by any of the insured events, provided that the property is not otherwise insured.
- B) Our liability will not exceed the amount stated in **Addendum B**.

Protection of the contents

19. Protection of the contents against further damage

- A) We shall compensate you for the costs reasonably and necessarily incurred for temporary protection of the contents following loss or damage caused by any of the insured events.
- B) Our liability in terms hereof will not exceed the amount stated in **Addendum B**, unless otherwise agreed to by us in writing.

Student accommodation

20. Student accommodation

- A) We shall compensate you for loss of or damage to household contents kept at an alternate address occupied by any of your biological, adopted or stepchildren who are financially dependent on you and whilst they are registered as full-time students.
- B) Theft is excluded, unless accompanied by visible, forcible and violent entry into or exit from the buildings or room occupied by your child or following threat of violence.
- C) The compensation provided shall not exceed the amount stated in **Addendum B** or such higher limit stated in the schedule and for which additional premium has been paid.

Subsidence, landslip or heave

21. Subsidence, landslip or heave

- A) We shall compensate you for loss or damage to the contents of the buildings, which is caused by subsidence or heave of the land supporting the buildings or landslip.
- B) We do not cover destruction caused by or arising from:
 - a) excavations other than mining excavations;
 - b) alterations, additions or repairs to the buildings;
 - c) the compaction of infill;
 - d) defective design, materials or workmanship;
 - e) normal settlement, shrinkage or expansion of the buildings.

Tenant's

22. Tenant's liability

- A) We shall compensate you for all sums which you are legally liable to pay as tenant and occupier of any private residence, in respect of:
 - a) physical loss or physical damage to the buildings of the private residence directly caused by any of the insured events;
 - b) physical breakage of:
 - 1. sanitary-ware, excluding chipping and scratching;
 - 2. fixed glass, including mirrors and glass in solar heaters and stoves forming part of the buildings of the private residence;
 - c) physical damage to underground pipes and cables extending from the buildings of the private residence to the public mains or to underground fuel, oil or pipes, which was caused as a result of an accident during your period of insurance.
- B) Our liability is limited to the amount stated in **Addendum B**.

Transit

23. Transit

- A) We shall compensate you for damage to your household goods whilst being transported to or from any place of purchase, repair or renovation and / or permanent change of address, provided the damage is caused by a fire, collision or overturning of the conveying motor vehicle.
- B) The compensation provided shall not exceed the sum insured as stated in the schedule for any one occurrence.

Trauma cover

24. Trauma cover

- A) We shall compensate you for medical expenses which are not otherwise insured, following a fire or a violent act of theft, attempted theft, hold-up or hi-jacking.
- B) Cover is limited to the amount stated in **Addendum B**.

Veterinary fees

25. Veterinary fees

- A) We shall compensate you for veterinary fees and expenses incurred as a result of injury or death caused by a road vehicle to your dog or cat or for a dog or cat for which you are responsible.
- B) The compensation provided shall not exceed the amount stated in **Addendum B**.

Waiver of excess if older than 55 years

26. Waiver of the excess if you are older than 55 years

- A) The basic first amount payable for each and every claim paid in terms of this section, following an insured event at your primary residence, is hereby deleted, subject to the policy holder named in the schedule at the time of the occurrence being **55 (fifty five) years** of age or older.
- B) This waiver is not extended to claims that result from lightning or power surge.

Wheelchair

27. Wheelchair

- A) If you sustain a permanent physical disability, caused by a sudden and unforeseen accident, which results in you having to rely on a wheelchair to get around, we will contribute towards the fair and reasonable costs of purchasing a wheelchair, provided that the household contents of your primary residence are insured in terms of this section.
- B) Our liability is limited to the amount stated in **Addendum B**.

Please Note: A claim in respect of any of the above extensions will not affect your No-Claim discount.

S2.6 Householders Optional Extension

You will only be entitled to this optional extension if stated in your schedule, and for which additional premium has been paid.

Waiver of excess

1. Waiver of the excess (basic first amount payable)

If selected, this optional extension replaces **Extension S2.5.26** above.

- A) The basic excess in respect of contents insured in terms of this section is hereby deleted.
- B) This waiver is not extended to claims that result from lightning or power surge.

S2.7 Householders Conditions

In addition to the sums insured, you are also automatically covered for the following extensions.

Automatic reinstatement

1. Automatic reinstatement of the sum insured

- A) In order to maintain the sum insured at the amount shown in the schedule you must pay an additional premium as determined by us on the amount of the loss or damage from the date of its occurrence to the expiry of your period of insurance.
- B) In the event of your policy being a monthly policy, the expiry of your period of insurance will be deemed to be the annual renewal date of the policy for the purpose of calculating the reinstatement premium.
- C) We may charge you the reinstatement premium, at our sole discretion, by either a premium endorsement to your policy, or by deducting the premium from the claim settlement amount.

Beach cottage

2. Beach, holiday cottage, or any similar residence regularly unattended

If the beach / weekend / holiday home is unattended, loss or damage by theft must be accompanied by visible, forcible and violent entry into or exit from the building.

Construction risk

3. Construction risk

- A) Whilst the building is in the course of structural alteration and / or renovation and until final completion and handover by the contractor to you, we shall only be liable for loss or damage caused by or resulting from:
 - a) fire, lightning, explosion; and
 - b) earthquake.
- B) Notwithstanding the aforesaid, it is agreed that as regards that portion of the building not undergoing structural alterations or renovations, full cover as outlined in the policy is applicable.

Gold and platinum

4. Gold, platinum, silver and other valuables and collectibles

- A) The combined cover in respect of:
- a) furs;
 - b) jewellery and watches;
 - c) oriental carpets and rugs;
 - d) paintings and artwork;
 - e) photographic equipment;
 - f) platinum, gold and silver articles; and
 - g) sound reproduction equipment
- is limited to the percentage stated in **Addendum B**.

Jewellery and watches

5. Jewellery and watches

- A) All jewellery and watches with a value equal to or in excess of R100 000 (one hundred thousand rand) per item, **must** either:
- a) be worn on your person; or
 - b) be kept in a safe when not worn on your person.
- B) All jewellery and watches with a value less than R100 000 (one hundred thousand rand) per item, must either:
- a) be worn on your person; or
 - b) be worn on your person as part of your daily routine. For this purpose, 'daily routine' refers to jewellery and watches that are worn **every day**, but which may be removed from your person overnight and placed out of sight (*for example, in a bedside drawer or cupboard*); or
 - c) be kept in a safe when not worn on your person as part of your daily routine.
- C) If you fail to comply with any of the conditions stated in condition A) and B) above, the excesses as set out in **Addendum A** will apply to any claim.
- D) Cover for theft from a safe is subject to the following conditions:
- a) the safe must have been locked at the time of the loss; and
 - b) the safe must have been hidden from plain sight, and must have been securely bolted to the floor or wall; and
 - c) visible, forcible and violent entry into the safe; or
 - d) visible, forcible removal of the entire safe; or
 - e) threat of violence.
- E) In the absence of a valuation certificate, you will bear the burden of proving the value and ownership of the jewellery and watches. If you cannot prove the value and ownership of the jewellery and watches to our reasonable satisfaction, cover will be limited to the amount stated in **Addendum B**. Any valuation certificates produced in compliance with this clause must pre-date the loss.

Pairs and sets

6. Pairs and sets

- A) We do not compensate you for any additional or special value an item has on the basis that it forms part of a pair or set.
- B) We shall only compensate you for the proportionate, intrinsic value of that part of the pair or set that is lost, stolen or damaged.
- C) Notwithstanding the above, in respect of loss of an item of jewellery that forms part of a set (e.g. earrings), we will compensate you for the replacement of the entire set, subject to:
- a) you delivering the remaining item to us as salvage; and
 - b) the additional excess as detailed in **Addendum A**.

Security

7. Security

A) Alarm warranty (if stated in the schedule)

- a) If this warranty is stated in the schedule to apply, we shall compensate you for theft or attempted theft, only if:
1. an alarm system is installed in all buildings at the premises, including outbuildings and is in full working order; and
 2. the alarm is linked to a company providing armed response;
 3. the alarm system was armed when the buildings were left unattended; and
 4. the alarm system is maintained in proper working order. Please note that if you have maintained your obligations under a contract with the suppliers / servicing engineers to the alarm system, you will be deemed to have discharged your liability.
- b) We shall also compensate you in the event that the key / code to the alarm system was obtained by assault, violence or threat of violence to you or any other key / code holder.
- c) If this warranty is stated in the schedule to apply and an alarm system has not been installed in an outbuilding, loss or damage caused by theft or attempted theft will be limited to the amount stated in **Addendum B**.

B) Burglar bars warranty (if stated in the schedule)

If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), including outbuildings, through any opening window which is not protected by burglar bars and whilst the building is unattended.

C) Security gates warranty (if stated in the schedule)

If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), including outbuildings, through any external door which is not protected by locked security gates and whilst the building is unattended.

Thatch roof

8. Thatch roof

- A) Loss of or damage to buildings with a thatch roof due to fire which is directly caused by lightning or thunderbolt, is subject to the buildings being protected by an SABS or other approved lightning conductor.
- B) In the event of a fire in a building with a thatched roof, you will bear the burden of proving that the fire was not as a result of lightning.
- C) This condition will not apply if the loss or damage was caused by the fire spreading from a neighbour's property where the proximate cause of such fire is attributed to lightning or thunderbolt.

Unattended buildings

9. Unattended buildings

You must notify us in writing if you intend leaving any buildings unattended for more than **30 (thirty)** consecutive days.

S2.8 Householders Exclusions

You are not covered for the following.

Exclusion list

1. Exclusion list

- A) Loss or damage arising outside the Republic of South Africa.
- B) Loss or damage to:
- a) motor vehicle(s), trailer(s), watercraft or their accessories whilst in or on the vehicle or craft;
 - b) deeds, bonds, bills of exchange, promissory notes, money, cheques, securities for money, stamps, airtime vouchers, documents, manuscripts, medals or coins (including gold coins), except as specifically provided.
 - c) loss or damage to photovoltaic solar panels that are fitted on a thatch roof.

SECTION

S03. PERSONAL ALL RISKS

S3.1 Personal All Risks Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and their spouse and their immediate family normally residing with them (including their children who are financially dependent on him / her.) Herein referred to as 'you' / 'your'.
Electronic equipment	Electronic devices or machines that manipulate data according to a list of instructions and have the ability to store data and execute programs, consisting of hardware and supported by software.
Personal effects	Means: <ul style="list-style-type: none"> o Wearing apparel excluding furs; o Luggage containers, handbags and briefcases; o Mobile electronic equipment, including laptop computers, tablets and smart phones; o Pedal cycles, but limited to the value specified in Addendum B; o Photographic equipment and binoculars; o Sporting equipment but excluding motor vehicles, trailers, hang-gliders, aircraft or watercraft; o Hearing aids; o Watches and jewellery; o Other personal effects generally carried on the person but excluding firearms, radio-controlled vehicles (RCV), unmanned aerial vehicles (UAV) and drones.
Insured property	Personal effects, belonging to you or for which you are responsible.

S3.2 Personal All Risks Excess

You are covered for the following.

Excess	Our compensation is limited to the amount indicated in the schedule less any excess. Please refer to the schedule and Addendum A . Also referred to as first amount payable.
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S3.3 Personal All Risks Cover

You are covered for the following.

Unspecified items	<ol style="list-style-type: none"> 1. Unspecified items <ol style="list-style-type: none"> A) You are covered for accidental loss of or damage to your insured property, whilst in the Republic of South Africa or which accompanies you anywhere in the world during temporary visits which do not exceed 6 (six) consecutive months. B) Cover in terms of this section is limited to the lesser of: <ol style="list-style-type: none"> a) the amounts and percentages noted in the schedule; or b) the new replacement value of the items that have been damaged or lost; or c) the amounts and percentages noted in Addendum B.
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Specified items

2. Specified items

- A) You are covered for accidental loss of or damage to items specified in the schedule, whilst in the Republic of South Africa or which accompanies you anywhere in the world during temporary visits which do not exceed 6 (six) consecutive months.
- B) Cover in terms of this section is limited to the lesser of:
 - a) the amount noted in the schedule relating to any specified item; or
 - b) the new replacement value of such item.

S3.4 Personal All Risks Extensions

You are also automatically covered for the following extensions.

Groceries

1. Groceries and household goods

- A) If your groceries and household goods are stolen whilst being conveyed directly by you to or from any place of purchase, repair or renovation, such articles will be deemed to fall within the definition of insured property.
- B) Cover is limited to the amount stated in **Addendum B**.

Recompilation of data

2. Recompilation of data and / or reinstatement of programs

- A) Notwithstanding the provisions of **General Exclusion 6. Computing Equipment**, we shall compensate you for the costs and expenses necessarily and reasonably incurred in the recompilation of or reconstitution of data and / or programs recorded or stored on your electronic equipment and which are lost as a result of:
 - a) accidental erasure; or
 - b) theft.
- B) Compensation is limited to the amount stated in **Addendum B**.

Remote jamming

3. Remote jamming

- A) We shall compensate you for the loss of insured property as a result of theft from an unattended vehicle, provided that:
 - a) the items were contained in a locked boot and therefore fully concealed or concealed in an enclosed compartment forming part of the vehicle when stolen;
 - b) you attempted to lock the vehicle prior to the theft; and
 - c) the incident was reported to the police and the case number provided on the claim form.
- B) The compensation will be limited to the amounts stated in **Addendum B**.

S3.5 Personal All Risks Conditions

The specific conditions applicable to this section.

Admitted or Agreed Value

1. Admitted or Agreed Value

- A) If any item in the schedule is declared to be 'Admitted or Agreed Value', it is agreed that settlement of any claim in respect of the item will be based on the item being of the value specified, following the words 'Admitted or Agreed Value'.
- B) If such damaged item is deemed to be a 'total loss', we shall pay you the amount specified as the value of that item described, following the words 'Admitted or Agreed Value'.

Automatic reinstatement

2. Automatic reinstatement

The sum insured in respect of S3.3.1 Unspecified items will not be reduced by the amount of any loss or damage.

Basis of indemnification

3. Basis of indemnification

- A) **If your insured property can be repaired (partial loss)**
If your insured property sustains damage that can be repaired, we shall compensate you for the lesser of:
 - a) the cost of repairs less the excess; or
 - b) the amount that you are insured for less the excess.

Camping equipment

B) If your insured property cannot be repaired (total loss)

If your electronic equipment is lost or physically damaged and cannot be repaired, we shall compensate you for the lesser of:

- a) the cost of replacing your insured property with the same, or if this is no longer available, property with the closest possible performance and capacity, less the excess; or
- b) the amount that you are insured for, less the excess.

4. Camping equipment

- A) Loss or damage to camping equipment of any description is excluded whilst:
 - a) the equipment is in an open or unlocked vehicle; or
 - b) not concealed in a locked boot or enclosed luggage compartment in a locked vehicle.
- B) Camping equipment left in the open and unattended will only be covered if within the confines of a controlled reserve or caravan park.

Firearms

5. Firearms

- A) Firearms must be kept in a locked gun safe in accordance with legislative and regulatory requirements whilst not carried on a person.
- B) Cover for loss of firearms is restricted to theft of the firearms from such safe and subject to:
 - a) visible, forcible and violent entry into the safe; or
 - b) the visible, forcible removal of the entire safe; or
 - c) threat of violence.
- C) We do not cover loss or damage or bursting caused by the incorrect use of or the use of incorrect or overcharged ammunition in firearms.

Jewellery and watches

6. Jewellery and watches

- A) All jewellery and watches having a value equal to or greater than **R100 000 (one hundred thousand rand)** per item, must either:
 - a) be worn on your person; or
 - b) be kept in a safe when not worn on your person.
- B) All jewellery and watches having a value less than **R100 000 (one hundred thousand rand)** per item, must either:
 - a) be worn on your person; or
 - b) be worn on your person as part of your daily routine. For this purpose, 'daily routine' refers to jewellery and watches that are worn every day, but which may be removed from your person overnight and placed out of sight (for example, in a bedside drawer or cupboard), or temporarily removed during the day whilst performing certain functions where wearing such jewellery would be impractical (such as washing of hands, cooking or cleaning); or
 - c) be kept in a safe when not worn on your person as part of your daily routine, as outlined in b) above.
- C) If you fail to comply with any of the conditions stated in conditions A) and B) above, the excesses as set out in **Addendum A** will apply to any claim.
- D) Cover for theft from a safe is subject to:
 - a) the safe must have been locked at the time of the loss; and
 - b) the safe must have been hidden from plain sight and must have been securely bolted to the floor or wall; and
 - c) visible, forcible and violent entry into the safe; or
 - d) visible, forcible removal of the entire safe; or
 - e) the threat of violence.
- E) Cover is limited to the sum insured stated in the schedule or the value recorded on the valuation certificate, whichever is the lower.

Musical instruments

- F) In the absence of a valuation certificate, you will bear the burden of proving the value and ownership of the jewellery and watches. If you cannot prove the value and ownership of the jewellery and watches to our reasonable satisfaction, cover will be limited to the amount stated in **Addendum B**. Any valuation certificates produced in compliance with this clause must pre-date the loss.
- G) Jewellery and watches having a value in excess of **R25 000 (twenty-five thousand rand)** per item must, at your expense, be examined by a jeweller, as approved by us, at least every 36 (thirty-six) months, calculated from the inception date of the policy. The jeweller must provide us with a written report on the jewellery and watches prior to the expiry of each of the aforesaid 36 (thirty six) month periods. Such report must confirm that the jewellery and watches are in good order and repair.

7. Musical instruments

- A) When not in use, you are required to keep all musical instruments in their cases or any other suitable receptacle.
- B) We are not liable for:
- breakage or damage to strings or reeds;
 - loss or damage whilst the instruments are lent;
 - loss or damage due to atmospheric conditions;
 - loss or damage whilst the instruments are contained in any building other than your private residence, unless the instruments have been handed to the owner / manager of such building for safe custody.
- C) Theft will only be covered if it is accompanied by visible, violent and forcible entry into or exit from the place of storage, or if the keys to the place of storage are obtained by assault, violence or threat of violence to the authorised key holder of the place of storage.

Pairs and sets

8. Pairs and sets

- A) We do not compensate you for any additional or special value an item has on the basis that it forms part of a pair or set.
- B) We shall only compensate you for the proportionate, intrinsic value of that part of the pair or set that is lost, stolen or damaged.
- C) Notwithstanding the above, in respect of loss of an item of jewellery that forms part of a set (e.g. earrings), we will compensate you for the replacement of the entire set, subject to:
- you delivering the remaining item to us as salvage; and
 - the additional excess as detailed in **Addendum A**.

Pedal cycles

9. Pedal cycles

- A) Compensation for loss of or damage to pedal cycles is limited to the lower of:
- the amount stated in the schedule (if the pedal cycle is specified); or
 - the limit noted in **Addendum B** (if the pedal cycle is unspecified); or
 - the replacement value of such pedal cycle.
- B) We shall compensate you for the loss of your pedal cycle as a result of theft whilst attached to an unattended **vehicle** provided that:
- the pedal cycle was attached to a pedal cycle carrier and securely locked to same by way of a lockable cable or chain with an approved lock; and
 - the pedal cycle carrier was securely and properly bolted to such vehicle or locked to such vehicle with an approved lock; and
 - removal of the pedal cycle from the pedal cycle carrier or removal of the pedal cycle carrier from the vehicle is accompanied by visible signs of violence and force or by threat of violence.
- C) We shall compensate you for the loss of your pedal cycle as a result of theft from a **public place** provided that:
- The stolen pedal cycle is noted in the schedule;
 - the pedal cycle was attached to an immovable object and securely locked to same by way of a lockable cable or chain with an approved lock; and
 - removal of the pedal cycle is accompanied by visible signs of violence and force or by threat of violence.

Theft from vehicles

- D) Theft of wheels from your pedal cycle whilst the pedal cycle is attached and securely locked to a pedal cycle carrier (attached to your vehicle), will only be covered where such wheels are secured by way of a lockable cable or chain with an approved lock.
- E) For purposes of B), C) and D) above:
 - a) an 'approved lock' shall mean any SABS approved closed shackle padlock or;
 - b) a 'cable' used shall be any pedal cycle cable lock; and
 - c) a 'chain' used shall be any steel chain, a minimum of 10mm (ten millimeters) in thickness.
- F) We will not be liable for loss of or damage to accessories unless the complete pedal cycle is lost or damaged.

10. Theft from vehicles

- A) Loss of or damage to insured property (other than fixed motor car radios and fixed sound reproduction equipment) due to theft from an unattended vehicle will only be covered if:
 - a) the property is contained in a locked boot, and therefore fully concealed or concealed in an enclosed compartment that forms part of a locked vehicle; or
 - b) the vehicle itself is housed in a securely locked building or in an enclosed and locked parking bay; and
 - c) entry into or exit from the vehicle or building is accompanied by visible signs of violence and force or by threat of violence.
- B) If you fail to comply with any of the conditions stated in A)a) or A)b) above, cover will be limited to the amounts stated in **Addendum B**.
- C) Notwithstanding the provisions of A) and B) above, loss of or damage to sporting equipment specified in the schedule, due to theft from an unattended vehicle, will only be covered if the equipment is contained:
 - a) in a locked boot if the vehicle has a boot; or
 - b) within a locked vehicle if the vehicle does not have a boot; or
 - c) the vehicle itself is housed in a securely locked building or in an enclosed and locked parking bay.

S3.6 Personal All Risks Exclusions

You are not covered for the following.

Cash	<p>1. Cash</p> <p>Loss of cash, bank notes, money, cheques, bonds, coupons, stamps, airtime vouchers, title deeds, manuscripts, securities of any kind, travel tickets or any other negotiable instruments.</p>
Glass	<p>2. Glass</p> <p>We do not cover breakage of glass (other than lenses) not due to fire or thieves.</p>
Maintenance agreement	<p>3. Maintenance agreement, guarantee or warranty</p> <p>Loss of or damage provided for under any guarantee, warranty, maintenance agreement, lease agreement or purchase agreement entered into by you or on your behalf.</p>
Photographic equipment	<p>4. Photographic equipment</p> <p>A) We do not cover loss of or damage to photographic or optical equipment whilst being used for: <ul style="list-style-type: none"> a) commercial or professional purposes; or b) expeditions of discovery; or c) research. </p>
Radio-controlled vehicles	<p>5. Radio-controlled vehicles</p> <p>Loss of or damage to radio-controlled vehicles (RCV), unmanned aerial vehicles (UAV) or drones, other than for fire or theft in terms of the policy.</p>
Sound recording media	<p>6. Sound recording media</p> <p>Loss of or damage to sound or video recording media (e.g. disks or tapes) other than by fire or theft and then only for their value as unused material.</p>

In addition to the above, you are also not covered for the following in respect of electronic equipment (incl. laptops, cell phones and tablets).

<p>Cybercrime</p>	<p>7. Viruses, trojans, worms and other cybercrime We shall not indemnify you for the loss of or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, trojan, or worm (including ransomware and malware) or other similar destructive media, program or source or any other forms of cybercrime.</p>
<p>Derangement</p>	<p>8. Derangement Derangement (of any description), unless accompanied by physical damage otherwise covered in this section.</p>
<p>Electrical contacts</p>	<p>9. Electrical contacts The development of poor electrical or electronic contacts.</p>
<p>Faults or defects</p>	<p>10. Faults or defects Faults or defects known to you at the inception of this policy or which you become aware of during your period of insurance and which was not disclosed to us, or any consequences of such faults or defects.</p>
<p>Irregular working</p>	<p>11. Irregular working Your electronic equipment working in an irregular or unusual way, unless caused by physical damage that is insured.</p>
<p>Program errors</p>	<p>12. Program errors A) We shall not indemnify you for accidentally erasing data caused by: a) program errors; or b) incorrect data entries; c) or the inadvertent cancellation or corruption of data and / or programs.</p>
<p>Short lifespan</p>	<p>13. Parts that have a short lifespan A) Parts or components having a short life, such as (but not limited to) bulbs and fuses. B) If such parts are damaged as a result of physical loss or damage as provided for by this section to other parts of your electronic equipment, we shall indemnify you for the residual value prior to the loss of such exchangeable parts.</p>



SECTION

S04. PERSONAL ACCIDENT

Cover is available under Section F17: Group Personal Accident.

SECTION

S05. PLEASURE CRAFT

S5.1 Pleasure Craft Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule and any member of their family normally residing with them. Herein referred to as 'you' / 'your'.
Electronic equipment	Items of electronic equipment which would be usual to or ordinarily used in / on a pleasure craft.
Fishing equipment	Any items usual to fishing and includes fishing rods, reels, tackle boxes and their contents.
Pleasure craft	A watercraft with a maximum length of 10 (ten) metres and a maximum designed speed of 43 (forty-three) knots or 80 (eighty) km / h and which has been specified in the schedule. The pleasure craft comprises of the hull, superstructure, fittings, machinery, engines, motors, gear and equipment such as would normally be sold as one unit, excluding its trailer, limited to the amount stated in Addendum B .
Wearing apparel and personal effects	<p>Means:</p> <ul style="list-style-type: none"> o Wearing apparel excluding furs; o Luggage containers, handbags and briefcases; o Sporting equipment but excluding pedal cycles, motor vehicles, trailers, hang-gliders, aircraft, watercraft and scuba equipment; o Watches, jewellery, trinkets and toilette requisites; o Photographic equipment, pocket calculators and binoculars; o Other personal effects generally carried on the person but excluding contact lenses, radios, sound reproduction equipment, firearms, hearing aids, cell phones, laptops, portable computers, notebooks, global positioning system devices (GPS), tablets and radio controlled vehicles (RCV), unmanned aerial vehicles (UAV) and drones.

S5.2 Pleasure Craft Underinsurance

It is your responsibility to ensure that your pleasure craft is adequately insured.

Underinsurance	It is your responsibility to ensure that your pleasure craft is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	If at the time of loss or damage, the cost of replacing the insured pleasure craft, as per Basis of Indemnification D) below, is greater than the limit of indemnity shown in the schedule, you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

S5.3 Pleasure Craft Excess

The amount payable by you.

Excess	Our compensation is limited to the amount indicated in the schedule less any excess. Please refer to the schedule and Addendum A . Also referred to as 'first amount payable'.
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S5.4 Pleasure Craft Cover

You are covered for the following.

Insured events

1. Insured events

Loss or damage to the pleasure craft due to:

- A) Accident.
- B) Fire, lightning, explosion, earthquake or volcanic eruption.
- C) Malicious acts.
- D) Loss of or damage to outboard motor(s) provided that it / they is / are securely attached to the pleasure craft.
- E) Theft or attempted theft, including machinery, outboard motors, gear or equipment if stolen with the pleasure craft or following visible, forcible and violent entry into or exit from the pleasure craft or place of storage.
- F) A latent defect in the pleasure craft or its machinery.
- G) Negligence of any person.
- H) Collision with a submerged object.

S5.5 Pleasure Craft Extensions

You are also automatically covered for the following.

Disappearance and exposure

1. Disappearance and exposure

- A) If you disappear and are presumed dead, we shall compensate your beneficiary or your estate up to the capital sum as stated in the schedule, subject to:
 - a) a copy of the Court order of presumption of death being provided to us; or
 - b) we are satisfied that an event took place which caused you to sustain a bodily injury (including an injury caused by starvation, thirst or exposure to the elements directly or indirectly resulting from mishap) which could reasonably be determined to have resulted in your death.
- B) If at any time after we paid the claim, you are found to be alive, you must repay all compensation to us.

Electronic equipment

2. Electronic equipment

- A) We shall compensate you for accidental loss of or damage to electronic equipment whilst in or on the pleasure craft.
- B) The compensation provided shall not exceed the amount stated in **Addendum B**.

Emergency and salvage charges

3. Emergency and salvage charges

We shall compensate you for all charges and expenses, limited to the percentage stated in **Addendum B**, reasonably and necessarily incurred in minimising or averting a loss which would be covered by this policy.

Fishing equipment

4. Fishing equipment

- A) We shall compensate you for accidental loss of or damage to fishing equipment whilst in or on the pleasure craft.
- B) The compensation provided shall not exceed the amount stated in **Addendum B**.

Liability to third parties

5. Liability to third parties

- A) We shall indemnify you or any person using the pleasure craft with your permission or any water skier being towed or preparing to be towed by your pleasure craft against all sums, including claimant's costs and expenses for which you will become legally liable to pay, in respect of:
 - a) death or bodily injury to any person (other than you or other than as specified in **Clause S5.9 Exclusions 4a) to 4g)** as set out below);
 - b) loss of or damage to property not belonging to you or the permitted user;
 - c) any attempted or actual raising, removal or destruction of the wreck of the pleasure craft or any neglect or failure to raise, remove or destroy same;
 - d) expenses incurred by you in connection with official enquiries and coroners inquests, provided that such expenses are incurred with our written consent;
 - e) legal costs and expenses in defending any criminal or civil action or contesting liability, provided that such costs and expenses are incurred with our written consent.
- B) In respect of any one claim or series of claims arising out of one event, our maximum limit of indemnification is the amount stated in **Addendum B**.

Loss of or damage to locks and keys

6. Loss of or damage to locks and keys

- A) We shall compensate you in respect of the cost of replacing locks and keys of any insured pleasure craft following the disappearance of any key of such pleasure craft.
- B) In addition, we shall compensate you in respect of the cost of replacing or repairing the key of any insured pleasure craft following:
 - a) accidental damage to such key; or
 - b) damage to such locks resulting from attempted theft.
- C) The compensation shall not exceed the amount stated in **Addendum B**, or such higher limit stated in the schedule and for which additional premium has been paid.
- D) Cover is excluded for keys lost overboard.

Medical expenses

7. Medical expenses

- A) We shall compensate you for bodily injury sustained by any person on board the pleasure craft as a result of an accident, if not otherwise insured.
- B) Compensation will be limited to the amount stated in **Addendum B**.

Personal accident

8. Personal accident

- A) Bodily injury to any person caused solely by violent, accidental, external and visible means whilst boarding, aboard or alighting from the insured pleasure craft, which injury independently of any other cause, is the sole cause of any of the undernoted events:
 - a) death;
 - b) total and permanent loss (including total and permanent loss of use) or disablement as specified in the Table of Permanent Disablement (**Addendum C**).
- B) We shall pay to you, on behalf of such person or his estate, the capital sum stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 (twenty-four) calendar months in death or disability as specified in the schedule, limited to the amount stated in **Addendum B**.
- C) Compensation will not be payable:
 - a) for both death (event a) **and** total and permanent loss or disablement (event b) caused by the same occurrence. This does not apply in the event of death occurring after compensation already having been paid as a result of total and permanent loss or disablement. In this instance, the total amount will not exceed the compensation specified for death (event a);
 - b) for event a) or b) unless occurring within 24 (twenty-four) months of the occurrence;
 - c) for any specific event where greater compensation is payable for an event which includes the specific event;
 - d) under this policy in respect of any of the abovementioned events, which is in any way, directly or indirectly caused by or arising or resulting from or traceable to any physical defect or infirmity which existed prior to any occurrence and / or event;

Sighting expenses

- e) suicide or any attempt thereof or intentional self-injury;
- f) pregnancy or childbirth.

9. Sighting expenses

We shall compensate you for the expense of sighting the underwater section of the hull after grounding, if reasonably incurred specially for that purpose, even if no damage is found.

Transit risks

10. Transit risks

- A) We shall compensate you for any loss or damage following transit by land (including loading and unloading) but excluding scratching and denting.
- B) This section also extends to include claims made by third parties for death, injury or damage arising out of such loading or unloading operations.
- C) We shall not be liable, however, whilst the pleasure craft is:
 - a) being conveyed by a person who does not have a valid driver's licence, unless the person concerned is charged with the theft or illegal use of the vehicle that is used for conveying the trailer;
 - b) under the control of any person who is under the influence of intoxicating liquor or drugs.

Use by other persons

11. Use by other persons

Any person (other than the operator or an employee of an operator of a shipyard, repair yard, slipway, yacht club, marina or pleasure craft sales service or similar operation) using the pleasure craft with your permission, will be regarded as the insured provided that such person complies with and is subject to the terms of the policy.

Wearing apparel

12. Wearing apparel and personal effects

- A) We shall compensate you for accidental loss of or damage to wearing apparel and personal effects whilst in or on the pleasure craft.
- B) The compensation provided shall not exceed the amounts stated in **Addendum B**.

Yacht racing risk

13. Yacht racing risk

- A) We shall compensate you for the cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by an insured event whilst the pleasure craft is racing. The compensation provided herein will be limited to the amount stated in **Addendum B**.
- B) If the loss or damage is caused by the pleasure craft being stranded, sunk, burnt, on fire, in a collision, or in contact with any external substance (ice included) other than water, we shall pay the repair or replacement costs up to the limit of the sum insured after the deduction of any first amount payable.
- C) **Exclusion S5.9.11 b)** (towing or salvaging a pleasure craft other than one in distress) as set out below, does not apply to this extension.

S5.6 Pleasure Craft Optional Extensions

You will only be entitled to this optional extension if selected and stated in your schedule, and for which additional premium has been paid.

Credit shortfall

1. Credit shortfall

- A) If any total loss settlement is less than the amount owing to the bank / financier under a current instalment sale or lease agreement, we shall pay you an additional amount equal to the shortfall, less:
 - a) any arrear instalments or rentals, including interest payable on such arrears;
 - b) all refunds of premium for cancellation of any insurance cover relating to the pleasure craft;
 - c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
 - d) any early settlement penalties;
 - e) the first amount payable.
- B) The amounts payable shall not exceed the maximum indemnity less the applicable excess.

- C) This endorsement shall not apply to an agreement whereby the amount of any single instalment, other than the final residual amount after the initial payment, differs by more than 10% (ten percent) from any other instalment.
- D) If such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

S5.7 Pleasure Craft Basis of Indemnification

Indemnity

1. Indemnity

- A) If the pleasure craft is lost or damaged following an insured event, we shall at our option indemnify you;
 - a) by paying for its repair by a repairer acceptable to us; or
 - b) by replacement of the pleasure craft; or
 - c) by paying the amount of loss or damage less the first amount payable.
- B) Repair or replacement will be as close to the original specification as possible, but we shall not be expected to achieve an exact restoration.
- C) If it is within our knowledge that the pleasure craft is the subject of a suspensive sale or similar purchase agreement, payment shall be made firstly to the title holder as described in the agreement, where after the balance (if any) will be paid to you. Any indemnification in terms hereof shall be a full and final discharge of any and all liability in respect of such loss or damage.
- D) The maximum amount payable:
 - a) if the pleasure craft hull (excluding inboard or outboard motors) is less than 4 (four) years old, will be the current purchase price of a new hull of the same or a similar model; or
 - b) if the pleasure craft hull (excluding inboard or outboard motors) is older than 4 (four) years, will be the reasonable current market value of such hull; and
 - c) in respect of inboard or outboard motors, will be their reasonable current market value; or the sum insured shown in the schedule, whichever is the lower, less the first amount payable.

S5.8 Pleasure Craft Conditions

The specific conditions applicable to this section.

Cruising range

General Condition 19. Other insurances does not apply to the Personal Accident extension of this section. However, the following specific conditions are included and are applicable to you:

1. Cruising range

Cover in respect of pleasure craft at sea is limited to a maximum cruising range of 12 (twelve) nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique, or the legal range as may otherwise apply.

Habits, pursuits and health

2. Habits, pursuits and health (relating to the Personal Accident extension)

- A) You must notify us in writing immediately if your business or habits or pursuits change in any way. Should your business or habits or pursuits change, you may be required to pay an additional premium.
- B) You must immediately give us written notice of any disease or physical defect or infirmity with which you have been diagnosed or may have been affected.
- C) On the happening of any occurrence for which compensation is payable, you must employ the services of a registered medical practitioner approved by us and undergo any treatment which the practitioner deems necessary.
- D) You must submit to a medical examination, as often as we require and at our expense.
- E) In the event of your death, we shall be entitled to request a post-mortem examination carried out at our expense.
- F) This extension will be subject to revision at the end of the period of the insurance during which you attain the age of **70 (seventy)** years.

Inboard motors

3. Inboard motors or machinery

Cover for loss or damage due to fire or explosion to a pleasure craft fitted with inboard motors or machinery is subject to the pleasure craft being equipped in the engine room or engine space, tank space and galley with an automatic fire extinguishing system or one having controls at the steering position.

Seaworthiness

4. Seaworthiness and care

You will take all reasonable steps to protect and maintain the pleasure craft in a proper state of repair and seaworthiness, and to comply with any other legal requirements.

Skipper's licence

5. Skipper's licence

In the event of a claim, you must be able to show us that you, or any other person in control of the craft at the time of the occurrence, had a valid skipper's or any other applicable licence.

S5.9 Pleasure Craft Exclusions

You are not covered for the following.

Consumable stores

1. Consumable stores or moorings

Loss of or damage to consumable stores or moorings.

Incompetent pilot

2. Incompetent pilot

Loss or damage, injury or liability caused, sustained or incurred whilst the pleasure craft is being piloted by any person not competent to pilot such pleasure craft unless under the immediate supervision of a person so competent.

Intoxicating liquor or drugs

3. Intoxicating liquor or drugs

A) We shall not be liable for any accident, injury, loss, damage or liability incurred while any pleasure craft is being piloted by:

- a) you 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); or
- b) any other person with your general consent who 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).

Liability to third parties

4. Liability to third parties

- A) We shall not indemnify you or the permitted user or water skier against claims resulting from legal liability for:
- a) death or bodily injury in respect of any person employed in any capacity by you or any other person in connection with the pleasure craft or similarly employed by any person using the pleasure craft with your permission or similarly employed by any water skier;
 - b) accidents arising from any person engaged in kiting or other airborne sport whilst being towed by the insured pleasure craft or preparing to be towed by the insured pleasure craft or until safely back on board the pleasure craft;
 - c) accidents arising while the pleasure craft is in transit by mechanically propelled road vehicle, rail, ship or aircraft;
 - d) death or bodily injury in respect of fare-paying passengers and loss of or damage to their property;
 - e) damages or penalties arising under contract;
 - f) fines or other penalties imposed under any statutory code or common law in respect of any offence committed;
 - g) death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation.

<p>Left afloat</p>	<p>5. Left afloat A) Loss or damage to the pleasure craft or for liability to third parties or for any salvage services caused by the pleasure craft being stranded, swamped, sunk or breaking adrift whilst: a) left moored and unattended off an exposed beach or shore; or b) left anchored and unattended off an exposed beach or shore.</p>
<p>Mechanical or electrical breakdown</p>	<p>6. Mechanical or electrical breakdown Loss or damage due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless occasioned by external causes not otherwise excluded.</p>
<p>Racing</p>	<p>7. Racing Loss or damage whilst the pleasure craft is participating in motorised racing or speed tests, or any trials in connection therewith.</p>
<p>Repairs</p>	<p>8. Repairs or alteration work Loss or damage due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.</p>
<p>Sails</p>	<p>9. Sails or protective coverings A) Loss of or damage to sails or protective coverings split by the wind or blown away whilst set, unless: a) in consequence of damage to the spars to which the sails are rigged; or b) occasioned by the pleasure craft being stranded, sunk, burnt, on fire, in a collision; or c) in contact with any external substance (ice included) other than water.</p>
<p>Territorial limits</p>	<p>10. Territorial limits Loss, damage, injury or liability caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia and Zimbabwe.</p>
<p>Towing on water</p>	<p>11. Towing on water A) Loss or damage whilst the pleasure craft is: a) being towed on water except: 1. when in need of assistance; 2. for customary towage in connection with laying up, fitting out or repairs; b) towing or salvaging a pleasure craft other than one in distress; c) towing or salvaging a pleasure craft (whether or not in distress) under a contract arranged prior to commencing towing or salvaging.</p>
<p>Use</p>	<p>12. Use of pleasure craft A) Loss or damage whilst the pleasure craft is: a) being used for any purpose other than private and pleasure; b) let out on hire or charter; c) used or occupied as a houseboat or permanent residence.</p>

03. FARMING SECTIONS (F-)

Pages 51 to 161 below detail the cover that relates to the non-motor farming sections of this policy.

Sections

The sections are easily identified by the 'F' prefix, as follows:

- F01:** Fire
- F02:** Buildings combined
- F03:** Office contents
- F04:** Business interruption
- F05:** Accounts receivable
- F06:** Theft
- F07:** Money
- F08:** Glass
- F09:** Fidelity
- F10:** Goods in transit
- F11:** Business all risks
- F12:** Accidental damage
- F13:** Electronic equipment
- F14:** Machinery breakdown
- F15:** Machinery breakdown (Loss of profits)
- F16:** Stated benefits
- F17:** Group personal accident
- F18:** Solar plant
- F19:** Agricultural irrigation
- F20:** Pedigreed animals

SECTION

F01. FIRE SECTION

F1.1 Fire Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule. Referred to as 'you' / 'your'.
Insured property	Buildings: buildings including landlord's fixtures and fittings therein or thereon, walls (except dam walls), gates, posts and fences. Plant: plant, machinery, landlord's fixtures and fittings for which you are responsible and / or tenants' improvements and / or all other contents excluding property more specifically insured. Stock: stock and material in trade.
Hot Works	Any work or operation which involves heating, welding, soldering, brazing, grinding, melting, blow-torching, branding or cutting or any such works similar thereto.
Premises	The land on which your insured buildings are situated.
Subsidence, landslip and heave	Subsidence: sinking, i.e. the downward movement of soil / land supporting the buildings. Landslip: movement of ground down a slope. Heave: the upward movement of soil / land supporting the buildings.
Tenant	Someone, other than you, who is allowed to occupy your buildings in terms of a verbal or written contract in excess of 30 (thirty) consecutive days. This excludes a paying guest or lodger who occupies the building for less than 30 (thirty) consecutive days.
Baled fodder	Definitions applicable to F1.7.17. Baled fodder in the open warranty: Fodder: any form of livestock feed; Bale(s): livestock fodder bound or tied together in square or round bales; Stack(s): a number of bales stored in a contiguous grouping; Cluster(s): a number of stacks located at a site; Site(s): the physical location at which a cluster is stored.

F1.2 Fire Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance	It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	If the property insured is, at the commencement of any damage to such property by any peril insured against, individually or collectively of greater value than the sum insured thereon, you shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than 1 (one), shall be separately subject to this condition.

F1.3 Fire Excess

The amount payable by you.

Excess	Our compensation is limited to the amount stated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and Addendum A .
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F1.4 Fire Cover

You are covered for loss or damage to property caused by the following defined events originating or occurring at the premises.

Standard perils

1. Standard perils

- A) Damage to the whole or part of the insured property described in the schedule owned by you or for which you are responsible, including alterations by you to the buildings and structures, by:
- a) fire;
 - b) lightning or thunderbolt;
 - c) explosion.

Additional perils

2. Additional perils

A) Earthquake

Damage to the whole or part of the property described in the schedule caused by earthquake, but excluding damage to property in the underground workings of any mine.

B) Special perils

Damage to the whole or part of the property described in the schedule caused by:

- a) storm, wind, water, hail or snow excluding damage to property:
 1. arising from it undergoing any process necessarily involving the use or application of water;
 2. caused by tidal wave originating from earthquake or volcanic eruption;
 3. in the underground workings of any mine;
 4. in the open (other than buildings, structures and plant designed to exist or operate in the open);
 5. in any structure not completely roofed;
 6. being retaining walls.
 - b) aircraft and other aerial devices or articles dropped therefrom;
 - c) 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.
- C) We do not cover loss or damage caused or aggravated by:
- a) leakage or discharge from any sprinkler or drencher system or fire extinguishing installations / appliances in the buildings insured hereby or in buildings containing property insured hereby;
 - b) your failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage.

F1.5 Fire Extensions

All other contents

1. All other contents

- A) Where the term 'All other contents' is used in the schedule, it includes, but is not restricted to, personal effects, tools and pedal cycles, your property or that of your directors or employees in so far as such property is not otherwise insured.
- B) The benefit under this extension is limited to the amount stated in **Addendum B** for any 1 (one) individual in respect of property lost or damaged whilst on your premises.

Alternative replacement condition

2. Alternative Replacement condition (design capacity)

- A) In the event of property insured which has a measurable function, capacity or output being damaged by a defined event and it not being possible to replace or reinstate such property in terms of **F1.7.12. Reinstatement value condition**, then we will pay the cost of replacing such property, with property the quality, capacity, function or output of which is as near as possible but not inferior to that of the original property, provided that:
- a) provisos A), B) and C) of the Reinstatement value condition apply equally to this clause;
 - b) in applying the provisions of proviso B) of the Reinstatement value condition, the cost (as provided for in proviso B)) 'which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged' will be increased by such amount payable under the Alternative Replacement clause which is in excess of that which would have been payable under the Reinstatement Value condition clause, had it been possible to reinstate or replace the property in terms thereof.

Architects and other professional fees

3. Architects and other professional fees

- A) The insurance in respect of:
- a) buildings; and
 - b) plant, machinery and all other contents;
- specified in the schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 15% (fifteen percent) of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured on the property affected.
- B) The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of your claim.

Capital additions

4. Capital additions

- A) The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than stock and materials in trade for an amount not exceeding 15% (fifteen percent) of the sum insured thereon.
- B) You undertake to advise us each annual quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon. If the period of insurance is not quarterly, then the words 'each quarter' are amended to 'each month'.

Cost of demolition & clearing and erection of hoardings

5. Cost of demolition and clearing and erection of hoardings

- A) The insurance under this section includes costs necessarily incurred by you in respect of the demolition of buildings and machinery and / or the removal of debris (including stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and / or building operations following damage to the property insured by a defined event.
- B) The total amount recoverable shall not exceed the sum insured on the property affected.
- C) We will not pay for any costs or expenses:
- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
 - b) arising from pollution or contamination of property not insured by this policy / section.

Fire extinguishing charges

6. Fire extinguishing charges

- A) Any costs relating to the extinguishing or fighting of fire shall be payable in addition to any other payment for which we may be liable in terms of this section, provided that:
- the fire extinguishing services were provided by a totally unrelated third party that specialises solely in firefighting as part of its ordinary business for commercial reward; and
 - you are legally responsible for the payment of such costs; and
 - the insured property was on fire or the insured property was in danger from the fire and it was reasonable under the circumstances to employ such fire extinguishing services to control and / or extinguish the fire.
- B) The cover under this extension is limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.
- C) Any costs relating to aerial water bombing or spotter planes are excluded under this extension.
- D) If you, or any related party, hold any other cover with us or Safire Crop Protection Co-operative Limited for the event, cover under this extension will be excluded.

Malicious damage

7. Malicious damage extension

- A) Cover under this section is extended to include damage to the whole or part of the property described in the schedule 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:
- movable property which is:
 - stolen;
 - damaged in an attempt to remove it or part of it from any premises owned or occupied by you;
 - movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by you;
 - immovable property owned or occupied by you occasioned by or through or in consequence of:
 - the removal or partial removal or any attempt thereof; or
 - 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.
- B) This extension does not cover:
- damage related to or caused by fire or explosion;
 - consequential or indirect damage of any kind or description whatsoever, other than loss of rent if specifically insured;
 - damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism A) to F)** 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.
- C) If we allege that, by reason of proviso B), loss or damage is not covered by this section, you shall bear the burden of proving the contrary.
- D) If any building insured or containing the insured property is unoccupied for 30 (thirty) consecutive days:
- the insurance in respect of this extension is suspended from the commencement of such 30 (thirty) day unoccupancy period, as regards the property affected unless you, before the occurrence of any damage, obtain our written agreement to continue this extension; and
 - during the period of the initial unoccupancy of 30 (thirty) consecutive days, you shall become a co-insurer with us and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

Municipal plans scrutiny fee

8. Municipal plans scrutiny fee

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

Power surge

9. Power surge

- A) This section has been extended to cover power surge damage to any electrical equipment whilst in the building(s) at the premises stated in the schedule.
- B) Our liability shall be limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.

Public authorities' requirements

10. Public authorities' requirements

- A) 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:
 - a) the amount recoverable under this clause shall not include:
 - 1. the cost incurred in complying with any of the aforesaid regulations:
 - a) in respect of damage occurring prior to the inception of this section;
 - b) in respect of damage not insured under this section;
 - c) under which notice has been served upon you prior to the happening of the damage;
 - d) 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;
 - 2. the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
 - 3. the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
 - b) 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 our liability under this clause not being thereby increased;
 - c) if our liability under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then our liability under this clause in respect of any such item shall be reduced in like proportion;
 - d) the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

Public supply connections

11. Public supply connections

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

Subsidence and landslip (limited cover)

12. Subsidence and landslip (limited cover)

- A) We cover loss or damage caused by subsidence or landslip resulting from the ground supporting such buildings being washed away by flowing surface water as a direct consequence of storm, flood, hail or snow.
- B) This extension does not cover:
 - a) destruction or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time;
 - b) loss, destruction or damage to swimming pools, tennis courts, driveways, paths, patios and terraces, unless specifically insured and the buildings are damaged at the same time;
 - c) damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;
 - d) work necessary to prevent further loss, destruction or damage;

- e) damage caused by or attributable to:
 - 1. faulty design or construction of any building situated at the insured premises; or
 - 2. the removal or weakening of support to any building situated at the insured premises;
 - 3. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 - 4. excavation on or under land;
 - 5. the compaction of infill;
 - 6. normal settlement, shrinkage or expansion of the building;
 - f) consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.
- C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you shall bear the burden of proving the contrary.

Temporary removal

13. Temporary removal

- A) Except in so far as it is otherwise insured, the property insured is covered whilst temporarily removed elsewhere than on the premises stated in the schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi provided that:
- a) unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, our liability shall not exceed the percentage stated in **Addendum B**;
 - b) the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

F1.6 Fire Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Deterioration of stock
(fire and perils)

1. Deterioration of stock (fire and perils basis)

- A) Deterioration of refrigerated goods is covered if caused directly by damage to the refrigeration or freezer plant by fire, lightning, explosion or special perils as defined in the special perils extension.
- B) Our liability in respect of any loss shall not exceed the sum insured stated in the schedule.

Disposal of salvage

2. Disposal of salvage

- A) Without diminishing our rights to rely on the provisions of the general conditions in the event of a loss, we agree that we will not sell or otherwise dispose of any property which is the subject of a claim hereunder without your consent, provided that you can establish to our satisfaction that to do so will prejudice your interests in which event we agree to give you first option to repurchase such property at its fair intrinsic value or market value, whichever is the greater.
- B) You shall not be entitled under the provisions of this clause to abandon any property to us whether we have taken possession thereof or not.

Escalator clause

3. Escalator clause

A) **During the period of insurance (first year):**

During each period of insurance, the sum(s) insured, as stated in the schedule, in respect of:

- a) buildings; and
- b) plant, machinery and all other contents;

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

Fire extinguishing charges (aerial bombing)

- B) **After the period of insurance (second year):**
If, following a claim, the reinstatement or replacement of the insured property has not been completed by the end of the period of insurance, further inflationary costs incurred by you until final reinstatement or replacement has been completed, will be covered by us in the second year as follows:
If stated in the schedule, the sum(s) insured that existed during the period of insurance in which the claim occurred (as increased by the provision under A) above), shall be increased further by the percentage stated in the schedule.
- C) At each renewal date, you shall notify us of the sums(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this clause shall cease to apply.

4. Fire extinguishing charges (aerial water bombing)

- A) Cover under this section is extended to include the reasonable costs and expenses of aerial water bombing including assistance thereof by way of spotter planes, provided that:
- a) the fire extinguishing services were provided by an official aerial bombing association (e.g. Letaba FPA, Mkhondo FPA or similar); and
 - b) you are legally responsible for the payment of such costs; and
 - c) the insured property was on fire or the insured property was in danger from the fire and it was reasonable under the circumstances to employ aerial water bombing to control and / or extinguish the fire.
- B) The cover under this extension is limited to the amounts stated in **Addendum B**.
- C) If you, or any related party, hold any other cover with us or Safire Crop Protection Co-operative Limited for the event, cover under this extension will be excluded.

Geysers

5. Geysers, water containers, water tanks

- A) Cover under this section is extended to include damage to:
- a) geysers;
 - b) water containers;
 - c) water tanks; or
 - d) water apparatus;
- (hereafter referred to as geysers) all forming part of the buildings stated in the schedule and caused by bursting and other accidental damage.
- B) Our liability shall be limited to the replacement value of the specified item or the sum insured stated in the schedule, whichever is the lesser.
- C) The conditions that are applicable to this extension are as follows:
- a) cover only extends to include items that are declared and stated in the schedule;
 - b) cover only extends to include water pipes connected to and within 1 (one) meter of any insured geyser.
- D) For the purpose of this extension only, **F1.2 Average** shall be substituted by the following :
- 'If the actual number of geysers installed, at the date of the occurrence giving rise to the loss or damage, exceeds the number of geysers stated in the schedule, then we shall be liable under this extension only for that proportion of the loss or damage that the number stated in the schedule bears to the actual number installed. You shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly. Every building containing geysers insured in terms of this extension, if more than 1 (one), shall be separately subject to this condition.

Leakage

6. Leakage extension

- A) Cover under this section is extended to include damage to the whole or part of the property described in the schedule caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installations / appliances.
- B) If a first loss limit is shown against this additional peril in the schedule, the amount of such limit shall be our maximum liability in respect of any one event.

Rent

- C) For the purposes of this extension only, **F1.2. Average** shall be substituted by the following:
'If the property insured is, at the commencement of any damage to such property by discharge or leakage, individually or collectively of greater value than the sum insured thereon against fire damage, then we shall be liable under this extension only for that proportion of the first loss limit as the sum insured against fire bears to the total value of such property and you shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than 1 (one), to which this extension applies shall be separately subject to this clause.'

7. Rent

- A) We will pay the amount of rent receivable, rent payable or rental value (as the case may be) as defined hereunder in the event of the premises stated in the schedule being rendered untenable during the term specified therein in consequence of damage by a defined event:
- Rent receivable - the actual rent receivable by you at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let;
 - Rent payable - the actual rent payable by you to the owner or landlord of the said premises;
 - Rental value - the actual rental value of the said premises.
- B) The amount payable in terms of this clause shall be in the proportion which the amount insured bears to the actual rent receivable / rent payable or rental value of the premises as the case may be and if the premises are not untenable during the whole of the aforesaid term, we shall only be liable to pay such proportion of the amount payable as the period of time during which the premises may remain untenable bears to the whole term specified above, but the period shall not exceed the time which would be required to place the premises in a tenable condition.
- C) Our liability is limited to the number of months stated in the schedule.

Riot and strike extension

8. Riot and strike extension

- A) Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover damage to the whole or part of the property described in the schedule directly occasioned by or through or in consequence of:
- civil commotion, labour disturbances, riot, strike or lockout;
 - the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) This extension does not cover:
- loss or damage occurring in the Republic of South Africa and Namibia;
 - consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
 - loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
 - loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - loss or damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege that, by reason of proviso B), loss or damage is not covered by this section, you shall bear the burden of proving the contrary

Subsidence, landslip or heave (full cover)

9. Subsidence, landslip or heave (full cover)

- If this optional extension is selected by you and you have paid the additional premium, then **Extension F1.5.12. Subsidence and landslip (limited cover)** is replaced by this optional extension:
- A) We cover loss, destruction of or damage to the buildings caused by subsidence or heave of the land supporting the buildings or landslip.
- B) This extension does not cover:
- destruction or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time;

- b) loss, destruction or damage to swimming pools, tennis courts, driveways, paths, patios and terraces, unless specifically insured and the buildings are damaged at the same time;
 - c) damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;
 - d) work necessary to prevent further loss, destruction or damage;
 - e) damage caused by or attributable to:
 - 1. faulty design or construction of any building situated at the insured premises; or
 - 2. the removal or weakening of support to any building situated at the premises;
 - 3. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 - 4. excavation on or under land other than excavations in the course of mining;
 - 5. the compaction of infill;
 - 6. normal settlement, shrinkage or expansion of the building;
 - f) consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.
- C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you shall bear the burden of proving the contrary.

Livestock freezing

10. Livestock (excluding game) freezing

- A) Loss or damage in respect of death or destruction of the livestock (including pedigreed animals) described in the schedule directly caused by freezing, with the exception of loss or damage due to a drop in the temperature which is not accompanied by storm, wind, water, hail or snow.
- B) The cover under this extension will only commence after a period of 7 (seven) days has expired / lapsed from the inception date of this extension.

F1.7 Fire Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Designation of property

1. Designation of property

- A) For the purpose of determining, where necessary, whether insured property is either:
 - a) buildings;
 - b) plant, machinery and all other contents; or
 - c) stock and materials in trade;
 we agree to accept the designation under which such property has been entered in your books.

Alterations and misdescription

2. Alterations and misdescription

The insurance under this section shall not be prejudiced by any alteration or misdescription of occupancy, whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, provided that notice is given to us as soon as possible after such event but not later than 30 (thirty) days and you agree to pay additional premium if required.

Combustible materials warranty

3. Combustible materials warranty (if stated in the schedule to apply)

The entire premises, including all areas around the buildings, will be kept clean and free of any combustible materials (other than stock) at all times.

Hot Works warranty

4. Hot Works warranty (if stated in the schedule to apply)

You must comply with the following express warranties:

- A) All Hot Works carried out at the premises shall only be carried out by a suitable qualified person.
- B) You and the person conducting any Hot Works operation or work on your behalf must at all times comply with any applicable legislation relating to the carrying out of such works.
- C) You and the person conducting any Hot Works operation or work on your behalf must at all times comply with any applicable internal safety rules or procedures that had been adopted by you.

- D) All Hot Works shall, as far as is reasonably possible, only be carried out within a designated and suitably equipped welding bay or workshop area which has been prepared for such activity.
- E) Any Hot Works operations or works shall:
 - a) only be carried out when you, your employees, your contractor, your agents or any person under your control or authority has taken all reasonable precautions to prevent the occurrence of an uncontrolled fire and the spread thereof from the site where such Hot Works are being undertaken;
 - b) only be carried out when it is safe to do so from a general fire safety perspective, having regarded to generally accepted fire safety practises;
 - c) only be carried out when a person who is suitably qualified and experienced to conduct such Hot Works is personally present at the site where such hot Works are being undertaken. Such person shall be present at such site at all times whilst such Hot Works are being conducted;
 - d) only be carried out when there is adequate fire-fighting equipment present at the site where such Hot Works are being undertaken, having due regard to the specific conditions and circumstances (from a fire risk perspective) that may be present at such site;
 - e) only be carried out when the area in the immediate vicinity of the work has been cleared of all combustible material so as prevent the Hot Works from causing the general area where the works are being undertaken to be set on fire. In the event of the Hot Works being carried out overhead, the area beneath such overhead area must be cleared of all combustible material so as to prevent the Hot Works from causing the general area beneath the works from being set on fire;
- F) You shall ensure that any area in which Hot Works are carried out is monitored for a period of not less than 60 (sixty) minutes after each occasion that such Hot Works activity ceases, to ensure that no potential fire hazard exists.
- G) On completion of the Hot Works, all equipment utilised must be returned to their demarcated storage areas.
- H) You undertake at all times during the existence of this policy of the insurance, to create a written Hot Works policy, which policy must be implemented and enforced by you.
- I) As part of such Hot Works policy, it must require any person that intends to undertake any Hot Works operation at the premises to apply for the granted permission to conduct such works in accordance with the relevant Hot Works permit.
- J) Prior to you, your employees, your contractors, your agents or any person under your control or authority engaging in any Hot Works activities, you will ensure that:
 - a) the Hot Works Permit is duly completed, approved and signed-off by you or a senior member of management;
 - b) the person to whom such approval is granted understands the obligations imposed as set out in the Hot Works permit;
 - c) the person to whom such approval is granted undertakes to comply with the obligations imposed as set out in the Hot Works Permit.
- K) In the event that we allege that a fire arose from or was in any manner connected to or caused by the Hot Works, the onus will be on you to prove that such fire did not arise from, nor was connected to nor caused by such Hot Works.

Infrared thermography warranty

5. Infrared thermography warranty (if stated in the schedule to apply)

- A) At least once during each 12 (twelve) month period, calculated from the date of inception or renewal of the policy, you must carry out an infrared thermography analysis of all electrical distribution boards and machinery containing bearings, coils and similar heat generating moving components.
- B) Should such analysis reveal any potential ignition points or identify any safety or risk issues, such potential ignition points or concerns must be addressed and rectified (by carrying out all necessary remedial / preventative / proactive maintenance measures) without undue delay.
- C) On completion of such remedial / preventative / proactive maintenance measures, a further infrared thermography analysis of such installations must be conducted in order to confirm that any potential hazards have been adequately attended to. Such further infrared thermography analysis must be attended to within 30 days of the completion of such remedial / preventative / proactive maintenance measures.
- D) All of the above activities must be documented in a written report and a record of such report must be maintained on site at the said premises.

Limitations

6. Limitations clause (in respect of plant)

Our liability in respect of plant, machinery and all other contents stated in the schedule is restricted as stipulated in **Addendum B**.

Livestock claims warranty

7. Livestock claims warranty

- A) In the event of a claim you shall provide us within 7 (seven) days:
 - a) in respect of claims up to R10 000: an affidavit from you confirming death of livestock;
 - b) in respect of claims from R10 000 to R40 000 and limited to 2 (two) animals: an affidavit from a neighbour confirming death of livestock;
 - c) in respect of claims over R40 000 or for more than 2 (two) animals: a vet or stock inspector's certificate confirming death of livestock.
- B) The reimbursement of veterinary fees is limited to the amount stated in **Addendum B**.

Matching of building materials

8. Matching of building materials

- A) We are not obliged to repair your buildings to exactly match their previous state and we shall not pay for matching building materials to create a uniform effect throughout your building. We shall, however, repair them as closely as circumstances reasonably allow.
- B) Where we cannot match them exactly, we shall use materials that, in our reasonable opinion, match the damaged or lost materials as closely as possible.
- C) We shall only do this to the part of the structure or room where the loss or damage has occurred.

Mortgagee

9. Mortgagee

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

Plastic sheeting and shade cloth

10. Plastic sheeting and shade cloth / shade net warranty

Plastic sheeting

- A) If at the commencement or renewal of the policy, the plastic sheeting of any structure is older than 2 (two) years from the date when first installed, no cover shall apply in respect of such plastic sheeting.
- B) In respect of plastic sheeting that falls within this 2 (two) year period, it is warranted that:
 - a) the plastic sheeting of the structures has a minimum thickness of 200 (two hundred) microns;
 - b) the tunnels and its plastic sheeting have been erected and installed according to the manufacturer's specifications;
 - c) you are in possession of a written guarantee from the manufacturer or supplier of the plastic sheeting.

Shade cloth / shade net

- C) If at the commencement or renewal of the policy, any shade cloth / shade net covered area is older than 8 (eight) years from the date when first installed, no cover shall apply in respect of such shade cloth / shade net.
- D) In respect of shade cloth / shade net that falls within this 8 (eight) year period, it is warranted that:
 - a) the total percentage payable in the event of loss or damage is limited to the percentages detailed in **Addendum B**;
 - b) the structures and its shade cloth / shade net have been erected and installed according to the manufacturer's specifications;
 - c) you are in possession of a written guarantee from the manufacturer or supplier of the shade cloth / shade net.

Railway and other Subrogation

11. Railway and other subrogation

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

Reinstatement value condition

12. Reinstatement value condition

- A) In the event that your property, other than stock, is damaged by any of the insured events as set out below, we shall either reinstate or replace the property with property of substantially the same kind or type, but not superior nor more extensive than the property when new, provided that:
- the replacement or reinstatement must take place on the same site;
 - the work of replacement or reinstatement must be carried out without unreasonable delay. In the event that we determine, at our discretion, that you have failed to carry out the replacement or reinstatement without unreasonable delay, we will only compensate you up to the amount which would have been payable under this section if these Reinstatement Value conditions had not been incorporated (that is on an indemnity settlement basis);
 - until you have incurred the full expenditure required in order to replace or reinstate the damaged property, we shall not be liable for any payment in excess of the amount which would have been payable under this section if these conditions had not been incorporated (that is on an indemnity settlement basis).
- B) If at the time of replacement or reinstatement the total cost which would have been incurred in replacement or reinstatement of the property, assuming that the whole property had been destroyed, exceeds the sum insured at the date that such damage occurred, you will be considered to be your own insurer for the difference between these two amounts and must bear a rateable proportion of the loss. Every item, if more than 1 (one), of this section is separately subject to this provision.
- C) You will not be covered under this clause if:
- you fail to advise us of your intention to replace or reinstate the damaged property within **90 (ninety) days** of the date that such damage occurs; and
 - you are unable or unwilling to replace or reinstate the property on the same site on which the buildings were located.

Stock declaration conditions

13. Stock declaration conditions (if stated in the schedule)

- A) In respect of stock and materials in trade insured under this section being subject to the stock declaration conditions, the premium is calculated on 75% (seventy-five percent) of the sum or sums insured thereon.
- B) This clause is subject to the following specific conditions:
- you shall declare to us in writing the market value of your stock and materials in trade as at the last day of each month / quarter (as stated in the schedule) and shall make such declaration in writing within 30 (thirty) days thereof, otherwise you shall be deemed to have declared the sum insured on such property as the market value thereof;
 - after each period of 12 (twelve) consecutive months from the inception date or anniversary date, the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant premium differs from the provisional premium, the difference shall be payable by or to you as the case may be, but the amount payable by us shall not exceed 50% (fifty percent) of the provisional premium;
 - any claim hereunder shall be settled on the basis of the market value of the stock and material immediately prior to the damage occurring;
 - if, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by you shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount. The provisions of this condition shall, if applicable, operate cumulatively with the provisions of the specific condition relating to Average;
 - in consideration of the sum insured not being reduced by the amount of any loss, you shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium;
 - the above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.
- C) Our liability shall not exceed the sum insured and premium shall not be receivable on values in excess thereof.

Tenants

14. Tenants

- A) Our liability to you shall 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.
- B) You shall, however, inform us 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 will be responsible for any additional premium payable from the date any increased hazard shall be assumed by us.

Thatch risks

15. Thatch risks

- A) This section specifically excludes loss or damage to property by fire caused directly as a result of lightning or thunderbolt, unless the property is protected by an SABS or other approved lightning conductor.
- B) In the event of a fire, the onus of proof that the fire was not as a result of lightning rests with you. However, in the event of loss or damage by fire spreading from a neighbour's property where the proximate cause of such fire is attributed to lightning or thunderbolt, this exclusion will not apply.

Agricultural plant and equipment

16. Agricultural plant and equipment in the open

Cover extends to include agricultural plant and equipment designed to be situated in the open but excludes pumps and equipment in rivers, on banks of rivers and streams below the historical 100 (one hundred) year maximum flood level.

Baled fodder

17. Baled fodder in the open (fire and / or lightning only)

- A) Cover under this section is extended to include loss or damage to **bales** stored in the open caused only by fire and / or lightning.
- B) The cover afforded under this extension is subject to the indemnity limits specified in **Addendum B**.
- C) The basis of the valuation and compensation which is to be utilised and applied for the purposes of the cover afforded under this section and for the assessment of any claim arising hereunder shall be based on the lower of either the then applicable market value or actual cost value of the bales.
- D) For the purposes of this extension, any subsequent event occurring at a site that occurs within a period of 72 (seventy-two) hours of any prior event that arises from fire and / or lightning will be presumed, until the contrary is proven by you, to have arisen from the same probable cause or succession of causes as the initial event and was accordingly connected thereto. Accordingly such multiple events shall be regarded as having emanated from a single insured peril event for the purposes of this extension and shall be deemed to be a single claim event for the purposes of assessment and settlement.
- E) This extension is subject to the following express specific warranties which must be complied with by you:
 - a) **Stack** (a number of bales stored in a contiguous grouping):
 1. A stack cannot exceed a total maximum value as stated in **Addendum B**, unless otherwise expressly agreed to in writing by us. The determination of the value of a stack shall be based on the lower of either the then applicable market or actual cost value.
 2. Each stack (or any part thereof) must be positioned at least 10 (ten) metres away from any building or man-made structure.
 3. Each stack (or any part thereof) must be positioned at least 15 (fifteen) metres away from any powerline or electrical installation.
 4. Each stack (or any part thereof) must be positioned at least 50 (fifty) metres away from any railway line.
 5. Each stack (or any part thereof) must be positioned at least 50 (fifty) metres away from any public road.
 - b) **Cluster** (a number of stacks located at a site):
 1. A maximum of 5 (five) stacks can be grouped together in a cluster.
 2. A cluster cannot exceed a total maximum value as stated in **Addendum B**, unless otherwise expressly agreed to in writing by us. The determination of the value of a cluster shall be based on the lower of either the then applicable market or actual cost value.
 3. Each stack in a cluster must be separated from any other stack in the cluster by a distance of at least 15 (fifteen) metres.
 4. Each stack in a cluster must have a clear area around its perimeter of at least 15 (fifteen) metres, which area must be kept clean and free of any combustible material at all times.

5. The area between stacks in a cluster must be kept clean and free of any combustible material at all times.
6. Each cluster (or any part thereof) must be positioned at least 100 (one hundred) metres away from another cluster.
- c) **Site** (the physical location at which a cluster is stored):
 1. Each site (or any part thereof) must be positioned at least 1 000 (one thousand) metres away from another site.
 2. A site cannot exceed a total maximum value as stated in **Addendum B**, unless otherwise expressly agreed to in writing by us. The determination of the value of a site shall be based on the lower of either the then applicable market or actual cost value.
 3. The site(s) must be under your supervision and control, or the supervision and control of your authorised representative, at all times.

F1.8 Fire Exclusions

You are not covered for the following.

Earthquake

1. Earthquake, volcanic eruption or other convulsion of nature

A) This section does not cover:

- a) earthquake (whether arising from mining operations or otherwise) unless added as an additional peril;
- b) volcanic eruption or other convulsion of nature (other than subterranean fire).

B) Any damage happening during the existence of abnormal conditions (whether physical or otherwise) arising from or connected to the aforementioned events which are occasioned by or through or in consequence, directly or indirectly, of any of the occurrences stipulated in A) above shall be deemed to be damage which is not covered by this insurance, except to the extent that you shall prove that such damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where we allege that, by reason of this exception, any damage is not covered by this insurance, you shall bear the burden of proving the contrary.

Heating or drying

2. Heating or drying

Unless specifically included, this insurance does not cover damage to property occasioned by its undergoing any heating or drying process.

Marine

3. Marine policies

Unless specifically included, this insurance does not cover damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected.

SECTION

F02. BUILDINGS COMBINED

F2.1 Buildings Combined Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule. Referred to as 'you' / 'your'.
Buildings	The buildings and / or the outbuildings at the premises (i.e. risk address shown in the schedule). Unless otherwise stated in the schedule, the buildings must be constructed of brick, stone or concrete with a slate, tiled, metal, concrete or asbestos roof, all situated on the premises.
Hot Works	Any work or operation which involves heating, welding, soldering, brazing, grinding, melting, blow-torching, branding or cutting or any such works similar thereto.
Premises	The land on which the buildings are situated.

F2.2 Buildings Combined Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance	It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	<p>A) If, at the time of loss or damage, the cost of replacing the property insured as new is greater than the collective sum insured, you will be responsible for the difference and will bear a rateable proportion of the loss or damage accordingly. If more than 1 (one) item is insured under this section, each item is separately subject to this clause.</p> <p>B) This specific condition does not apply to F2.4.2. Sub-section A: Property G) below.</p>

F2.3 Buildings Combined Excess

The amount payable by you.

Excess	Our compensation is limited to the amount stated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and Addendum A .
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F2.4 Buildings Combined Cover

You are covered for loss or damage caused by the following insured events.

Defined events	<p>1. Defined events</p> <p>A) Damage by the perils described:</p> <p>a) sub-section A: Property</p> <p>to the buildings including all out-buildings 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, lawfully constructed.</p> <p>b) sub-section B: Public supply connections</p> <p>to public supply connections situated as stated in the schedule.</p> <p>B) Loss of rent as provided for in sub-section C: Rent.</p> <p>C) Legal liability as provided for in sub-section D: Liability.</p>
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**Sub-section A
Property**

2. Sub-section A: Property

- A) Fire, lightning, thunderbolt, subterranean fire, explosion.
- B) 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) loss of or damage to retaining walls;
 - c) loss or damage caused or aggravated by 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.
- C) Earthquake.
- D) Aircraft and other aerial devices or articles dropped therefrom.
- E) Impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes, vehicles or property in or on such vehicles.
- F) Theft (or any attempt thereat) accompanied by visible forcible and violent entry into or exit from such building. If any building insured or containing the insured property becomes unoccupied for 30 (thirty) consecutive days, this item is suspended as regards the property affected unless you obtain our written agreement to continue this extension before the occurrence of damage. During the period of the initial unoccupancy of 30 (thirty) consecutive days you shall become a co-insurer with us and shall bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.
- G) Accidental damage to sanitary ware.

**Sub-section B
Public supply connections**

3. Sub-section B: Public supply connections

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

**Sub-section C
Rent**

4. Sub-section C: Rent

- A) Loss of rent as a result of the property insured being so damaged by any of the perils specified rendering the property untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 25% (twenty-five percent) of the sum insured on the affected property.
- B) The basis of calculation shall be the rent payable immediately preceding the damage.

**Sub-section D
Liability**

5. Sub-section D: Liability

- A) Damages for which you shall become legally liable to pay consequent upon:
 - a) accidental death of or bodily injury to or illness of any person (hereinafter termed injury); or
 - b) 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.
- B) 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 our consent for any one event or series of events with one original cause or source shall not exceed the amount stated in **Addendum B**.
- C) Where more than one insured is named in the schedule, we will indemnify each insured separately and not jointly and any liability arising between such insureds shall be treated as though separate policies had been issued to each, provided that our combined aggregate liability shall not exceed the limit of indemnity stated in the schedule.
- D) Provided that our aggregate liability is not increased beyond the limit of indemnity stated, we will also indemnify as though a separate policy had been issued to each:
 - a) in the event of your death, or the death of any of your personal representatives in respect of liability incurred by you;
 - b) any of your partners, directors, members or employees (if you so request) against any claim for which you are entitled to indemnity under this insurance.

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

F2.5 Buildings Combined Extensions

You are also automatically covered for the following extensions.

Architects' and other professional fees

1. Architects' and other professional fees

- A) 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.
- B) Cover is limited to the percentage stated in **Addendum B** and provided that the total amount recoverable shall not exceed the sum insured on the property affected.
- C) The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of your claim.

Capital Additions

2. Capital Additions

- A) 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% (fifteen percent) of the sum insured thereon.
- B) You undertake to advise us each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.
- C) If the period of insurance is more often than quarterly, then the words 'each quarter' are amended to 'each month'.

Cost of demolition and clearing and erection of hoardings

3. Cost of demolition and clearing and erection of hoardings

- A) 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 shall not exceed the sum insured on the property affected.
- B) We will not pay for any costs or expenses:
- incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
 - arising from pollution or contamination of property not insured by this policy / section.

Fire extinguishing charges

4. Fire extinguishing charges

- A) Any costs relating to the extinguishing or fighting of fire shall be payable in addition to any other payment for which we may be liable in terms of this section, provided that:
- the fire extinguishing services were provided by a totally unrelated third party that specialises solely in fire-fighting as part of its ordinary business for commercial reward; and
 - you are legally responsible for the payment of such costs; and
 - the insured property was on fire or the insured property was in danger from the fire and it was reasonable under the circumstances to employ such fire extinguishing services to control and / or extinguish the fire.
- B) The cover under this extension is limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.
- C) Any costs relating to aerial water bombing or spotter planes are excluded under this extension.
- D) If you, or any related party, hold any other cover with us or Safire Crop Protection Co-operative Limited for the event, cover under this extension will be excluded.

Malicious damage

5. Malicious damage

- A) 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:
- a) movable property which is
 1. stolen;
 2. damaged in an attempt to remove it or part of it from any premises owned or occupied by you;
 - b) movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by you;
 - c) immovable property owned or occupied by you occasioned by or through or in consequence of:
 1. the removal or partial removal or any attempt thereof;
 2. the demolition or partial demolition or any attempt thereof;
 of the said immovable property or any part thereof with the intention of stealing any part thereof.
- B) This extension does not cover:
- a) loss or damage related to or caused by fire or explosion;
 - b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
 - c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - e) loss or damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism A) to F)** 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.
- C) If we allege that, by reason of B) above, loss or damage is not covered by this section, you shall bear the burden of proving the contrary.
- D) If any building insured or containing your property becomes unoccupied for 30 (thirty) consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless you, before the occurrence of any damage, obtain our written agreement to continue this extension. During the period of the initial unoccupancy of 30 (thirty) consecutive days you shall become a co-insurer with us and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

Municipal plans scrutiny fee

6. Municipal plans scrutiny fee

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

Power surge

7. Power surge

- A) This section has been extended to cover power surge damage to any electrical equipment whilst in the building(s) at the premises stated in the schedule.
- B) Our liability shall be limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.

Public authorities' requirements

8. Public authorities' requirements

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

- A) The amount recoverable under this clause shall not include:
 - a) the cost incurred in complying with any of the aforesaid regulations:
 - 1. in respect of damage occurring prior to granting of this clause;
 - 2. in respect of damage not insured by this section;
 - 3. under which notice has been served upon you prior to the happening of the damage;
 - 4. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;
 - 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.
- B) 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 our liability under this clause not being thereby increased.
- C) If our liability under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then our liability under this clause in respect of any such item shall be reduced in like proportion.
- D) The total amount recoverable under any item of this section shall not exceed the sum insured.

Security firms

9. Security firms – applicable to Sub-section D

- A) Notwithstanding **General Exclusion 4. Contractual liability**, 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 insured 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 sub-section includes such legal liability to the extent that indemnity would have been granted under this sub-section had the said employees been under a contract of service with you and not the security firm, but not exceeding the limit of liability stated in the schedule for this sub-section.
- B) If, at the time of an occurrence giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, we shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

Subsidence and landslip (limited cover)

10. Subsidence and landslip (limited cover)

- A) We cover loss or damage caused by subsidence or landslip resulting from the ground supporting such buildings being washed away by flowing surface water as a direct consequence of storm, flood, hail or snow.
- B) This extension does not cover:
 - a) destruction or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time;
 - b) loss, destruction or damage to swimming pools, tennis courts, driveways, paths, patios and terraces, unless specifically insured and the buildings are damaged at the same time;
 - c) damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;
 - d) work necessary to prevent further loss, destruction or damage;

- e) damage caused by or attributable to:
 - 1. faulty design or construction of any building situated at the insured premises; or
 - 2. the removal or weakening of support to any building situated at the insured premises;
 - 3. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 - 4. excavation on or under land other than excavations in the course of mining operations;
 - 5. the compaction of infill;
 - 6. normal settlement, shrinkage or expansion of the building;
 - f) consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.
- C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you shall bear the burden of proving the contrary.

Temporary removal

11. Temporary removal

Except in so far as otherwise insured, landlord's fixtures and fittings are covered while temporarily removed to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi, provided that the amount payable under this clause shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

Tenants

12. Tenants

Our liability to you shall not be affected by any act or omission on the part of any tenant (other than you) without your knowledge. You shall, however, inform us 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 you shall be responsible for any additional premium payable from the date any increased hazard shall be assumed by us.

F2.6 Buildings Combined Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Escalator clause

1. Escalator clause

- A) During each period of insurance, the sum(s) insured under sub-section A of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period.
- B) Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.
- C) At each renewal date, you shall notify us of the sum(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this clause shall cease to apply.
- D) The additional premium for this extension shall be 50% (fifty percent) of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

Geysers

2. Geysers, water containers, water tanks

- A) Cover under this section is extended to include damage to:
 - a) geysers;
 - b) water containers;
 - c) water tanks; or
 - d) water apparatus;
 (hereafter referred to as geysers) all forming part of the buildings stated in the schedule and caused by bursting and other accidental damage.
- B) Our liability shall be limited to the replacement value of the specified item or the sum insured stated in the schedule, whichever is the lesser.

- C) The conditions that are applicable to this extension are as follows:
 - a) cover only extends to include items that are declared and stated in the schedule;
 - b) cover only extends to include water pipes connected to and within 1 (one) meter of any insured geyser.
- D) For the purpose of this extension only, F2.2 Average shall be substituted by the following :

'If the actual number of geysers installed, at the date of the occurrence giving rise to the loss or damage, exceeds the number of geysers stated in the schedule, then we shall be liable under this extension only for that proportion of the loss or damage that the number stated in the schedule bears to the actual number installed. You shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly. Every building containing geysers insured in terms of this extension, if more than 1 (one), shall be separately subject to this condition.'

Riot and strike

3. Riot and strike

- A) 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:
 - a) civil commotion, labour disturbances, riot, strike or lock-out;
 - b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) 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 Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege that, by reason of B) above, loss or damage is not covered by this section, you shall bear the burden of proving the contrary.

Subsidence and landslip (full cover)

4. Subsidence and landslip (full cover) – Sub-section A only

If this optional extension is selected by you and you have paid the additional premium, then **Extension F2.5.10. Subsidence and landslip (limited cover)** is replaced by this optional extension:

- A) We cover loss, destruction of or damage to the buildings caused by subsidence or heave of the land supporting the buildings or landslip.
- B) This extension does not cover:
 - a) destruction or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time;
 - b) loss, destruction or damage to swimming pools, tennis courts, driveways, paths, patios and terraces, unless specifically insured and the buildings are damaged at the same time;
 - c) damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;
 - d) work necessary to prevent further loss, destruction or damage;
 - e) damage caused by or attributable to:
 - 1. faulty design or construction of any building situated at the insured premises; or
 - 2. the removal or weakening of support to any building situated at the insured premises;
 - 3. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 - 4. excavation on or under land other than excavations in the course of mining operations;
 - 5. the compaction of infill;

Prevention of access

- 6. normal settlement, shrinkage or expansion of the building;
- f) consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.
- C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you will bear the burden of proving the contrary.

5. Prevention of access – Sub-section C only

- A) If property within a 10 (ten) km radius of the premises stated in the schedule is lost or damaged by a peril defined in sub-section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this section, we will pay any loss of rent you may incur as a result thereof up to an amount not exceeding 25% (twenty-five percent) of the sum insured on the affected property.
- B) The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

F2.7 Buildings Combined Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Combustible materials warranty

1. Combustible materials warranty (if stated in schedule to apply)

The entire premises, including all areas around the buildings, will be kept clean and free of any combustible materials (other than stock) at all times.

Construction risk

2. Construction risk

- A) Whilst the building is in the course of structural alteration and / or renovation and until final completion and hand over by the contractor to you, we shall only be liable for loss or damage caused by or resulting from:
 - a) fire, lightning, explosion and earthquake.
- B) Notwithstanding the aforesaid, it is agreed that as regards that portion of the building not undergoing structural alterations or renovations, full cover as outlined in the policy is applicable.

Hot Works warranty

3. Hot Works warranty (if stated in schedule to apply)

You must comply with the following express warranties:

- A) All Hot Works carried out at the premises shall only be carried out by a suitable qualified person.
- B) You and the person conducting any Hot Works operation or work on your behalf must at all times comply with any applicable legislation relating to the carrying out of such works.
- C) You and the person conducting any Hot Works operation or work on your behalf must at all times comply with any applicable internal safety rules or procedures that had been adopted by you.
- D) All Hot Works shall, as far as is reasonably possible, only be carried out within a designated and suitably equipped welding bay or workshop area which has been prepared for such activity.
- E) Any Hot Works operations or works shall:
 - a) only be carried out when you, your employees, your contractor, your agents or any person under your control or authority has taken all reasonable precautions to prevent the occurrence of an uncontrolled fire and the spread thereof from the site where such Hot Works are being undertaken;
 - b) only be carried out when it is safe to do so from a general fire safety perspective, having regarded to generally accepted fire safety practises;
 - c) only be carried out when a person who is suitably qualified and experienced to conduct such Hot Works is personally present at the site where such hot Works are being undertaken. Such person shall be present at such site at all times whilst such Hot Works are being conducted;
 - d) only be carried out when there is adequate fire-fighting equipment present at the site where such Hot Works are being undertaken, having due regard to the specific conditions and circumstances (from a fire risk perspective) that may be present at such site;
 - e) only be carried out when the area in the immediate vicinity of the work has been cleared of all combustible material so as prevent the Hot Works from causing the general area where the works are being undertaken to be set on fire. In the event of the Hot Works being carried out overhead, the area beneath such overhead area must be cleared of all combustible material so as to prevent the Hot Works from causing the general area beneath the works from being set on fire;

- F) You shall ensure that any area in which Hot Works are carried out is monitored for a period of not less than 60 (sixty) minutes after each occasion that such Hot Works activity ceases, to ensure that no potential fire hazard exists.
- G) On completion of the Hot Works, all equipment utilised must be returned to their demarcated storage areas.
- H) You undertake at all times during the existence of this policy of the insurance, to create a written Hot Works policy, which policy must be implemented and enforced by you.
- I) As part of such Hot Works policy, it must require any person that intends to undertake any Hot Works operation at the premises to apply for the granted permission to conduct such works in accordance with the relevant Hot Works permit.
- J) Prior to you, your employees, your contractors, your agents or any person under your control or authority engaging in any Hot Works activities, you will ensure that:
 - a) the Hot Works Permit is duly completed, approved and signed-off by you or a senior member of management;
 - b) the person to whom such approval is granted understands the obligations imposed as set out in the Hot Works permit;
 - c) the person to whom such approval is granted undertakes to comply with the obligations imposed as set out in the Hot Works Permit.
- K) In the event that we allege that a fire arose from or was in any manner connected to or caused by the Hot Works, the onus will be on you to prove that such fire did not arise from, nor was connected to nor caused by such Hot Works.

Infrared thermography warranty

4. Infrared thermography warranty (if stated in schedule to apply)

- A) At least once during each 12 (twelve) month period, calculated from the date of inception or renewal of the policy, you must carry out an infrared thermography analysis of all electrical distribution boards and machinery containing bearings, coils and similar heat generating moving components.
- B) Should such analysis reveal any potential ignition points or identify any safety or risk issues, such potential ignition points or concerns must be addressed and rectified (by carrying out all necessary remedial / preventative / proactive maintenance measures) without undue delay.
- C) On completion of such remedial / preventative / proactive maintenance measures, a further infrared thermography analysis of such installations must be conducted in order to confirm that any potential hazards have been adequately attended to. Such further infrared thermography analysis must be attended to within 30 (thirty) days of the completion of such remedial / preventative / proactive maintenance measures.
- D) All of the above activities must be documented in a written report and a record of such report must be maintained on site at the said premises.

Mortgagee

5. Mortgagee

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

Railway and other subrogation

6. Railway and other subrogation

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

Reinstatement Value condition

7. Reinstatement Value condition

- A) In the event that your property, other than stock, is damaged by any of the insured events as set out below, we shall either reinstate or replace the property with property of substantially the same kind or type, but not superior nor more extensive than the property when new, provided that:
- the replacement or reinstatement must take place on the same site;
 - the work of replacement or reinstatement must be carried out without unreasonable delay. In the event that we determine, at our discretion, that you have failed to carry out the replacement or reinstatement without unreasonable delay, we will only compensate you up to the amount which would have been payable under this section if these Reinstatement Value conditions had not been incorporated (that is on an indemnity settlement basis);
 - until you have incurred the full expenditure required in order to replace or reinstate the damaged property, we shall not be liable for any payment in excess of the amount which would have been payable under this section if these conditions had not been incorporated (that is on an indemnity settlement basis).
- B) If at the time of replacement or reinstatement the total cost which would have been incurred in replacement or reinstatement of the property, assuming that the whole property had been destroyed, exceeds the sum insured at the date that such damage occurred, you will be considered to be your own insurer for the difference between these two amounts and must bear a rateable proportion of the loss. Every item, if more than 1 (one), of this section is separately subject to this provision.
- C) You will not be covered under this clause if:
- you fail to advise us of your intention to replace or reinstate the damaged property within **90 (ninety) days** of the date that such damage occurs; and
 - you are unable or unwilling to replace or reinstate the property on the same site on which the buildings were located.

Thatch risks

8. Thatch risks

- A) This section specifically excludes loss or damage to property by fire caused directly as a result of lightning or thunderbolt unless the property is protected by an SABS or other approved lightning conductor.
- B) In the event of a fire, the onus of proof that the fire was not as a result of lightning rests with you. However, in the event of loss or damage by fire spreading from a neighbour's property where the proximate cause of such fire is attributed to lightning or thunderbolt, this exclusion will not apply.

Unoccupied building(s)

9. Unoccupied building(s)

- A) Valuables, personal property and clothing are not covered if the building is left unattended for more than 48 (forty-eight) consecutive hours.
- B) Unless the building is occupied by you, loss or damage by theft is not covered unless accompanied by visible forcible and violent entry to / exit from the building.
- C) It is a condition of this insurance that the building must be inspected at least fortnightly by an authorised person.
- D) The applicable excesses are as per **Addendum A**.

F2.8 Buildings Combined Exclusions

You are not covered for the following.

These specific exceptions are applicable to Sub-section D: Liability.

Members of your household

1. Members of your household

- A) We will not indemnify you under this sub-section in respect of injury or damage sustained by:
- a) any member of your household;
 - b) any person employed by you under a contract of service or apprenticeship and arising directly from and in the course of such employment by you;
 - c) any other person resulting from the ownership of or use by or on your behalf of mechanically propelled vehicles (except pedal cycles and lawnmowers).

Damage to property

2. Damage to property

- A) We will not indemnify you under this sub-section in respect of damage to property:
- a) belonging to you or in your custody or control or in the custody or control of any of your employees;
 - b) caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

Seepage, pollution or contamination

3. Seepage, pollution or contamination

We will not indemnify you under this sub-section in respect of:

- A) Liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
- B) The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
- C) A) and B) shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.

Jurisdiction

4. Jurisdiction

We will not indemnify you under this sub-section in respect of:

- 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 Eswatini.
- B) Costs and expenses of litigation recovered by any claimant from you which are not incurred in and recoverable in the area described in A) above.

SECTION

F03. OFFICE CONTENTS

F3.1 Office Contents Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule. Herein referred to as 'you' / 'your'.
Documents	<p>The term 'documents' shall mean films, tapes, 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.</p> <p>This excludes:</p> <ul style="list-style-type: none"> o 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 o all property carried or held as samples or for sale or for delivery after sale; and o computer software and computer data-carrying media unless otherwise stated in the schedule.
Electronic data processing equipment	Computer equipment and associated hardware and peripherals (whether networked or not) including printers, scanners, copiers as well as software and all data stored thereon.

F3.2 Office Contents Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance	It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	<p>A) If, at the time of loss or damage, the cost of replacing the property insured as new is greater than the individual or collective sum insured, you will be responsible for the difference and will bear a rateable proportion of the loss or damage accordingly. If more than 1 (one) item is insured under this section, each item is separately subject to this clause.</p> <p>B) This specific condition does not apply to F3.4.2 Sub-section A: Contents F below.</p>

F3.3 Office Contents Excess

The amount payable by you.

Excess	Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and Addendum A .
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F3.4 Office Contents Cover

You are covered for the following.

Defined events

1. Defined events

We will indemnify you for:

- A) Loss of or damage to:
 - a) the contents, including landlord's fixtures and fittings, of your property or for which you are responsible, other than:
 - 1. documents as defined and insured under sub-section C; and
 - 2. electronic data processing equipment; and
 - b) (unless otherwise stated in the schedule, to the extent that the same is not otherwise insured) property owned by any of your partners, directors or employees up to the amount stated in **Addendum B**, 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: Contents**;
- B) Loss of or damage to the whole or part of documents and which are insured under **sub-section C: Documents** and the consequences thereof insured under **sub-section D: Legal liability - documents**;
 - C) Loss and / or expenditure described in **sub-sections B: Rent** and **E: Increase in cost of working**.

Sub-section A Contents

2. Sub-section A: Contents

- A) Fire, lightning, thunderbolt, subterranean fire, explosion.
- B) 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.
- C) Earthquake, excluding loss of or damage to property in the underground workings of any mine.
- D) Aircraft and other aerial devices or articles dropped therefrom.
- E) Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.
- F) Accidental breakage of mirror glass, plate glass tops to furniture, or fixed glass forming part of any article of furniture.
- G) Theft accompanied by visible forcible and violent entry into or exit from the office premises or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence, provided that:
 - a) we will not be liable under this sub-section for theft or attempted theft by any of your principals, partners, directors or employees; and
 - b) the maximum amount payable in respect of theft will not exceed the percentage stated in **Addendum B**, less its first amount payable.

Limitation:

Our 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 in the preparation of such documents, manuscripts, business books, plans, designs, patterns, models and moulds.

Sub-section B Rent

3. Sub-section B: Rent

We will indemnify you for:

- A) 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.
- B) The indemnity under this sub-section shall not exceed the percentage stipulated in **Addendum B**.
- C) For the purpose of this sub-section, the term 'office premises' shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

**Sub-section C
Documents**

4. Sub-section C: Documents

- A) We will indemnify you for loss of or damage to documents normally kept at the office premises by any peril not specifically excluded.
- B) Our liability under this sub-section includes all costs, charges and expenses incurred by you in replacing or restoring such documents
- C) Our liability is limited to the amount stated in the schedule.

**Sub-section D
Legal liability -
documents**

5. Sub-section D: Legal liability – documents

We will indemnify you in respect of legal liability arising as a direct consequence of loss of or damage to documents, as defined, and in respect of which payment, reinstatement or repair has been made or liability admitted by us 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.

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

6. Sub-section E: Increase in cost of working

We will indemnify you for:

- A) 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 therefore admitted by us under sub-sections A or C.
- B) The indemnity under this sub-section shall not exceed the percentage stipulated in **Addendum B**.

F3.5 Office Contents Extensions

You are also automatically covered for the following extensions.

Capital additions

1. Capital additions

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding 15% (fifteen percent) of the sum insured thereon, it being understood that you undertake to advise us each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon. If the period of insurance is more often than quarterly then the words 'each quarter' are amended to 'each month'.

**Fire
extinguishing
charges**

2. Fire extinguishing charges

- A) Any costs relating to the extinguishing or fighting of fire shall be payable in addition to any other payment for which we may be liable in terms of this section, provided that:
 - a) the fire extinguishing services were provided by a totally unrelated third party that specialises solely in fire-fighting as part of its ordinary business for commercial reward; and
 - b) you are legally responsible for the payment of such costs; and
 - c) the insured property was on fire or the insured property was in danger from the fire and it was reasonable under the circumstances to employ such fire extinguishing services to control and / or extinguish the fire.
- B) The cover under this extension is limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.
- C) Any costs relating to aerial water bombing or spotter planes are excluded under this extension.
- D) If you, or any related party, hold any other cover with us or Safire Crop Protection Co-operative Limited for the event, cover under this extension will be excluded.

Locks and keys

3. Locks and keys

- A) In addition to the limit of indemnity stated in the schedule, we 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.
- B) Our liability shall not exceed the amount stated in **Addendum B**.

Malicious damage

4. Malicious damage

- A) 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:
- a) movable property which is stolen or damaged in an attempt to remove it or part of it from any premises owned or occupied by you;
 - b) movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by you;
 - c) immovable property owned or occupied by you occasioned by or through or in consequence of:
 1. the removal or partial removal or any attempt thereof; or
 2. 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.
- B) 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 Exclusion 16. War, riot and terrorism A) to F)** 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.
- C) If we allege that, by reason of B) above, loss or damage is not covered by this section, you shall bear the burden of proving the contrary.
- D) If any building insured or containing the insured property becomes unoccupied for 30 (thirty) consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless you, before the occurrence of any damage, obtain our written agreement to continue this extension. During the period of the initial unoccupancy of 30 (thirty) consecutive days, you shall become a co-insurer with us and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

Power surge

5. Power surge

- A) This section has been extended to cover power surge damage to any electrical equipment whilst in the building(s) at the premises stated in the schedule.
- B) Our liability shall be limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.

Removal of debris

6. Removal of debris

- A) 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 insured property by any peril hereby insured against, provided that our liability for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.
- B) We will not pay for any costs or expenses:
- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
 - b) arising from pollution or contamination of property not insured by this policy / section.

Temporary removal

7. Temporary removal

Except in respect of the personal property of any of your partners, directors or employees, loss of or damage to the insured property by any peril hereby insured against while such property is temporarily contained in any building in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe or Malawi shall be deemed to be loss or damage happening while such property is contained in the office premises.

Temporary repairs and measures after loss

8. Temporary repairs and measures after loss

- A) 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 the insured property by any peril hereby insured against.
- B) Our liability for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

F3.6 Office Contents Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Riot and strike

1. Riot and strike

- A) 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:
 - a) civil commotion, labour disturbances, riot, strike or lock-out;
 - b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) 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; or
 - e) loss or damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege that, by reason of B) above, loss or damage is not covered by this section, you shall bear the burden of proving the contrary.

Theft without forcible entry / exit

2. Theft without visible forcible entry / exit

If this optional extension has been selected, the following replaces **peril G)** applicable to **F3.4.2. Sub-section A: Contents:**

- A) Theft or any attempt thereof other than by any of your principals, partners, directors or employees provided that:
 - a) the amount payable will be reduced by the first amount payable shown in the schedule for this extension;
 - b) the maximum amount payable will not exceed the percentage stated in **Addendum B.**

F3.7 Office Contents Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Alterations and misdescription

1. Alterations and misdescription

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

Burglar alarm

2. Burglar alarm warranty (if stated in the schedule)

- A) If this warranty is stated in the schedule to apply, we shall compensate you for theft or attempted theft, only if:
- an alarm system is installed at the premises and is in full working order; and
 - the alarm is linked to a company providing armed response.
- B) It is further warranted that:
- the burglar alarm installed at the premises shall be made fully operative whenever the premises are not open for business unless any of your principals, partners, directors or employees are on the premises;
 - such alarm shall be maintained in proper working order but you shall be deemed to have discharged your liability in this regard if you have maintained your obligations under a contract with the suppliers or servicing engineers of the alarm system.
- C) We shall also compensate you in the event that the key / code to the alarm system was obtained by assault, violence or threat of violence to you or any other key / code holder.

New and additional premises

3. New and additional premises

- A) If you occupy offices or consulting rooms other than those situated as stated in the schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe or Malawi, the insurance afforded by this section shall apply as though such offices or consulting rooms were office premises within the meaning of this section provided that:
- you shall, within 30 (thirty) days of taking occupation, advise us thereof and pay additional premium calculated *pro rata* from the time of taking occupation until the end of the then current period of insurance; and
 - this clause shall not apply to any loss if and so far as the same is otherwise insured.

Replacement value condition

4. Replacement value condition

- A) The basis upon which the amount payable for a claim in respect of contents is calculated shall be either:
- the replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new; or
 - the repair of the contents to a condition substantially the same as but not better than its condition when new.
- B) 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 shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Tenants

5. Tenants

- A) Our liability to you shall 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.
- B) You shall, however, inform us 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 you will be responsible for any additional premium payable from the date any increased hazard shall be assumed by us.

F3.8 Office Contents Exclusions

You are not covered for the following.

These specific exceptions are applicable to Sub-section A: Contents.

Designs, patterns, models

1. Designs, patterns, models or moulds

This sub-section does not cover designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of sub-section A), stock in trade, samples, motor vehicles and accessories therefore, money, securities, stamps, jewellery or precious stones.

Territorial limits

2. Territorial limits

This sub-section does not cover property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia and Malawi.

These specific exceptions are applicable to Sub-section C: Documents.

Dishonesty of any principal or partner

1. Dishonesty of any principal, partner or director

- A) This sub-section does not cover loss or damage caused by the dishonesty of any of your principals, partners or directors whether acting alone or in collusion with the others.
- B) This exception shall not apply to any director who is also your employee 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.

Electric, electronic or magnetic damage

2. Electric, electronic or magnetic damage

This sub-section does not cover loss or damage caused by electric or electronic or magnetic damage, disturbance or erasure of electronic or magnetic recordings except by lightning.

Processing or copying

3. Processing or copying

This sub-section does not cover loss or damage caused by processing, copying or other work upon the documents.

Reshooting films

4. Reshooting films

This sub-section does not cover costs involved in reshooting films and videos and rerecording audio tapes.

SECTION

F04. BUSINESS INTERRUPTION

F4.1 Business Interruption Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule. Herein referred to as 'you' / 'your'.
Damage	Those perils insured under the Fire section of this policy.
Indemnity period	The period beginning with the commencement of the damage and ending not later than the number of months thereafter stated in the schedule during which the results of the business shall be affected in consequence of the damage.
Turnover	The money paid or payable to you for goods sold and delivered and for services rendered in the course of the business at the premises.
Revenue	The money paid or payable to you for goods sold and for services rendered in the course of the business at the premises.
Gross rentals	The money paid or payable to you by tenants in respect of rental of the premises and for services rendered.
Gross profit (difference basis)	The amount by which: <ul style="list-style-type: none"> a) the sum of the turnover and the amount of the closing stock shall exceed b) the sum of the amount of the opening stock and the amount of the uninsured costs. The amount of the opening and closing stocks shall be arrived at in accordance with your normal accountancy methods, due provision being made for depreciation.
Gross profit (additions basis)	The sum produced by adding to the net profit the amount of the insured standing charges (fixed costs) or, if there is no net profit, the amount of the insured standing charges (fixed costs) less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges (fixed costs) of the business.
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from your business at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
Uninsured costs	As specified in the schedule (the words and expressions used shall have the meaning usually attached to them in your books and accounts).
Insured standing charges (fixed costs)	As specified in the schedule (the words and expressions used shall have the meaning usually given to them in your books of account). Standard charges are also referred to as 'fixed costs'.
Standard turnover	<p>The turnover (revenue) (gross rentals) during that period in the 12 (twelve) months immediately before the date of the damage which corresponds with the indemnity period;</p> <p>to which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.</p>
Standard revenue	
Standard gross rentals	

Annual turnover
Annual revenue
Annual gross rentals

The turnover (revenue) (gross rentals) during the 12 (twelve) months immediately before the date of the damage; to which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.

Rate of gross profit

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

Note
(in respect of Standard turnover, Annual turnover and Rate of gross profit)

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

Memo

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

F4.2 Business Interruption Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance

It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average may apply.

F4.3 Business Interruption Cover

You are covered for loss or damage by the following insured events.

Defined events

- 1. Defined events**
 - A) 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 Fire section of this policy;
 - b) the Buildings combined section of this policy;
 - c) the Office contents section of this policy;
 - d) any other material damage insurance covering the interest of the insured but only in respect of damage.
 - B) Liability shall be deemed to have been admitted if such payment is precluded solely because you are required to bear the first portion of the loss.
 - C) We will indemnify you in accordance with the provisions of the specification hereinafter set out.

F4.4 Business Interruption Extensions

Extensions to other premises

1. Extensions to other premises

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

a) Additional premises

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

b) Contract sites

Any situation not occupied by you where you are carrying out a contract.

c) Prevention of access

1. Destruction of or damage to property within a 10 (ten) km radius of your premises, which destruction or damage shall prevent or hinder the use of the premises or access thereto, whether the premises or your property therein shall be damaged or not.
2. Cover is limited to the percentage and time period stated in **Addendum B**.

d) Storage, transit and vehicle

Your property whilst stored or whilst in transit by air, road, rail or inland waterway or being your motor vehicles elsewhere than at premises occupied by you.

Geographical limits

2. Geographical limits

- A) The geographical limits of:

a) **F4.4.1. Extensions to other premises A)a) and A)b)**; and

b) the extended covers provided in terms of:

1. **F4.5.2. Extensions to other premises**;
2. **F4.5.3. Public telecommunications – extended cover**; and
3. **F4.5.4. Public utilities – extended cover**

are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi.

- B) The geographical limit of **F4.4.1. Extensions to other premises A)d)** is confined to the Republic of South Africa and Namibia.

F4.5 Business Interruption Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Accidental damage

1. Accidental damage

The following defined event is added:

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

a) the Accidental Damage section of this policy provided that:

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

Extensions to other premises

2. Extensions to other premises

- A) Loss as insured by this section resulting from interruption of or interference with the business in consequence of damage at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from damage to property used by you at the premises.
- a) Customers (if stated in the schedule to be included)**
The premises of the customers specified in the schedule limited to the percentage stated in **Addendum B.**
- b) Prevention of access - extended cover (if stated in the schedule to be included)**
1. Property within a 10 (ten) km radius of the premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or your property therein shall be damaged or not.
 2. Cover is limited to the percentage and time period stated in **Addendum B.**
- c) Public telecommunications - insured perils only (if stated in the schedule to be included)**
1. Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to you;
 2. The transmission facilities network of the public authority mentioned in 1.
 3. Cover is limited to the percentage stated in **Addendum B.**
- d) Public utilities - insured perils only (if stated in the schedule to be included)**
1. 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.
 2. Cover is limited to the percentage stated in **Addendum B.**
- e) Specified suppliers / sub-contractors (if stated in the schedule to be included)**
1. The premises of the suppliers and sub-contractors specified in the schedule subject to stated limits.
 2. Cover is limited to the percentage stated in **Addendum B.**
- f) Unspecified suppliers (if stated in the schedule to be included)**
1. The premises of any other of your suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which you obtain electricity, gas or water subject to the limit stated in the schedule.
 2. Cover is limited to the percentage stated in **Addendum B.**

F4.6 Business Interruption Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Accountants

1. Accountants

Any particulars or details contained in your books of account or other business books or documents which may be required by us 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 shall be prima facie evidence of the particulars and details to which it relates.

Accumulated stocks

2. Accumulated stocks

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

Departmental clause

3. Departmental clause

- A) If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items 1 (gross profit), 2 (gross rentals) or 3 (revenue) relating to reduction in turnover / gross rentals / revenue and increase in cost of working, shall apply separately to each department or branch affected by the damage.
- B) This clause will not apply 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

Deposit premium

or branch, whether or not affected by the damage, (to the relative annual turnover thereof) (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12 (twelve)), the amount payable shall be proportionately reduced.

4. Deposit premium

A) In consideration of the premium by items 1, 2 or 3 being provisional in that it is calculated on 75% (seventy-five percent) of sum insured, the premium is subject to adjustment on expiry of each period of 12 (twelve) consecutive months from the inception date or anniversary date 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 12 (twelve)) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% (seventy-five percent) of the sum insured thereon, a *pro rata* return additional premium not exceeding 33.33% (thirty-three and one third percent) of the provisional premium paid for such period of insurance will be made in respect of the difference.'

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

Item 1 Gross profit (difference basis)

5. Item 1: Gross profit (difference basis)

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

- a) reduction in turnover; and
- b) increase in cost of working.

B) The amount payable as indemnity hereunder shall be:

- a) in respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover;
- b) in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided, less:
 - 1. any sum saved during the indemnity period in respect of such of the charges; and
 - 2. expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage;

provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 (twelve) months.

Item 1 Gross profit (additions basis)

6. Item 1: Gross profit (additions basis)

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

- a) reduction in turnover; and
- b) increase in cost of working.

B) The amount payable as indemnity hereunder shall be:

- a) in respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover;
- b) in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided, less any sum saved during the indemnity period in respect of such of the insured standing charges (fixed costs) as may cease or be reduced in consequence of the damage;

provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the

maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 (twelve) months.

Memo

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

Item 2: Gross rentals

7. Item 2: Gross rentals

- A) The insurance under this item is limited to:
 - a) loss of gross rentals; and
 - b) increase in cost of working.
- B) The amount payable as indemnity hereunder shall be:
 - a) in respect of loss of gross rentals the amount by which the gross rentals during the indemnity period shall in consequence of the damage fall short of the standard gross rentals;
 - 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:
 - 1. any sum saved during the indemnity period in respect of such of the charges; and
 - 2. expenses of the business payable out of gross rentals as may cease or be reduced in consequence of the damage;

provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 (twelve) months.

Item 3: Revenue

8. Item 3: Revenue

- A) The insurance under this item is limited to:
 - a) loss of revenue; and
 - b) increase in cost of working.
- B) The amount payable as indemnity hereunder shall be:
 - a) in respect of loss of revenue, the amount by which the revenue during the indemnity period shall, in consequence of the damage, fall short of the standard revenue;
 - b) in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of loss of revenue thereby avoided less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the damage;

provided that the amount payable shall be proportionately reduced if the sum insured in respect of revenue is less than the annual revenue where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 (twelve) months.

Item 4: Additional increase in cost of working

9. Item 4: Additional increase in cost of working

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

**Item 5: Wages
(number of
weeks basis)**

10. Item 5: Wages (number of weeks basis)

- A) The insurance under this item is limited to the loss incurred by you by the payment of wages for a period beginning with the occurrence of the damage and ending not later thereafter than the number of weeks specified in the schedule.
- B) The amount payable as indemnity under this item will be:
 - a) the actual amount which you shall pay as wages for such period to employees whose services cannot, in consequence of the damage, be utilised by you at all; and
 - b) an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the damage, be utilised by you to the full.
- C) If the sum insured by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the damage had the damage not occurred, the amount payable will be proportionately reduced.

**Item 6: Fines and
penalties**

11. Item 6: Fines and penalties for breach of contract

- A) The insurance under this item is limited to fines or penalties for breach of contract, provided that the contract has been entered to in writing.
- B) The amount payable as indemnity hereunder shall be such sums as you shall be legally liable to pay and shall pay in discharge of fines or penalties incurred solely in consequence of damage for non-completion or late completion of orders.

**Discontinuation
of business**

12. Discontinuation of business

The insurance under this section shall cease if the business is wound up or carried on by a liquidator or judicial manager (whether provisionally or finally) or is permanently discontinued, except with our written agreement.

**Goods sold
elsewhere**

13. Goods sold / services rendered elsewhere

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

Mitigation of loss

14. Mitigation of loss and formulation of claim

- A) On the happening of any damage in consequence of which a claim may be made under this section, you shall, in addition to complying with **General Condition 6. Claims** and **General Condition 20. Our rights after an event**, 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.
- B) In the event of a claim being made under this section you shall, not later than 30 (thirty) days after the expiry of the indemnity period, or within such further time as we may in writing allow, at your own expense deliver to us 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 therefrom.
- C) No claim under this section shall be payable unless the terms of this specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to us forthwith.

**Output clause
Alternative basis**

15. Output (alternative basis) clause

- A) At your option, the term 'output' may be substituted for the term 'turnover' and, for the purposes of this section, output shall mean the sale or transfer value, as shown in 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 shall be operative in connection with any one event resulting in interruption;
 - b) if the meaning of output be used:
 - 1. the accumulated stocks clause shall be inoperative;
 - 2. the memo at the end of the definitions shall read as follows:
'If, during the indemnity period, goods shall be manufactured or processed other than at the premises for the benefit of the business either by you or by others on your behalf, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period.'

Salvage sale

16. Salvage sale

If you shall hold a salvage sale during the indemnity period, **F4.6.5. Item 1: Gross profit B)a)** shall, for purposes of such claim, read as follows:

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

SECTION

F05. ACCOUNTS RECEIVABLE

F5.1 Accounts Receivable Definitions

The definitions to be used in this section.

The Insured

The policyholder named in the schedule. Herein referred to as 'you' / 'your'.

Outstanding debit balances

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

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the damage; and
3. any abnormal condition of trade which had or could have had a material effect on the business;

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the damage had the damage not occurred.

F5.2 Accounts Receivable Cover

You are covered for the following.

Defined events

1. Defined events

- A) Loss or damage as a result of accident or misfortune (hereinafter termed damage) to your books of account or other business books or records at the premises or at the residence of any director, partner or employee or the premises of any of your accountants, in consequence whereof you are unable to trace or establish the outstanding debit balances in whole or part due to you.
- B) If, because of imminent danger of their destruction, such books of account or other business books or records are removed to a place of safety, the insurance hereunder shall apply if such goods are destroyed, damaged or lost as aforesaid during such removal or while so located or being returned to the premises, provided that you shall notify us in writing of such removal within 30 (thirty) days thereafter.
- C) We will also pay all reasonable collection costs and expenses incurred by you in excess of normal collection costs and expenses made necessary because of such damage.
- D) Our liability shall not exceed the sums insured stated in the schedule and the basis of indemnity will be as set out in the specification which forms part of this section.

Specification

2. Specification

- A) The insurance under this section is limited to the loss sustained by you in respect of outstanding debit balances directly due to the damage and the amount payable shall not exceed:
 - a) the difference between:
 1. the outstanding debit balances; and
 2. the total of the amounts received or traced in respect thereof; **plus**
 - b) the additional expenditure incurred in tracing and establishing customers' debit balances after the damage;
- B) If the sum insured under this item is less than the outstanding debit balances, the amount payable shall be proportionately reduced.

F5.3 Accounts Receivable Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Riot and strike

1. Riot and strike

- A) 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:
- civil commotion, labour disturbances, riot, strike or lock-out;
 - the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) This extension does not cover:
- loss or damage occurring in the Republic of South Africa and Namibia;
 - consequential or indirect loss or damage of any kind or description whatsoever;
 - loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
 - loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - loss or damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege that, by reason of proviso B), loss or damage is not covered by this section, you shall bear the burden of proving the contrary.

Transit

2. Transit

The insurance under this section includes loss as defined to your books of account or other business books or records whilst in transit to or from the premises or residence of any of your directors, partners, employees or accountants.

F5.4 Accounts Receivable Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Accountants

1. Accountants

Any particulars or details contained in your books of account or other business books or records which may be required by us 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 shall be prima facie evidence of the particulars and details to which it relates.

Adjustment

2. Adjustment

- A) In consideration of the premium under this section being provisional in that it is calculated on 75% (seventy-five percent) of the sum insured, the premium will be adjusted as follows:
- On the expiry of each period of 12 (twelve) consecutive months from the inception date or the anniversary date, the actual premium shall be calculated at the rate percent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations;
 - If the actual premium is greater than the provisional premium, you shall pay the difference;
 - If it is less, the difference shall be repaid to you, but such repayment shall not exceed 33,3% (thirty-three and one third percent) of the annual provisional premium paid.
- B) If the amount of a declaration exceeds the sum insured applicable at the date of such declaration, then for the purposes of this memorandum only, you shall be deemed to have declared such sum insured.

Declarations

3. Declarations

You shall, within 60 (sixty) days of the end of each month or other agreed period, provide us with a signed statement showing the total amount outstanding in customers' accounts as set out in your accounts as at the end of the said month or agreed period.

Duplicate records

4. Duplicate records

You must maintain electronic duplicates of your books of account or other business books or records containing details of outstanding balances and such duplicates must be stored at different premises from the originals.

Protections

5. Protections warranty (if stated in the schedule to apply)

Your books of account, or other business books or records containing details of outstanding balances, must be kept in a fire-resistant safe, cabinet or strong room outside business hours unless they are being worked on or are required for immediate reference.

F5.5 Accounts Receivable Exclusions

You are not covered for the following.

Magnetic damage or erasure

1. Magnetic damage or erasure

We will not pay for loss resulting from loss or damage to the books of account or other business books or records caused by electrical or electronic or magnetic damage, disturbances or erasure unless you maintain the duplicate records referred to in the Duplicate Records clause of this section.

SECTION F06. THEFT

F6.1 Theft Definitions

The definitions used in this section.

The Insured

The policyholder named in the schedule. Herein referred to as 'you' / 'your'.

F6.2 Theft Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

F6.3 Theft Cover

You are covered for the following.

Defined events

1. Defined events

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

F6.4 Theft Extensions

You are also automatically covered for the following.

Additional premises

1. Additional premises

- A) The insurance under this section extends to cover loss of or damage to the property insured whilst in a building at any additional premises used by you provided that:
 - a) we are advised of such additional premises within 30 (thirty) days from the time the risk attaches to us;
 - b) an additional premium, if applicable, is paid;
 - c) our liability in respect of this extension shall not exceed 50% (fifty percent) of the highest amount stated in the schedule applicable to any 1 (one) premises.

Hidden thieves

2. Hidden thieves

The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by a thief or thieves hidden on the insured premises before close of business.

Damage to buildings

3. Damage to buildings

- A) In addition to the limit of indemnity stated in the schedule:
- a) the insurance under this section includes:
 1. damage to the buildings (including landlord's fixtures and fittings to the extent that you are responsible for these in terms of your lease agreement) at the insured premises in the course of theft or any attempt thereat;
 2. loss of buildings, landlord's fixtures and fittings at the insured premises as a result of theft accompanied by visible forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence;
 - b) we will reimburse you all reasonable costs and expenses in effecting temporary repairs and in taking temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section, provided that our liability shall not exceed the amounts stated in **Addendum B**.

Locks and keys

4. Locks and keys

- A) In addition to the limit of indemnity stated in the schedule we will indemnify you in respect of the cost of replacing locks and keys to any insured 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.
- B) Our liability shall not exceed the amount stated in **Addendum B**.

Personal effects

5. Personal effects

- A) The term all contents includes personal effects, tools and pedal cycles, your property or the property of any of your principals, partners, directors or employees insofar as such property is not otherwise insured.
- B) Our liability shall not exceed the amount stated in **Addendum B**.

Skeleton keys

6. Skeleton keys

- A) The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by entry to and / or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key) provided that you shall establish to our satisfaction that such a skeleton key or device was used.
- B) Our liability shall not exceed the amount stated in **Addendum B**.

F6.5 Theft Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Burglar alarm

1. Burglar alarm warranty (if stated in the schedule)

- A) If this warranty is stated in the schedule to apply, we shall compensate you for theft or attempted theft, only if:
- a) an alarm system is installed at the premises and is in full working order; and
 - b) the alarm is linked to a company providing armed response.
- B) It is further warranted that:
- a) the burglar alarm installed at the premises shall be made fully operative whenever the premises are not open for business unless any of your principals, partners, directors or employees are on the premises;
 - b) such alarm shall be maintained in proper working order but you shall be deemed to have discharged your liability in this regard if you have maintained your obligations under a contract with the suppliers or servicing engineers of the alarm system.
- C) We shall also compensate you in the event that the key / code to the alarm system was obtained by assault, violence or threat of violence to you or any other key / code holder.

Documents

2. Document, manuscripts, plans and moulds

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

Nature of risk

3. Nature of risk

This section shall be voidable if the nature of the risk is materially altered without our prior written consent.

F6.6 Theft Exclusions

You are not covered for the following.

Fire section

1. Fire section

We shall not be liable for loss or damage which can be insured under the Fire section of this policy except in the case of explosion caused in an attempt to effect entry.

Glass and Motor sections

2. Glass and Motor sections

We shall not be liable for loss or damage insurable under the Glass and Motor sections of this policy.

Negotiable instruments

3. Negotiable instruments

We shall not be liable for loss of or damage to cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature, unless specified in the schedule.

Pleasure craft or aircraft

4. Pleasure craft or aircraft

We shall not be liable for loss of or damage to pleasure craft or aircraft.

Property more specifically insured

5. Property more specifically insured

We shall not be liable for property more specifically insured.

SECTION F07. MONEY

F7.1 Money Definitions

The definitions used in this section.

The Insured	The policyholder named in the schedule. Herein referred to as 'you' / 'your'.
Money	Cash, bank and currency notes (excluding all crypto-currency), postal orders, money orders, current negotiable postage, revenue and holiday stamps, non-electronic vouchers and documents, certificates or other instruments of a negotiable nature, forming part of your property or for which you are responsible.
Receptacle	Any safe, strong room, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.
Clothing	Clothing and personal effects not otherwise insured belonging to you or to any of your principals, partners, directors or employees.

F7.2 Money Excess

The amount payable by you.

Excess	Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and Addendum A .
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F7.3 Money Cover

You are covered for the following.

Defined events	<ol style="list-style-type: none"> Defined events <ol style="list-style-type: none"> Loss of or damage to money occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Eswatini, Zimbabwe and Malawi except if otherwise specified. Our liability for all loss or damage arising from all occurrences or a series consequent upon or attributable to one source or original cause shall not exceed the specific limitations stated in the schedule.
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F7.4 Money Extensions

You are also automatically covered for the following.

Locks and keys	<ol style="list-style-type: none"> Locks and keys <ol style="list-style-type: none"> In addition to any payment in respect of a defined event, we will indemnify you in respect of the cost of replacing locks and keys to any receptacle at the insured premises following upon the disappearance of any key to such receptacle or following upon you having reason to believe that any unauthorised person may be in possession of a duplicate of such key. Our liability shall not exceed the amount stated in Addendum B.
Receptacles and clothing	<ol style="list-style-type: none"> Receptacles and clothing <ol style="list-style-type: none"> In addition to any payment in respect of a defined event, we will indemnify you in respect of receptacles and clothing lost or damaged as a result of theft of money or attempted theft of money. Our liability shall not exceed the amounts stated in Addendum B.

Skeleton keys

3. Skeleton keys

- A) 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 shall establish to our satisfaction that a skeleton key or device was used.
- B) Our liability shall not exceed the amounts stated in **Addendum B**.

F7.5 Money Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Collectors or roundsmen

1. Collectors or roundsmen

Cover is extended to include loss of or damage to money in the custody or control of 1 (one) or more collectors or roundsmen.

Personal accident (assault)

2. Personal accident (assault)

- A) The term 'defined events' in this section shall be deemed to include bodily injury caused by accidental, violent external and visible means as a result of theft, or any attempt thereof, to you or to any of your principals, partners, directors or employees (hereinafter in this extension referred to as such person) while such person is acting in the course of his duties in your employ.
- B) We 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 (twenty-four) calendar months in:

a) Death	the capital sum
b) permanent disability	the percentage of the capital sum specified in Addendum C
c) total and absolute incapacity from following usual business or occupation	the weekly sum insured specified in the schedule shall be payable
d) 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)	the reasonable expenses incurred, up to the sum specified in the schedule, shall be payable

C) **Memoranda** (applicable to permanent disablement benefits)

- a) where the injury is not specified we will pay such sum as in our opinion is consistent with the above provisions;
- b) permanent total loss of use of part of the body shall be considered as loss of such part;
- c) 100% (one hundred percent) shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any such person provided that:
 - 1. we shall not be liable to pay in respect of any one such person more than the capital sum plus the sums specified under items B)c) and B)d);
 - 2. the sum specified under item B)c) shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 (one hundred and four) 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;
 - 3. compensation payable under item B)d) shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item B)d);
 - 4. this extension shall not apply to any such person under 18 (eighteen) or over 70 (seventy) years of age;

5. 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. We shall not be liable to make any payment unless this proviso is complied with to our satisfaction;
6. **General Condition 19. Other insurances** and **General Condition 23. Reinstatement of cover after loss** do not apply to this extension; and
7. **General Exclusion 12. Nuclear material** does not apply to this extension.

D) Extensions to Personal Accident (assault)

- a) 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;
- b) In the event of disappearance of any such person in circumstances which satisfies us that they have sustained injury to which this personal accident (assault) extension applies and that such injury has resulted in the death of such person, we will, for the purpose of the insurance afforded by this extension, presume their death provided that if, after we have made payment hereunder in respect of such person's presumed death, they are found to be alive, such payment shall be refunded to us.

Riot and strike

3. Riot and strike

- A) Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:
 - a) civil commotion, labour disturbances, riot, strike or lock-out; or
 - b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) 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; or
 - e) loss or damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege that, by reason of proviso B), loss or damage is not covered by this section, you shall bear the burden of proving the contrary.

F7.6 Money Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Cash carrying warranty

1. Cash carrying warranty

- A) Whilst money is in transit to and from the bank, the following precautions must be taken:
 - a) money up to R15 000 (fifteen thousand rand) must be carried by one senior employee or principal;
 - b) money in excess of R15 000 (fifteen thousand rand) must be carried by two senior employees or principals in a vehicle;
 - c) money in excess of R25 000 (twenty-five thousand rand) must be carried by professional armed security services.
- B) No cover will be in force if the required warranty is not met.

Crossed money orders

2. Crossed money orders

Cover for loss crossed money orders or crossed postal orders (payable in addition to the major limit stated on the schedule, and any limits stated under **F7.6.4** and **F7.6.5** below) is limited to the amount stated in **Addendum B**.

Money in transit	<p>3. Money in transit</p> <p>A) It is hereby declared that we will not be liable to indemnify you in respect of loss of money:</p> <p>a) in transit unless such transit is uninterrupted between your premises and your bank / building society;</p> <p>b) from any unattended vehicle.</p>
Money not in safe / strongroom	<p>4. Money not contained in a safe or strong room</p> <p>Cover for money not contained in a locked safe or strong room is limited to the amounts stated in Addendum B.</p>
Money outside commercial hours	<p>5. Money outside commercial operating hours</p> <p>A) Cover for money contained in a locked safe or strong room situated in a building at the insured premises outside the hours during which your commercial operations are conducted is limited to the amounts stated in Addendum B.</p> <p>B) Our liability shall not exceed the major limit specified in the schedule for the premises concerned.</p>
Nature of risk	<p>6. Nature of risk</p> <p>This section shall be voidable if the nature of the risk is materially altered without our prior written consent.</p>

F7.7 Money Exclusions

You are not covered for the following.

Electronic format	<p>1. Electronic format</p> <p>We shall not be liable for loss of or damage to money lost whilst stored in electronic format.</p>
Error or omission	<p>2. Error or omission</p> <p>We shall not be liable for loss of or damage to money arising from shortage due to error or omission.</p>
Fidelity claims	<p>3. Fidelity claims</p> <p>We shall not be liable under this section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the Fidelity Guarantee section of the policy or any other fidelity insurance.</p>
Whilst in a vehicle	<p>4. Money whilst in a vehicle</p> <p>A) We shall not be liable for loss of or damage to money contained in any vehicle being used by you unless any of your principals, partners, directors or employees are actually in such vehicle or, if not in such vehicle, is within 5 (five) metres of it in a position from which the vehicle is clearly visible.</p> <p>B) This exclusion shall not apply following an accident involving such vehicle rendering the said person incapacitated.</p>
Own employees	<p>5. Own employees</p> <p>We shall not be liable for loss of or damage to money arising from dishonesty of any principal, partner, director or person(s) in your employ and which loss is not discovered within 14 (fourteen) working days of the occurrence thereof.</p>
Unattended money	<p>6. Unattended money</p> <p>A) We shall not be liable for loss of or damage to money not contained in a locked safe or strong room whilst the portion of the premises containing such money is unattended.</p> <p>B) This exception will not apply if it can be shown to our satisfaction 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.</p>
Unlocked safe or strong room	<p>7. Unlocked safe or strong room</p> <p>A) We shall not be liable for loss of or damage to money contained in an unlocked safe or strong room whilst the portion of the premises containing such safe or strong room is unattended.</p>



**Use of keys to
safe or strong
room**

- B) This exception will not apply if it can be shown to our satisfaction that the key holder to the safe or strong room deliberately left it unlocked with the intention of allowing the money to be stolen.
-
- 8. Use of keys to a safe or strong room**
- A) We shall not be liable for loss of or damage to money 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; or
 - b) are used by the key holder or some other person with the collusion of the key holder and you can prove to our satisfaction that the key holder or such other person had used the keys to open the safe or strong room.

SECTION F08. GLASS

F8.1 Glass Definitions

The definitions to be used in this section.

The Insured

The policyholder named in the schedule. Herein referred to as 'you' / 'your'.

Glass

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate / float glass not exceeding 6 (six) mm in thickness, whether coated with a film or not, or 6,5 (six and a half) mm laminated safety glass.

F8.2 Glass Underinsurance

It is your responsibility to ensure that your glass is adequately insured.

Underinsurance

It is your responsibility to ensure that your glass is adequately insured. If you are underinsured, Average (as defined) may apply.

Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, individually or collectively of greater value than the sum insured thereon, then you shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item if more than 1 (one) shall be separately subject to this condition.

F8.3 Glass Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

F8.4 Glass Cover

You are covered for the following.

Insured events

1. Insured events

- A) Loss of or damage to internal and external glass (including mirrors), signwriting and treatment thereon at the insured premises as stated in the schedule, your property or for which you are responsible.
- B) Our liability shall not exceed, for the replacement of glass, signwriting and treatment, the sum insured as stated in the schedule applicable to the premises at which loss or damage occurs.

F8.5 Glass Extension

You are also automatically covered for the following.

Boarding up and other costs

1. Boarding up and other costs

- A) Following loss of or damage to glass we will also indemnify you for:
 - a) the cost of such boarding up as may be reasonably necessary;
 - b) damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or damage;
 - c) the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass.
- B) Our liability shall not exceed, for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause, the amount stated in **Addendum B**.

F8.6 Glass Optional Extensions

You will only be entitled to this optional extension if stated in your schedule, and for which additional premium has been paid.

Riot and strike

1. Riot and strike

- A) 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:
- civil commotion, labour disturbances, riot, strike or lock-out;
 - the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) This extension does not cover:
- loss or damage occurring in the Republic of South Africa or Namibia;
 - consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
 - loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
 - loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - loss or damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege that by reason of proviso B), loss or damage is not covered by this section, you shall bear the burden of proving the contrary.
- D) This extension shall only apply to loss or damage for which you are responsible as tenant and not as owner.

Special replacement

2. Special replacement

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

F8.7 Glass Exclusions

You are not covered for the following.

Damage otherwise insured

1. Damage otherwise insured

We shall not be liable for loss or damage which is insured by, or would, but for the existence of this section, be insured by any fire insurance, except in respect of any excess beyond the amount which would have been payable under such fire insurance had the insurance under this section not been effected, but this specific exception shall not apply to loss or damage for which you are responsible as tenant and not as owner.

Defacement

2. Defacement

We shall not be liable for defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

Existing damage

3. Existing damage

We shall not be liable for loss of or damage to glass which, at inception of this insurance, is cracked or broken unless cover has been agreed to by us.

Stock in trade

4. Stock in trade

We shall not be liable for loss of or damage to glass forming part of stock in trade.

SECTION

F09. FIDELITY GUARANTEE

F9.1 Fidelity Guarantee Definitions

The definitions used in this section.

The Insured

The policyholder named in the schedule. Herein referred to as 'you' / 'your'.

Employee

Employee shall mean:

1. any person while employed under a contract of service or apprenticeship to you; or
2. any person while hired or seconded from any other party into your service;

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

F9.2 Fidelity Guarantee Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess. Also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

F9.3 Fidelity Guarantee Cover

You are covered for the following.

Defined events

1. Defined events

- A) Loss of money and / or other property belonging to you or for which you are responsible, stolen by an insured employee as identified on the schedule during the currency of this section.
- B) Direct financial loss sustained by you as a result of fraud or dishonesty of an insured employee as identified on the schedule, which occurs during the period of insurance and results in dishonest personal financial gain for the employee concerned, provided that:
 - a) we are not liable for all losses which occurred more than 24 (twenty-four) months prior to the discovery of such event giving rise to the loss;
 - b) all losses are discovered not later than 12 (twelve) months after the termination of:
 1. this section; or
 2. this section in respect of any insured employee concerned in a loss; or
 3. the employment of the insured employee or the last of the insured employees concerned in a loss, whichever occurs first;
 - c) cover under this section may be afforded on either of the following bases:
 1. **Blanket basis:**
Our liability for all losses shall not exceed the sum insured stated in the schedule whether involving any 1 (one) employee or any number of employees acting in collusion or independently of each other;
 2. **Named or Position basis:**
Our liability for all losses involving any employee shall not exceed the sum insured stated opposite their name in the schedule or, if they are unnamed, the sum insured stated opposite the position held by them in the business as stated in the schedule;

- d) renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing our liability beyond the sum insured stated in the schedule. If the period of insurance is less than 12 (twelve) months, our liability is limited to the sum stated in the schedule during any 12 (twelve) month period of insurance calculated from the inception or renewal date;
- e) the term 'dishonest personal financial gain' shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments;
- f) the amount payable during any one period of 12 (twelve) consecutive months calculated from the inception or anniversary date shall not exceed the sum insured stated in the schedule (or double the sum insured if the 'Reduction / Reinstatement of the Insured Amount clause' applies). If the sum insured is increased during any period of insurance, the increase applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date shall not exceed twice the initial sum insured prior to the increase.

F9.4 Fidelity Guarantee Extension

Past employees

1. Extended cover for past employees

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

F9.5 Fidelity Guarantee Optional Extensions

You will only be entitled to these optional extensions if requested and stated in your schedule, and for which additional premium has been paid.

Computer losses

1. Computer losses extension

If you have completed a satisfactory questionnaire, **Exclusion F9.7.1. Computer programs** and the Computer Losses first amount payable clause will not be applicable to this section.

Costs of recovery

2. Costs of recovery

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

Satisfactory systems audit

3. Extension granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed

- A) In consideration of the accounting firm named in the schedule having conducted a satisfactory audit of your systems of:
 - control;
 - fraud, dishonesty and theft detection;
 and subject to you implementing and maintaining all the recommendations contained in such audit report:
 - a) proviso B)a) of the defined events (which limits cover to that part of losses discovered within 24 (twenty-four) months) and proviso f) of the superseded insurance extension clause (if applicable) will not be applicable to this section;
 - b) the first amount payable clause for losses discovered more than 12 (twelve) months after they were committed will not be applicable to this section.

Losses discovered after 24 months

4. Losses discovered more than 24 months after being committed

- A) In consideration of the payment of an additional premium, Proviso B)a) of the defined events is restated to read:
'B)a) We are not liable for all losses which occurred more than 36 (thirty-six) months prior to discovery of such event giving rise to a claim.'
- B) If this policy section includes clause **F9.5.7. Superseded insurances**, the period referred to in proviso f) thereof is increased from 24 (twenty-four) months to 36 (thirty-six) months.

Reduction / reinstatement

5. Reduction / reinstatement of insured amount

- A) The payment by us of any loss involving one employee or any number of employees shall not reduce our liability in respect of the remaining insured employees provided that:
- a) the maximum amount payable by us for all insured employees shall not exceed double the sum insured shown in the schedule;
 - b) you pay additional premium calculated in terms of the following formula:

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

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

Retroactive cover

6. Retroactive cover – no previous insurance in force

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

Superseded insurances

7. Superseded insurances

- A) This section will apply to defined events insured herein which occurred during the currency of any insurance superseded by this section and specified in the schedule provided that:
- a) this extension is restricted to losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the defined events;
 - b) the defined events are discovered within the shorter period of 12 (twelve) months of the termination of the employment of the employee concerned or within 12 (twelve) months of the expiry of this section;
 - c) the amount payable under this extension shall not exceed the amount insured by this section or the amount insured by the superseded insurance, whichever is the lesser;
 - d) in the event of the defined events involving 1 (one) employee or any number of employees occurring during both the currency of this section and that of the superseded policy, the maximum amount payable shall not exceed the amount insured by this section at the time of discovery of the defined events;
 - e) this extension will not apply to defined events which occurred prior to the period stated in the schedule before inception of this section;
 - f) we are not liable for any loss which occurred more than 24 (twenty-four) months prior to discovery.

Voluntary first amount payable

8. Voluntary first amount payable

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

F9.6 Fidelity Guarantee Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

<p>Accountants</p>	<p>1. Accountants</p> <p>Any particulars or details contained in your books of account or other business books or documents which may be required by us 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 shall be prima facie evidence of the particulars and details to which it relates.</p>
<p>Checks and controls</p>	<p>2. Checks and controls</p> <p>A) You shall institute, maintain and employ in every material manner all such systems of checks and controls, accounting and clerical procedures and methods of conducting your business as has been represented to us by you but you may:</p> <ul style="list-style-type: none"> a) change the remuneration and conditions of service of any employee; b) in respect of any employee who is described in the schedule by name, change their duties and position; c) in respect of any employee who is described in the schedule only by the position held by them, remove such employee and place in their position any other person who falls within the definition of employee; d) make such other changes as are approved beforehand in writing by your auditors / professional accountants.
<p>Increase of sum insured</p>	<p>3. Increase of sum insured</p> <p>If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.</p>
<p>Non-disclosure</p>	<p>4. Non-disclosure by person signing any proposal</p> <p>Non-disclosure of their own fraud or dishonesty or that of others with whom they are in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this section.</p>
<p>Other insurances</p>	<p>5. Other insurances</p> <p>A) It is a condition of this section that other than:</p> <ul style="list-style-type: none"> a) a money policy; b) a policy declared to us at inception or renewal or at the time a claim is submitted; c) a fidelity pension fund policy which is not in excess of this section; d) this policy; <p>no other insurance is in force during the currency of this section to insure against the risks insured hereunder.</p>
<p>Recoveries</p>	<p>6. Recoveries</p> <p>If you shall sustain any loss to which this section applies which exceeds the amount payable hereunder in respect of such loss, you shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by us or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement to us and you to the extent of your coinsurance in terms of item (b) of the compulsory first amount payable clause stipulated in Addendum A.</p>
<p>Reporting to the police</p>	<p>7. Reporting to the police</p> <p>In the event of the discovery of any loss resulting from a defined event, you may, notwithstanding anything to the contrary contained in General Condition 6. Claims A)a), refrain from reporting the matter to the police but shall do so immediately should we require such action to be taken.</p>

F9.7 Fidelity Guarantee Exclusions

You are not covered for the following.

Computer programs

1. Computer programs

A) We shall not be liable for any defined event if it results from the dishonest:

- a) manipulation of;
- b) input into;
- c) suppression of input into;
- d) destruction of; or
- e) alteration of;

any computer program, system, data or software by any insured employee who is employed in your electronic data-processing department or area.

Legal entity acquired

2. Legal entity acquired

This section does not cover any company or other legal entity acquired by you during the period of insurance.

Partners, principals or directors

3. Partners, principals or directors

A) We shall not be liable for loss resulting from the direct involvement of any of your partners, principals, directors or members. This exclusion only applies to partnerships, proprietary companies, vested trusts or close corporations.

B) We shall not be liable for loss resulting from or contributed to by any defined event caused (directly or indirectly) by:

- a) any of your partners to the extent that such partner would benefit by indemnity granted under this policy;
- b) any of your principals, directors or members unless such director or member is also an employee;
- c) any employee from the time you became aware that such employee had committed any fraud or dishonesty.

SECTION

F10. GOODS IN TRANSIT

F10.1 Goods in Transit Definitions

The definitions used in this section.

The Insured	The policyholder named in the schedule. Herein referred to as 'you' / 'your'.
Means of conveyance	All vehicles owned, hired or leased by you.
Period of transit	Transit shall be deemed to commence with the loading on any means of conveyance as defined and continues during transportation to the consignee and temporary storage during the course of the journey and to end with the delivery including unloading of the property at the destination.

F10.2 Goods in Transit Excess

The amount payable by you.

Excess	Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and Addendum A .
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F10.3 Goods in Transit Cover

You are covered for the following.

Defined events	<p>1. Types of cover</p> <p>A) The indemnification under this section is subject to the limit of indemnity as well as the type of cover you have chosen, as stated in the schedule.</p> <p>B) There are 3 (three) types of cover under this section of the policy, namely:</p> <p>a) All risks cover (if stated in the schedule)</p> <p>Loss of or damage to the whole or part of the property described in the schedule, owned by you or for which you are responsible, in the course of transit by the means of conveyance as defined or described in the schedule or other means incidental thereto and caused by any accident or misfortune not otherwise excluded, provided that our liability for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.</p> <p>b) Fire, explosion, collision, derailment, overturning and subsequent theft (if stated in the schedule)</p> <p>The insurance under this cover type is limited to loss or damage resulting from:</p> <ol style="list-style-type: none"> 1. fire or explosion; or 2. collision or the overturning or derailment of the means of conveyance as defined or described in the schedule; and 3. theft following any of the aforementioned events. <p>c) Fire, explosion, collision, derailment, overturning (if stated in the schedule)</p> <p>The insurance under this cover type is limited to loss or damage resulting from:</p> <ol style="list-style-type: none"> 1. fire or explosion; or 2. collision or the overturning or derailment of the means of conveyance as defined or described in the schedule.
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F10.4 Goods in Transit Extension

You are also automatically covered for the following.

Fire extinguishing charges

1. Fire extinguishing charges

- A) If the property described in the schedule is lost or damaged by fire in the course of transit as insured by this section we will, in addition to indemnifying you for such loss or damage, pay for the cost of extinguishing or attempting to extinguish such fire.
- B) The maximum amount payable under this extension shall not exceed the amount stated in **Addendum B**.

F10.5 Goods in Transit Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Debris removal

1. Debris removal

The insurance under this section includes costs necessarily incurred by you in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to the limit stated in **Addendum B**.

Riot and strike

2. Riot and strike

- A) Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:
 - a) civil commotion, labour disturbances, riot, strike or lock-out;
 - b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) 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 Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege, by reason of B) above that loss or damage is not covered by this section, you shall bear the burden of proving the contrary.

Livestock

3. Livestock

- A) If this optional extension has been selected, **Exclusion F10.7.3. Livestock** will not apply.
- B) In consideration of the payment of an additional premium, this section is extended to include death of or loss of livestock by:
- fire or explosion; or
 - collision or the overturning or derailment of the means of conveyance as defined or described in the schedule; and
 - theft following any of the aforementioned events; and
 - hijack during the course of transit;
- whilst being transported within the territorial limits.
- C) Our liability for all losses or damage arising from any one event shall not exceed the limit of liability stated in the schedule.
- D) Specific exclusions applicable to this extension:
- pedigreed animals;
 - fire, unless occurring during the actual course of transit;
 - inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy;
 - jumping;
 - death of any animal under the age of 3 (three) months;
 - trampling or suffocation resulting in death or destruction of livestock whilst in transit in or on any means of conveyance.

F10.6 Goods in Transit Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Breakdown and completion

1. Breakdown and completion of transit

In the event of breakdown of the means of conveyance during transit or if, for any reason beyond your control, the property is endangered, nothing contained herein shall debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

Commencement

2. Commencement of transit

Transit shall be deemed to commence from the time of moving the property described in the schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 (ninety-six) hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.

Refusal to accept

3. Refusal to accept

If any consignee shall refuse to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance, provided that you shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.

Replacement vehicle

4. Replacement vehicle

Where the means of conveyance is by specified vehicle, the insurance under this section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not your property or leased or hired by you under a lease or suspensive sale agreement.

F10.7 Goods in Transit Exclusions

You are not covered for the following.

Breakdown of refrigeration	<p>1. Breakdown of refrigeration equipment We shall not be liable for loss or damage resulting from or caused by breakdown of refrigeration equipment.</p>
Intoxicating liquor or drugs	<p>2. Intoxicating liquor or drugs We shall not be liable for any accident, injury, loss, damage or liability incurred while any vehicle is driven by any person whilst under the influence of intoxicating liquor or drugs, unless you were unaware of this fact.</p>
Livestock	<p>3. Livestock We shall not be liable for loss of or damage to livestock, unless specifically included in terms of F10.5.3. Livestock.</p>
Loss of market	<p>4. Loss of market We shall not be liable for delay, loss of market or changes brought about by natural causes.</p>
Negotiable instruments	<p>5. Negotiable instruments We shall not be liable for loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.</p>
Property otherwise insured	<p>6. Property otherwise insured We shall not be liable for loss of or damage to property otherwise insured or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been effected.</p>
Territorial limits	<p>7. Territorial limits We shall not be liable for loss of or damage to property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia and Malawi.</p>
Theft from unattended vehicle	<p>8. Theft from unattended vehicle</p> <p>A) We shall not be liable for loss or damage resulting from or caused by theft from any unattended vehicle in your custody or control or in the custody or control of any of your principals, partners, directors or employees.</p> <p>B) This exclusion will not apply if 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 visible forcible and violent entry to or exit from such vehicle.</p>
Transit by sea	<p>9. Transit by sea We shall not be liable for loss or damage arising whilst in transit by sea or inland transit incidental thereto.</p>
Unlicensed driver	<p>10. Unlicensed driver We shall not be liable for any accident, injury, loss, damage or liability incurred while any vehicle is driven by any person while not licensed to drive such vehicle unless you were unaware that the driver was unlicensed and you can prove to our satisfaction that, in the normal course of your business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.</p>

SECTION

F11. BUSINESS ALL RISKS

F11.1 Business All Risks Definitions

The definitions used in this section.

The Insured

The policyholder named in the schedule. Herein referred to as 'you' / 'your'.

F11.2 Business All Risks Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance

It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.

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 shall be considered as being your own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item stated in the schedule covering such property shall be separately subject to this condition.

F11.3 Business All Risks Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

F11.4 Business All Risks Cover

You are covered for the following.

Defined events

1. Defined events

- A) Loss of or damage to the whole or part of the property described in the schedule by any accident or misfortune not otherwise excluded while in the Republic of South Africa or anywhere in the world in the course of temporary visits not exceeding 6 (six) consecutive months.
- B) You shall be responsible for the first amount payable stated in **Addendum A** in respect of each and every event except a claim resulting from fire, lightning or explosion.

F11.5 Business All Risks Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Deterioration of stock

1. Deterioration of stock (all risks basis)

Deterioration of refrigerated goods is covered if caused directly by damages to the refrigeration or freezer plant by any accident or misfortune not otherwise excluded, provided that our liability in respect of any one loss shall not exceed the sum insured stated in the schedule.

Increase in cost of working

2. Increase in cost of working

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

Riot and strike

3. Riot and strike

- A) 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:
- civil commotion, labour disturbances, riot, strike or lock-out;
 - the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) This extension does not cover:
- loss or damage occurring in the Republic of South Africa and Namibia;
 - consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
 - loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
 - loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - loss or damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege that, by reason of proviso B), loss or damage is not covered by this section, you shall bear the burden of proving the contrary.

Remote jamming

4. Remote jamming

- A) We shall compensate you for the loss of property as a result of theft from an unattended vehicle, provided that:
- the items that were stolen are specified in the schedule;
 - the items were contained in a locked boot and therefore fully concealed or concealed in an enclosed compartment that forms part of such vehicle when stolen;
 - you attempted to lock the vehicle, but that the locking mechanism was blocked by thieves using an electronic device; and
 - the incident was reported to the police and the case number provided on the claim form.
- B) The compensation will be limited to the amount stated in **Addendum B**.

Contamination of milk

5. Contamination of milk

- A) Subject to you having paid the required additional premium, contamination of your milk is covered under this section only if liability is admitted by us under the Public Liability optional extension **LF1.5.8. Deterioration / Contamination of milk**.
- B) Our liability in respect of any one event, or series of events with one original cause or source, shall not exceed the sum insured stated in the schedule.
- C) In the event of us alleging that a series of events arose from one original cause, the onus shall rest on you to prove that such series of events did not arise from one original cause.
- D) This extension specifically excludes milk which has been contaminated by bacteria, which bacterial contamination would ordinarily be neutralised or destroyed during the normal pasteurisation process.

F11.6 Business All Risks Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Camping equipment

1. Camping equipment

- A) This section does not cover camping equipment of any description whilst:
- in an open vehicle, unlocked vehicle or not concealed in a locked boot / luggage compartment;
 - in the open and unattended unless within the confines of a reserve or caravan park.

Firearms

2. Firearms

- A) Firearms must be kept in a locked gun safe in accordance with legislative and regulatory requirements whilst not carried on a person.
- B) Cover for loss of firearms is restricted to theft of the firearms from such safe and subject to:
 - a) visible, forcible and violent entry into the safe; or
 - b) the visible, forcible removal of the entire safe; or
 - c) threat of violence.
- C) We do not cover loss or damage or bursting caused by the incorrect use of or the use of incorrect or overcharged ammunition in firearms.

Musical instruments

3. Musical instruments

- A) When not in use, you are required to keep all musical instruments in their cases or any other suitable receptacle.
- B) We are not liable for:
 - a) breakage or damage to strings or reeds;
 - b) loss or damage whilst the instruments are lent;
 - c) loss or damage due to atmospheric conditions;
 - d) loss or damage whilst the instruments are contained in any building other than your private residence, unless the instruments have been handed to the owner / manager of such building for safe custody.
- C) Theft will only be covered if it is accompanied by visible, violent and forcible entry into or exit from the place of storage, or if the keys to the place of storage are obtained by assault, violence or threat of violence to the authorised key holder of the place of storage.

Pairs and sets

4. Pairs and sets

We shall not be liable for 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.

Replacement Value condition

5. Replacement Value condition

- A) The basis upon which the amount payable is to be calculated shall be either the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new or the repair of the property to a condition substantially the same as, but not better than, its condition when new.
- B) 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, you shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Theft from vehicles

6. Theft from vehicles

- A) Loss of or damage to insured property (other than fixed motor car radios and fixed sound reproduction equipment) due to theft from an unattended vehicle will only be covered if:
 - a) the property is contained in a locked boot, and therefore fully concealed or concealed in an enclosed compartment that forms part of a locked vehicle; or
 - b) the vehicle itself is housed in a securely locked building or in an enclosed and locked parking bay; and
 - c) entry into or exit from the vehicle or building is accompanied by visible signs of violence and force or by threat of violence.
- B) If you fail to comply with any of the conditions stated in A)a) or A)b) above, cover will be limited to the amounts stated in **Addendum B**.

Agricultural plant in the open

7. Agricultural plant and equipment in the open warranty

It is warranted that cover extends to include agricultural plant and equipment designed to be situated in the open but excludes pumps and equipment in rivers, on banks of rivers and streams below the historical 100 (one hundred) year maximum flood level.



F11.7 Business All Risks Exclusions

You are not covered for the following.

Bill of lading

1. Bill of lading

We shall not be liable for loss of or damage to goods consigned under a bill of lading.

Negotiable instruments

2. Negotiable instruments

We shall not be liable for loss of or damage to cash, bank and currency notes, coins, bonds, cheques, postal orders, money orders, current negotiable postage, coupons, stamps, non-electronic vouchers, title deeds, manuscripts, securities or negotiable instruments of any kind.

Radio controlled vehicles

3. Radio controlled vehicles

We shall not be liable for loss of or damage to radio controlled vehicles (RCV), unmanned aerial vehicles (UAV) or drones, other than for fire or theft in terms of the policy.

SECTION

F12. ACCIDENTAL DAMAGE

F12.1 Accidental Damage Definitions

The definitions used in this section.

The Insured

The policyholder named in the schedule. Herein referred to as 'you' / 'your'.

Insured property

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

- o current coin (including Kruger Rands and similar coins), bank and currency notes, cryptocurrency, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, vouchers and other certificates, documents or instruments of a negotiable nature;
- o furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
- o property in transit by air, inland waterway or sea;
- o railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers;
- o 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;
- o electronic data-processing equipment and external data media and the information they contain;
- o property in the course of construction, erection or dismantling including materials or supplies related thereto;
- o property in the possession of customers under lease, rental, credit or suspensive sale agreements;
- o glass, china, earthenware, marble and other fragile or brittle objects unless stated in the schedule to be insured;
- o radio controlled vehicles (RCV), unmanned aerial vehicles (UAV) or drones.

F12.2 Accidental Damage Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance

It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.

Average (if stated to be included)

If, on the occurrence of an insured event, the value of the insured property is greater than the sum insured thereon you shall be considered to be your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item, if more than 1 (one), shall be separately subject to this condition.

F12.3 Accidental Damage Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess. Also referred to as first amount payable. Please refer to the schedule and **Addendum A**.

F12.4 Accidental Damage Cover

You are covered for the following.

Defined events

1. Defined events

- A) Accidental physical loss of or damage to the insured property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section (other than Business All Risks) listed in the index of this policy.
- B) The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum insured stated in the schedule and notwithstanding **General Condition 19. Other insurances**, this section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

F12.5 Accidental Damage Extensions

You are also automatically covered for the following.

Additional costs

1. Additional costs

- A) In respect of buildings, plant and machinery insured, the sum insured includes:
 - a) any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event, provided that such costs do not include:
 - 1. anything for which notice had been served on you prior to the insured event;
 - 2. anything connected with undamaged property or undamaged portions of property;
 - 3. rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property;
 - b) fees for the examination of municipal or other plans;
 - c) costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
 - d) the professional fees of architects, quantity surveyors and other consultants;
 - e) charges levied by any authorised fire brigade for their services.
- B) We shall not be liable under A)a), A)b) or A)d) unless the lost or damaged property is replaced or reinstated without undue delay nor under A)d) for any expenses in connection with the preparation of your claim.
- C) Furthermore, we shall not be liable under A)c) for any costs or expenses:
 - a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
 - b) arising from pollution or contamination of property not insured by this policy / section.

F12.6 Accidental Damage Optional Extension

You will only be entitled to this optional extension if stated in your schedule, and for which additional premium has been paid.

Discharge or leakage

1. Discharge or leakage

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

F12.7 Accidental Damage Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Excluded property

1. Excluded property (if stated to be included)

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

First loss average

2. First loss average (if stated to be included)

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

Mortgagees

3. Mortgagees

From the date of notification, we accept the interest of a mortgagee or others with an insurable interest in the insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge, provided that the mortgagee advises us as soon as such act or omission comes to their knowledge and they agree to be responsible for any additional premium resulting from any increased hazard assumed by us.

Musical instruments

4. Musical instruments

- A) When not in use, you are required to keep all musical instruments in their cases or any other suitable receptacle.
- B) We are not liable for:
 - a) breakage or damage to strings or reeds;
 - b) loss or damage whilst the instruments are lent;
 - c) loss or damage due to atmospheric conditions;
 - d) loss or damage whilst the instruments are contained in any building other than your private residence, unless the instruments have been handed to the owner / manager of such building for safe custody.
- C) Theft will only be covered if it is accompanied by visible, violent and forcible entry into or exit from the place of storage, or if the keys to the place of storage are obtained by assault, violence or threat of violence to the authorised key holder of the place of storage.

Pairs and sets

5. Pairs and sets

We shall not be liable for 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.

Railway and other subrogation

6. Railway and other subrogation

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

Reinstatement

7. Reinstatement (if stated to be included)

- A) The basis upon which the amount payable is to be calculated following an insured event to buildings, plant and machinery shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than such insured property when new, provided that:
- a) the replacement or reinstatement must take place on the same site;
 - b) the work of replacement or reinstatement must be carried out without unreasonable delay. In the event that we determine, at our discretion, that you have failed to carry out the replacement or reinstatement without unreasonable delay, we will only compensate you up to the amount which would have been payable under this section if these reinstatement value conditions had not been incorporated (that is on an indemnity settlement basis);
 - c) until you have incurred the full expenditure required in order to replace or reinstate the damaged insured property, we shall not be liable for any payment in excess of the amount which would have been payable under this section if these conditions had not been incorporated (that is on an indemnity settlement basis).
- B) If at the time of replacement or reinstatement the total cost which would have been incurred in replacement or reinstatement of the property, assuming that the whole of the insured property had been destroyed, exceeds the sum insured at the date that such damage occurred, you will be considered to be your own insurer for the difference between these two amounts and must bear a rateable proportion of the loss. Every item, if more than one, of this section is separately subject to this provision.
- C) You will not be covered under this clause if:
- a) you fail to advise us of your intention to replace or reinstate the damaged insured property within **90 (ninety) days** of the date that such damage occurs; and
 - b) you are unable or unwilling to replace or reinstate the insured property on the same site on which the buildings were located.

Replacement Value condition

8. Replacement Value condition

- A) The basis upon which the amount payable is to be calculated shall be either the replacement of the property by similar property in a condition equal to, but not better nor more extensive than its condition when new or the repair of the property to a condition substantially the same as, but not better than, its condition when new.
- B) 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 shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Restricted cover - documents

9. Restricted cover - documents

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

10. Tenants

You shall 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 we are notified as soon as you become aware of such act and you pay any additional premium resulting from any additional hazard assumed by us.

F12.8 Accidental Damage Exclusions

You are not covered for the following.

Collapse	<p>1. Collapse We shall not be liable for loss or damage arising from collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).</p>
Fault or defect	<p>2. Fault or defect We shall not be liable for loss or damage arising from fault or defect in formula, drawing, plan, materials, workmanship or professional advice, frost, change in temperature, expansion or humidity, fermentation or germination, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish.</p>
Leakage or discharge	<p>3. Leakage or discharge We shall not be liable for loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes.</p>
Loss of liquids	<p>4. Loss of liquids We shall not be liable for loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container.</p>
Settlement or bedding down	<p>5. Settlement or bedding down We shall not be liable for loss or damage arising from settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.</p>
Unexplained disappearance	<p>6. Unexplained disappearance We shall not be liable for loss or damage arising from 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.</p>
Utility supply	<p>7. Utility supply We shall not be liable for loss or damage arising from failure of and / or the deliberate withholding and / or lack of supplies of water, steam, gas, electricity, fuel or refrigerant.</p>
Vessels, pipes and tubes	<p>8. Vessels, pipes and tubes We shall not be liable for loss or damage caused by overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exclusion applies only to vessels, pipes, tubes or similar apparatus.</p>

SECTION

F13. ELECTRONIC EQUIPMENT

F13.1 Electronic Equipment Definitions

The definitions used in this section.

The Insured	The policyholder named in the schedule. Herein referred to as 'you' / 'your'.
Accident (sub-section B)	<ol style="list-style-type: none"> 1. (Applicable to increase in 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 a liability hereunder. 2. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than: <ol style="list-style-type: none"> a) your deliberate act or that of any supply authority; b) drought or shortage of fuel at any electricity facility.
Computer equipment	Electronic devices or machines that manipulate data according to a list of instructions and have the ability to store data and execute programs, consisting of hardware (including keyboard, monitor, central processing unit) and supported by software, as stated in the schedule.
Peripheral equipment	Electronic devices or machines linked to computer equipment (either by cable or wirelessly) and that transmit / receive information to / from the computer equipment for processing, as stated in the schedule. (eg office copier / printer).
Indemnity period (sub-section B)	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.
Market value	<p>The current purchase price of second-hand / used equipment of equal performance and / or capacity to the equipment lost or damaged and of substantially similar condition. Where no similar equipment is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent equipment an amount representing:</p> <ol style="list-style-type: none"> a) 20% (twenty percent) for the first year after the date of purchase; and b) 10% (ten percent) per year for each succeeding year subject always to a minimum indemnity of 40% (forty percent) of the current new replacement value of the nearest equivalent equipment.
New property insured (other than computer equipment)	New property shall mean peripheral equipment purchased no more than 5 (five) years (or such extended period as may be approved by us 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.
New replacement value (computer equipment)	New replacement value shall be the cost at which our computer equipment supplier, or at our discretion such other supplier, would sell such equipment in the normal course of its business.

F13.2 Electronic Equipment Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance

It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.

Average

In respect of 1. Partial Loss and 2. Total Loss (as described in **F13.7. Basis of Indemnification**), if at the time of repair, replacement or reinstatement, the sum representing the cost that would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, then you shall be considered as being your 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 1(one), to which these conditions apply shall be separately subject to this provision.

F13.3 Electronic Equipment Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

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.

F13.4 Electronic Equipment Cover

You are covered for the following.

Sub-section A: Material damage

1. Sub-section A: Material damage

- A) Physical loss of or damage to the property insured described in the schedule from any cause not hereinafter excluded whilst:
- at work or at rest anywhere within that part of the building occupied by you at the insured premises described in the schedule;
 - in transit including loading and unloading or whilst temporarily stored at any premises en route;
 - temporarily removed from that part of the building occupied by you at the insured premises described in the schedule to any other building. Temporarily in this instance shall mean a period not exceeding 90 (ninety) days.
- B) In respect of laptop computers, tablets, cellular telephones, GPS units and smartwatches specified in the schedule, A) above is amended to read as follows:
- 'Physical loss of or damage to the property insured described in the schedule from any cause not hereinafter excluded whilst in the Republic of South Africa or which accompanies you anywhere else in the world in the course of temporary visits not exceeding 6 (six) consecutive months.'

Sub-section B: Consequential loss

2. Sub-section B: Consequential loss (if stated in the schedule)

The insurance provided by this sub-section shall be subject to the limits stated in **Addendum B** or such higher limits as stated in the schedule for which additional premium has been paid and shall include:

A) Increased cost of working:

- The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by you during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with your normal business less any sum saved during the indemnity period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the accident;
- The indemnity by this item shall not apply directly or indirectly to:
 - the cover provided for in item B) of this sub-section;
 - the intrinsic value (including reinstatement value) of the property insured by sub-section A of this section.

B) Reinstatement of data/programs:

Costs and expenses necessarily and reasonably incurred by you for the reconstitution or recompilation of data and / or programs recorded on or stored in data-carrying media which are lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to sub-section A of this section) or by theft or by the deliberate, wilful or wanton intention of causing the cancellation or corruption of data or programs as provided for in sub-section A of this section provided that:

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

F13.5 Electronic Equipment Extensions

You are also covered for the following.

The amount of our 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:

Clearance costs

1. Clearance costs

- A) Costs necessarily and reasonably incurred by you 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.
- B) The total amount recoverable is limited to the percentage stated in **Addendum B**.

Express delivery and overtime

2. Express delivery and overtime

- A) 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 you for effecting repairs or replacement approved by us.
- B) The amount payable in respect of such charges is limited to the percentage stated in **Addendum B**.

Fire brigade charges

3. Fire brigade charges

If any public authority empowered to do so shall charge you with any costs arising from their activities in dealing with the consequences of an insured peril, such costs will be payable in addition to any other payment for which we may be liable under this section.

Professional fees

4. Professional fees

- A) Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage.
- B) The amount payable in respect of such fees is limited to the percentage stated in **Addendum B**, and shall not include expenses incurred in connection with the preparation of your claim.

F13.6 Electronic Equipment Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Sub-sections A and B

Incompatibility cover

1. Incompatibility cover

- A) Notwithstanding anything to the contrary contained in the policy, the indemnity by sub-sections A and B of this section shall indemnify you for costs incurred in respect of:
- a) modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage, to ensure the operating integrity of the electronic system;
 - b) replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
 - c) the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs.
- B) Provided that:
- a) the costs provided for in A) 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 **F13.4.1. Sub-section A** or **F13.4.2. Sub-section B** of this section;
 - c) the cover afforded hereunder shall be restricted to:
 1. parts or components of the electronic system which are not indemnifiable under **F13.4.1. Sub-section A**;
 2. programs or data reinstated not indemnifiable under **F13.4.2. Sub-section B** of this section.
- C) The indemnity shall, in respect of any one event, be limited in the aggregate to the amount stated in **Addendum B**.

Sub-section A only

Remote jamming

1. Remote jamming extension

- A) We shall compensate you for the loss of your electronic equipment as a result of theft from an unattended vehicle, provided that:
- a) the items that were stolen are specified in the schedule;
 - b) the items were contained in a locked boot and therefore fully concealed or concealed in an enclosed compartment that forms part of such vehicle when stolen;
 - c) you attempted to lock the vehicle, but that the locking mechanism was blocked by thieves using an electronic device; and
 - d) the incident was reported to the police and the case number provided on the claim form.
- B) The compensation will be limited to the amount stated in **Addendum B**.

Sub-section B only

Telkom access lines

1. Telkom access lines

- A) Subject to the limits specified in the schedule, consequential loss as provided for under defined events **F13.4.2 Sub-section A) and B)** arising from accidental failure of the Telkom access lines is included, provided always that the insurance under this extension shall be subject to the special conditions below.
- B) Special conditions:
 - a) our liability shall not exceed the sum insured by this sub-section;
 - b) the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure;
 - c) the insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.

F13.7 Electronic Equipment Basis of Indemnification

Sub-section A: Material damage

The indemnity afforded by this sub-section is subject always to the sums insured contained in the schedule or any specific limit contained in this sub-section shall be as hereinafter provided and as appropriate, including any indemnity for 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.

Partial loss

1. Partial loss

- A) 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 our consent, temporary repairs are carried out by you in the interests of safety or to minimise further loss or damage to the property insured, the cost of such temporary repairs will be borne by us. 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 your account;
 - d) where the damage is restricted to a part or parts of an insured item, we shall not be liable for an amount greater than the value of such part or parts.

Total loss (computer equipment)

2. Total loss (computer equipment)

In cases where the computer equipment 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.

Total loss (other than computer equipment)

3. Total loss (peripheral equipment)

- 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:
 - a) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to your requirements, subject to our liability not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
 - b) until expenditure has been incurred by you in replacing or reinstating the property insured, we shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;

- c) these conditions shall be without force or effect if:
 - 1. you fail to notify us within 6 (six) months of the date upon which the damage occurred (or such further time as we may in writing allow) of your intention to replace or reinstate the property insured;
 - 2. you are unable or unwilling or reinstate the property on the same or another site;
- d) at our sole discretion, following commercial and technical appraisal by our representative, the period referred to in the definition of new property may be extended (on an annual basis from renewal date), subject always to such extension of period being admitted by memorandum to this section.
- B) In respect of property insured not provided for in A) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage.
- C) At our discretion, 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.

Sub-section B: Consequential loss

Limit of liability

1. **Limit of liability**
 - A) Our liability shall not exceed the amounts specified in **Addendum B**, in respect of any one accident or series of accidents arising out of or in connection with any one event.
 - B) In the event of the payment by us of any sum or sums in discharge of our liability in terms of this sub-section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.
 - C) You shall pay to us additional premium required by us, calculated *pro rata* from the day of the accident to the end of the period of insurance.

F13.8 Electronic Equipment Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Sub-section A: Material damage

Hire purchase / finance agreements

1. Hire purchase / finance agreements

Where we have knowledge of the property insured or any individual item thereof being the subject of a suspensive sale, hire purchase or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to us in respect of loss or damage indemnifiable by this sub-section of the section.

Tenants

2. Tenants

This insurance will not be invalidated by any act or neglect on the part of your tenant (where you own the building) or another tenant or the owner of the building (where you are the tenant) provided that you notify us as soon as such act or neglect comes to your knowledge and pay on demand the appropriate additional premium.

Theft from vehicles

3. Theft from vehicles

- A) Loss of or damage to insured property (other than fixed motor car radios and fixed sound reproduction equipment) due to theft from an unattended vehicle will only be covered if:
 - a) the property is contained in a locked boot, and therefore fully concealed or concealed in an enclosed compartment that forms part of a locked vehicle; or
 - b) the vehicle itself is housed in a securely locked building or in an enclosed and locked parking bay; and
 - c) entry into or exit from the vehicle or building is accompanied by visible signs of violence and force or by threat of violence.
- B) If you fail to comply with any of the conditions stated in A)a) or A)b) above, cover will be limited to the amounts stated in **Addendum B**.

Sub-section B: Consequential loss

Failure of electricity

1. Failure of the public supply of electricity

- A) Our liability shall not exceed the sum insured under **F13.4.2 Sub-section B**;

The indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure.

Reinstatement

2. Reinstatement

- A) Notwithstanding anything to the contrary contained in this sub-section, it is hereby declared and agreed that, in the event of any interruption following loss or damage, being aggravated by:

- a) your inability or unwillingness to replace or reinstate property destroyed or damaged, or failure to carry out such replacement or reinstatement within a reasonable time; or
- b) additions, alterations or improvements being effected to the property insured on the occasion of its repair;

our liability under this section shall be related solely to the business interruption which would have arisen in the absence of a) and b).

Sub-sections A and B: Material damage and consequential loss

Capital additions and currency fluctuations

1. Capital additions and currency fluctuations

- A) The indemnity by this section shall include:

- a) additional equipment or programs purchased by you 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 your premises;
- b) provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured.

- B) The increase shall not exceed, by more than 25% (twenty-five percent), the total sum for sub-section A specified in the schedule, it being agreed that you will advise us 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.

Prevention of access

2. Prevention of access

- A) If, during the indemnity period, the business at the premises is interrupted or interfered with in consequence of you being prevented from having access to the property insured situated at the premises caused by damage to property within a 10 (ten) km radius of your premises as described in the schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake, or impact by vehicles, we shall indemnify you for loss resulting from such interruption or interference in accordance with the provisions contained herein provided that:

- a) you are not entitled to indemnity as provided for in this extension under any other policy or section of this policy; and
- b) this section shall not be brought into contribution with any other policy or section of this policy bearing a likewise extension.

F13.9 Electronic Equipment Exclusions

You are not covered for the following.

Sub-section A: Material damage

Derangement

1. Derangement

We will not be liable to indemnify you, irrespective of the original cause in respect of derangement, unless accompanied by physical damage otherwise covered by this section.

Loss of use

2. Loss of use

We will not be liable to indemnify you irrespective of the original cause in respect of loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein.

Maintenance / leasing agreement

3. Maintenance / leasing agreement

We will not be liable to indemnify you irrespective of the original cause in respect of loss or damage recoverable under the terms of any maintenance and / or leasing agreement effected by or on behalf of you covering your equipment.

Parts with a short lifespan

4. Parts with a short lifespan

- A) We will not be liable to indemnify you, irrespective of the original cause, in respect of parts having a short lifespan such as (but not limited to) bulbs, valves, contacts, X-Ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits.
- B) 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, we shall indemnify you for the residual value prior to the loss of such exchangeable parts.

Reproducing of data

5. Reproducing of data

We will not be liable to indemnify you, irrespective of the original cause, in respect of the cost of reproducing data and / or programs whether recorded on cards, tapes, disks or otherwise unless specifically provided for in sub-section B hereof.

Theft

6. Theft

- A) We will not be liable to indemnify you irrespective of the original cause in respect of loss of the property insured:
 - a) by theft or disappearance unless accompanied by visible forcible and violent entry into or exit (or any attempt thereat) from that part of the building occupied by you at the insured premises described in the schedule or as a result of theft or any attempt thereat, following violence or threat of violence;
 - b) by theft during transit or whilst temporarily removed from the insured premises unless identifiable by you with a specific incident which has been immediately reported to the police and us.
- B) This exclusion will not apply to mobile electronic equipment (laptops, cell phones and tablets).

Wastage of material

7. Wastage of material

We will not be liable to indemnify you irrespective of the original cause in respect of 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.



Sub-section B: Consequential loss

Fines and damages

1. Fines and damages

Unless specifically provided for we shall not be liable to indemnify you 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

2. Loss of profit

Unless specifically provided for we shall not be liable to indemnify you in respect of loss of profit or consequential loss of whatsoever nature.

SECTION

F14. MACHINERY BREAKDOWN

F14.1 Machinery Breakdown Definitions

The definitions used in this section.

The Insured

The policyholder named in the schedule. Herein referred to as 'you' / 'your'.

F14.2 Machinery Breakdown Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance

It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.

Average

If at the time of the damage the sum insured is lower than the installed new replacement value then you will be considered to be your own insurer for the difference and will bear a rateable share of the loss accordingly. Every item of machinery, if more than 1 (one), will be separately subject to this condition.

F14.3 Machinery Breakdown Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

F14.4 Machinery Breakdown Cover

You are covered for the following.

Defined events

1. Defined events

- A) Any unforeseen and sudden physical damage to the machinery described in the schedule from any cause whilst it is:
- at work or at rest;
 - being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within your premises.

F14.5 Machinery Breakdown Basis of Indemnification

We may, at our discretion, repair, reinstate or replace any damaged machinery or pay the amount of the damage in cash.

Partial loss

1. Partial loss

If the damage can be repaired, we will pay the cost of restoration to working order based on the customary daily rates of wages in the district and normal freight, erection and customs duties.

Total loss

2. Total loss

If the insured item is totally destroyed, we will pay the new replacement value of the item immediately before the accident and the cost of removing the damaged machinery less the value of the remains. The insured item shall be regarded as totally destroyed if the repair costs, as defined in **F14.5.1. Partial loss** above, equal or exceed its new replacement value immediately before the accident.

F14.6 Machinery Breakdown Conditions

Specific clauses, conditions & warranties applicable to this section.

Alterations to working conditions	<p>1. Alterations to working conditions</p> <p>Notice of any alteration to or departure from normal working conditions that would affect the risk of damage to the machinery specified in the schedule must be given to us. If we cannot approve the alteration or departure from normal working conditions, we may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.</p>
Access	<p>2. Access</p> <p>You shall allow our authorised representatives to examine the insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed, you must, at our request, restore the risk to normal within a reasonable time, failing which we may suspend cover in whole or in part until the risk is restored to normal.</p>
Claims	<p>3. Claims</p> <p>A) On the happening of an event giving rise or likely to give rise to a claim, you:</p> <ul style="list-style-type: none"> a) shall exercise all means in your power to salvage the insured items and ensure their preservation; b) may proceed with the repair of machinery, subject to F14.7.11 Temporary repairs and provided that: <ul style="list-style-type: none"> 1. A)a) above is complied with; 2. the carrying out of the repair is without prejudice to any question of liability; 3. any damaged part requiring replacement is kept for inspection by us.
Insured value	<p>4. Insured value</p> <p>The sum insured for each item of machinery specified in the schedule must be equal to the installed new replacement value at all times.</p>
Reinstatement of sum insured	<p>5. Reinstatement of sum insured</p> <p>In the event of the payment by us of any sum or sums in discharge of our liability in the terms of this insurance, the sum insured shall automatically be reinstated for the remainder of the current period of insurance, provided that you shall pay any additional premium required by us calculated pro rata from the date the repaired item is again put to work.</p>

F14.7 Machinery Breakdown Exclusions

You are not covered for the following.

Cost of alterations	<p>1. Cost of alterations and additions</p> <p>Irrespective of the original cause, we will not pay for the cost of alterations, additions, improvements and overhauls carried out on the occasion of a repair.</p>
Damaged parts	<p>2. Damaged parts</p> <p>Irrespective of the original cause, we will not pay for the value of damaged parts that can be used in any way whatsoever.</p>
Escaping of water	<p>3. Escaping of water</p> <p>Irrespective of the original cause, we will not pay for damage due to water that escapes from water-containing apparatus including leakage or discharge from any sprinkler or drencher system.</p>
Expendable parts	<p>4. Expendable parts</p> <p>A) Irrespective of the original cause, we will not pay for expendable parts and tools such as, but not limited to, bits, cutters, knives, saw blades, dies, patterns, rollers, sieves, chains, belts, ropes, conveyers, bands, jointing and packing material.</p> <p>B) If these parts or tools are damaged as a result of an accident to other parts of machinery insured as provided for by this insurance, we shall indemnify you for the residual value of such parts or tools.</p>

Experiments or tests	<p>5. Experiments or tests Irrespective of the original cause, we will not pay for damage resulting from experiments, overloads or tests requiring the imposition of abnormal conditions.</p>
Express delivery and overtime	<p>6. Express delivery and overtime Irrespective of the original cause, we will not pay for extra charges for express delivery, overtime, Sunday and holiday rates of wages unless specially provided for herein.</p>
Fire section	<p>7. Fire section A) Irrespective of the original cause, we will not pay for damage insurable under the fire and theft sections of this policy, including but not limited to:</p> <ul style="list-style-type: none"> a) fire, extinguishing of a fire, direct lightning strikes, explosion; b) theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, sonic shock waves; c) subsidence, landslide, storm, flood, inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling.
Foundations, masonry, refractories	<p>8. Foundations, masonry, refractories The machinery described in the schedule does not include any foundations, masonry or refractories unless specifically stated in the schedule.</p>
Misapplication of tools	<p>9. Misapplication of tools Irrespective of the original cause, we will not pay for damage due to the misapplication of tools.</p>
Partial damage	<p>10. Partial damage Where damage is restricted to a part or parts of an insured item, we will not be liable to pay a greater amount than the value of the part or parts allowed for in the sum insured plus dismantling re-erection and freight expenses.</p>
Temporary repairs	<p>11. Temporary repairs Irrespective of the original cause, we will not pay for temporary repairs and any consequences arising therefrom unless we have authorised the temporary repairs in writing.</p>
Wastage of material	<p>12. Wastage of material Irrespective of the original cause, we will not pay for wastage of material, or the like, or wearing out of any part of the machinery caused by, or naturally from, ordinary usage or working or other gradual deterioration.</p>

SECTION

F15. MACHINERY BREAKDOWN (LOSS OF PROFITS)

F15.1 Loss of Profits Definitions

The definitions used in this section.

The Insured	The policyholder named in the schedule. Herein referred to as 'you' / 'your'.
Accident	Unforeseen and sudden physical damage to the machinery described in the schedule from any cause provided for by the machinery breakdown insurance.
Gross profit (Difference basis)	The amount by which the sum of the turnover and closing stock exceeds the sum of the opening stock and the uninsured working expenses specified in the schedule.
Gross profit (Specified standing charges)	The sum produced by adding to the net profit the amount of the insured standing charges or if there is no net profit, the amount of the insured standing charges less such a proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the insured at the premises after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profit.
Revenue	The money paid or payable to you for goods sold and for services rendered in the course of the business at the premises.
Indemnity period	The period during which the results of the business are affected in consequence of the accident beginning the number of hours / days stated in item C of the schedule after the occurrence of the accident and ending not later than the expiry of the period shown in item D of the schedule after the occurrence.
Turnover	The money paid or payable to you for goods sold and delivered and for services rendered in the course of the business at the premises.
Rate of gross profit	The rate of gross profit to turnover during the financial year immediately before the date of the accident to which such adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the accident or which would have affected the business had the damage not occurred so that the figure thus adjusted will represent as closely as may be reasonably practicable the results which, but for the accident, would have been obtained during the relevant period after the accident.
Rate of wages	The rate of wages to turnover during the financial year immediately before the date of the accident to which such adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the accident or which would have affected the business had the damage not occurred, so that the figure thus adjusted will represent as closely as may be reasonably practicable the results which, but for the accident, would have been obtained during the relevant period after the accident.

Annual turnover (Annual revenue)	The turnover (revenue) during the 12 (twelve) months immediately before the date of the accident; to which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the accident, would have been obtained during the relative period after the accident.
Standard turnover (Standard revenue)	The turnover (revenue) during that period in the 12 (twelve) months immediately before the date of the accident which corresponds with the indemnity period; to which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the accident, would have been obtained during the relative period after the accident.
Shortage in turnover	The amount by which the turnover during the specified portion of the indemnity period shall in consequence of the accident fall short of that part of the standard turnover which relates thereto.
The premises	All premises owned, used or occupied by you for the purposes of the business.

F15.2 Loss of Profits Underinsurance

It is your responsibility to ensure that you are adequately insured.

Underinsurance	It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average may apply.
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F15.3 Loss of Profits Cover

You are covered for the following.

Defined events	<p>1. Defined events</p> <p>A) Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under the Machinery Breakdown section of this policy.</p> <p>B) Liability shall be deemed to have been admitted if such payment is precluded solely because you are required to bear the first amount payable.</p>
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F15.4 Loss of Profits Basis of Settlement

Gross profit (Difference basis)	<p>1. Gross profit (difference basis)</p> <p>The insurance under item 1 of the schedule is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable thereunder will be:</p> <p>A) For reduction in turnover:</p> <p>The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the accident fall short of the standard turnover.</p> <p>B) For increase in cost of working:</p> <p>The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;</p> <p>less any sum saved during the indemnity period for such charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the accident provided that if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.</p>
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Gross profit
(Specified standing charges basis)

2. Gross profit (specified standing charges basis)

The insurance under item 2 of the schedule is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity thereunder will be:

A) For reduction in turnover:

The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the accident fall short of the standard turnover.

B) For increase in cost of working:

The additional expenditure, subject to proviso 2(D), necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for the expenditure, would have taken place during the indemnity period in consequence of the accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided, less any sum saved during the indemnity period for such of the insured standing charges as may cease or be reduced in consequence of the accident, provided that:

- a) if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced;
- b) if any standing charges of the business are not insured, only such proportion of the additional expenditure as the sum of the net profit and the insured standing charges bears to the sum of the net profit and all standing charges shall be brought into account when calculating the amount recoverable hereunder.

Gross profit
(all standing charges basis)

3. Gross profit (all standing charges basis)

The insurance under item 3 of the schedule is limited to the gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity thereunder shall be:

A) For reduction in turnover:

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

B) For increase in cost of working:

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

less any sum saved during the indemnity period in respect of any standing charges which may cease or be reduced in consequence of the accident provided that if the sum insured by this item be less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

Revenue

4. Revenue

The insurance under item 4 of the schedule is limited to loss due to reduction in revenue and increase in cost of working and the amount payable as indemnity hereunder will be:

A) For reduction in revenue:

The amount by which the revenue during the indemnity period shall, in consequence of the accident, fall short of the standard revenue.

B) For increase in cost of working:

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

less any sum saved during the indemnity period for such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the accident provided that if the sum insured by this item is less than the annual revenue (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

Wages
(dual basis)

5. Wages (dual basis)

The insurance under item 5 of the schedule is limited to loss in respect of wages and the amount payable thereunder will be:

A) For reduction in turnover:

- a) during the portion of the indemnity period beginning with the number of hours / days stated in the schedule after the occurrence of the accident and ending not later thereafter than the specified number of weeks in the schedule - the sum produced by applying the rate of wages to the shortage in turnover less any saving through reduction in the amount of wages paid in consequence of the accident;
- b) during the remaining portion of the indemnity period - the sum produced by applying the rate of wages to the shortage in turnover less any saving through reduction in consequence of the accident in the amount of wages paid but not exceeding the sum produced by applying the specified percentage of the rate of wages to the shortage in turnover increased by such amount as is deducted for savings in terms of paragraph 5A)a) above.

Note: At your discretion, the provisions of paragraph 5A)a) may apply for the specified extended period provided that the amount arrived at under the provisions of 5B) shall then not exceed the amount deducted under paragraph 5A)b) for savings effected during the said extended period.

B) For increase in cost of working:

As much of the additional expenditure described in paragraph 1B) or 2B) or 3B) of items 1 or 2 or 3 of the schedule as exceeds the amount payable thereunder but not more than the additional amount which would have been payable for reduction in turnover under the provisions of paragraphs 5A)b) of this item had such expenditure not been incurred provided that if the sum insured by this item is less than the sum produced by applying the rate of wages to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

Wages
(number of weeks basis)

6. Wages (number of weeks basis)

- A) The insurance under item 6 of the schedule is limited to the loss incurred by the payment of wages for a period beginning with the number of weeks / days stated in the schedule after the occurrence of the accident and ending not later thereafter than the number of weeks specified in the schedule.
- B) The amount payable as indemnity under this item will be the actual amount which you shall pay as wages for such period to employees whose services cannot, in consequence of the accident, be utilised by you at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the accident, be utilised by you to the fullest.
- C) If the sum insured by this item is less than the aggregate amount of wages that would have been paid during the specified number of weeks immediately following the accident had the accident not occurred, the amount payable will be proportionately reduced.

Additional expenditure

7. Additional expenditure

The insurance under item number 7 of the schedule is limited to additional expenditure (in excess of that recoverable under other items) necessarily and reasonably incurred by you in consequence of the accident in order to minimise interruption of or interference with the business during the indemnity period.

Other premises

8. Other premises

If, during the indemnity period, goods shall be sold or services shall be rendered or revenue earned 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 revenue earned in respect of such sales or services shall be brought into account in arriving at the turnover or revenue during the indemnity period.

F15.5 Loss of Profits Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Accountant / auditor	<p>1. Accountant / auditor (if stated in the schedule to apply)</p> <p>Any particulars or details contained in your books of account or other business books or documents which may be required by us for the purpose of investigating or verifying any claims under this insurance may be produced and certified by your own accountants and / or auditors and their certificate will be prima facie evidence of the particulars and details to which such certificate relates.</p>
Accumulation of stock	<p>2. Accumulation of stock (if stated in the schedule to apply)</p> <p>In adjusting any loss, account will be taken and an equitable allowance made if any shortage in turnover due to the accident is postponed by reason of the turnover being temporarily maintained from accumulated stock.</p>
Action in event of an accident	<p>3. Action in event of accident</p> <p>A) When an accident occurs in consequence of which a claim may be made under this insurance, you, in addition to complying with the general conditions, shall with due diligence do and permit to be done all things which may be reasonably practicable to minimise or stop any interruption of or interference with the business or to avoid or diminish the loss.</p> <p>B) If a claim is made under this insurance you will not later than 30 (thirty) days after the expiry of the indemnity period or within such further time as we will allow, at your own expense, deliver to us 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 therefrom. No claim under this insurance will be payable unless this specific condition has been complied with and in the event of non-compliance therewith in any payment an account of the claim already made will be repaid to us.</p>
Alternative basis of settlement	<p>4. Alternative basis of settlement (if stated in the schedule to apply)</p> <p>A) The term "output" may be substituted for the term "turnover" and for the purpose of this insurance "output" shall mean "the sale value of goods manufactured by you in the course of the business at the premises" provided that:</p> <ol style="list-style-type: none"> a) only one such meaning shall be operative in connection with any accident; b) if the meaning set out above should be adopted: <ol style="list-style-type: none"> 1. clause F15.5.2. Accumulation of stock shall be of no effect; 2. clause F15.4.8. Other premises shall read as follows: <p>"if during the indemnity period goods shall be manufactured or services rendered elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, the sale value of goods so manufactured or services rendered shall be brought into account in arriving at the output during the indemnity period".</p>
Departments / branches	<p>5. Departments / branches (if stated in the schedule to apply)</p> <p>A) If the business is conducted in departments / branches, the independent trading results of which are ascertainable, the provisions of paragraphs F15.4 Basis of settlement paragraphs 1. to 5. will apply separately to each department / branch whose results are affected by the accident.</p> <p>B) If the respective sums insured are less than the aggregate of the sums produced by applying the rate of gross profit revenue or the rate of wages (as the case may be) for each department / branch of the business (whether its results are affected by the accident or not) to the relative annual turnover thereof (proportionately increased where the indemnity period exceeds 12 (twelve) months), the amount payable will be proportionately reduced.</p>

Deposit premium

6. Deposit premium (if stated in the schedule to apply)

- A) In consideration of the premium for items 1, 2, 3, 4 and / or 5 of the schedule being provisional because they are calculated on 75% (seventy-five percent) of the sum(s) insured thereby, the premium is subject to adjustment on expiry of each period of insurance as follows:
- B) If the gross profit or revenue earned or wages paid (proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year most closely concurrent with any period of insurance is less or greater than 75% (seventy-five percent) of the sum insured thereon either a *pro rata* return or additional premium not exceeding 33⅓% (thirty-three and a third percent) of the provisional premium paid for such period of insurance will be made for the difference.

New Business clause

7. New Business clause (if stated in the schedule to apply)

- A) For the purpose of assessing any loss sustained as the result of an accident occurring before the completion of the first year's trading, the terms "rate of gross profit", "rate of wages", "annual turnover", "standard turnover", "annual revenue" and "standard revenue" shall bear the following meanings:
- a) Rate of gross profit**
The rate of gross profit earned on the turnover during the 3 (three) months immediately before the date of the accident.
- b) Rate of wages**
The rate of wages to turnover during the 3 (three) months immediately before the date of the accident.
- c) Annual turnover**
12 (twelve) times the average monthly turnover for the 3 (three) months immediately before the date of the accident.
- d) Standard turnover**
The turnover which would have been achieved during the indemnity period if the average turnover during the 3 (three) months immediately before the date of the accident had been maintained.
- e) Annual revenue**
The average revenue earned during the 3 (three) months immediately before the date of the accident.
- f) Standard revenue**
The revenue which would have been earned during the indemnity period if the average revenue during the 3 (three) months immediately before the date of the accident had been maintained.

Premium rebate

8. Premium rebate (if stated in the schedule to apply)

- A) If the gross profit and / or revenue earned and / or wages paid as insured by item 5 of the schedule (all proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year most closely concurrent with any period of insurance is less than the respective sums insured thereon, a *pro rata* return of premium not exceeding 50% (fifty percent) of the premium paid on such sums insured for such period of insurance will be made for the difference, provided that if any claim shall have arisen under these items such return will be made in respect only of so much of the difference as is not due to such claim.
- B) If the specified number of 52nd parts of the wages paid as insured by item 6 of the schedule during the financial year most closely concurrent with any period of insurance is less than the sum insured thereon, a *pro rata* return of premium not exceeding 50% (fifty percent) of the premium paid on such sum insured for such period of insurance will be made for the difference, provided that if any claim shall have arisen under this item no return of premium will be made.

Reinstatement of sum insured

9. Reinstatement of sum insured (if stated in schedule to apply)

Notwithstanding the occurrence of a loss, this insurance will remain in force for the full amount subject to you agreeing to pay additional premium on the amount of such loss *pro rata* from the date of the accident to the expiry of the period of insurance.



**Standby
machinery**

10. Standby machinery

- A) Any item of machinery insured by this policy against which the word "Standby" appears in the schedule shall be maintained as standby available for immediate use in the event of the failure of the machinery to which it is standby.
- B) Should the standby position change, you shall give written notice as soon as possible to us and pay the applicable additional premium calculated from the date that the item of machinery ceased to be on standby.

F15.6 Loss of Profits Exclusion

You are not covered for the following.

**Additions,
alterations**

1. Additions, alterations or improvements

We will not be liable for loss resulting from interruption or interference with the business due to additions, alterations or improvements being effected to the damaged item on the occasion of its repair.

SECTION

F16. STATED BENEFITS

F16.1 Stated Benefits Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule. Referred to as 'you' / 'your'.
Annual earnings	The annual rate of wage, salary and cost of living allowance being paid or allowed by you to any of your principals, partners, directors or employees specified in the schedule (hereinafter in this section referred to as such person) at the time of accidental bodily injury, plus overtime, housing allowance, food allowances, commissions and other considerations of a constant character paid or allowed by you to such person during the 12 (twelve) months immediately preceding the date of accidental bodily injury.
Average weekly earnings	1/52 (one fifty-second) part of annual earnings.
Permanent disability	Loss or injury as stated in Addendum C .
Temporary total disability	Total and absolute incapacity from carrying out any usual business or occupation on a temporary basis.

F16.2 Stated Benefits Cover

You are covered for the following.

Defined events	<p>1. Defined events</p> <p>A) Bodily injury caused by accidental, violent, external and visible means to any of your principals, partners, directors or employees specified in the schedule (hereinafter in this section referred to as such person).</p> <p>B) We will pay to you, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 (twenty-four) calendar months in death or disability as specified in the schedule under the heading circumstances.</p>
Limit of indemnity	<p>2. Limit of indemnity</p> <p>A) We shall not be liable to pay for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, in excess of the limit of indemnity stated in the schedule.</p> <p>B) In any event the limit of indemnity will not exceed the amount stated in Addendum B.</p>

F16.3 Stated Benefits Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Burns disfigurement

1. Burns disfigurement

- A) Subject to the exclusion shown below, the following item is added to the definition of permanent disability:
Permanent disfigurement resulting from accidental external burns to the combined surface area of the:
- | | |
|---|---|
| <p>a) face and neck</p> <ul style="list-style-type: none"> • 100% surface area disfigurement • less than 100% surface area disfigurement <p>b) remaining parts of the body</p> <ul style="list-style-type: none"> • 100% surface area disfigurement • less than 100% surface area disfigurement | <p>Percentage of compensation</p> <ul style="list-style-type: none"> • 50% • the proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement • 25% • the proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement |
|---|---|
- B) We shall not pay under any sub-item of this extension unless the disfigurement exceeds 10% (ten percent) for the sub-item under which any claim is lodged.

F16.4 Stated Benefits Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Age limits

1. Age limits

Unless otherwise provided herein, this section shall not apply to any such person under 18 (eighteen) or over 70 (seventy) years of age.

Business limitation

2. Business limitation (if stated in the schedule to be included)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of their employment in the business.

Disappearance

3. Disappearance

In the event of the disappearance of any such person in circumstances that satisfy us that they have sustained injury to which this section applies, and that such injury has resulted in the death of such person, we will, for the purpose of the insurance afforded by this section, presume their death provided that if, after we shall have made payment hereunder in respect of such person's presumed death, they are found to be alive, such payment shall be refunded to us.

Exposure

4. Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and / or exposure to the elements, directly or indirectly resulting from mishap.

General conditions

5. General conditions

General Condition 19. Other insurances and **General Condition 23. Reinstatement of cover after loss** do not apply to this section.

Life support machinery

6. Life support machinery

Notwithstanding anything contained in the defined events, the 24 (twenty-four) month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than 3 (three) consecutive days, of life support machinery or equipment.

Medical examination

7. Medical examination

After suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by us to do so, submit to medical examination and undergo any treatment specified. We shall not be liable to make any payment unless this proviso is complied with to our satisfaction.

Temporary total disability

8. Temporary total disability

The compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain.

Workmen's Compensation

9. Workmen's compensation

Any compensation payable by us for any period of temporary total disability shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation enactment for temporary disability for the same or a lesser period.

F16.5 Stated Benefits Exclusions

You are not covered for the following.

Alcohol & narcotics

1. Alcohol, narcotics and drugs

We shall not be liable to pay compensation for death or disability in respect of such person caused (directly or indirectly) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by a member of the medical profession (other than themselves) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than themselves).

Existing physical defect

2. Existing physical defect

We shall not be liable to pay compensation for death or disability in respect of such person caused solely by an existing physical defect or other infirmity of such person.

Pregnancy

3. Pregnancy

We shall not be liable to pay compensation for death or disability in respect of such person in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae (result / complication) thereof.

Professional sport

4. Professional sport

- A) We shall not be liable to pay compensation for death or disability in respect of such person while they are, or as a result of them, engaging in:
- a) professional sport of any kind;
 - b) sport of any kind on snow or ice;
 - c) sport of any kind on horseback;
 - d) big game hunting;
 - e) mountaineering necessitating the use of ropes;
 - f) motor cycling (whether as a driver or passenger) other than for your business;
 - g) racing of any kind involving the use of any power-driven vehicle, vessel, craft;
 - h) skydiving, bungee jumping, scuba diving or sports or undertakings of a similar kind whereby you are intentionally exposed to the risk of death or injury.

Suicide

5. Suicide

We shall not be liable to pay compensation for death or disability in respect of such person by their suicide or intentional self-injury.

Travel by air

6. Travel by air

We shall not be liable to pay compensation for death or disability in respect of such person while they are travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.

SECTION

F17. GROUP PERSONAL ACCIDENT

F17.1 Group Personal Accident Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule. Referred to as 'you' / 'your'.
Permanent disability	Loss or injury as stated in Addendum C .
Temporary total disability	Total and absolute incapacity from carrying out any usual business or occupation on a temporary basis.

F17.2 Group Personal Accident Cover

You are covered for the following.

Defined events	<p>1. Defined events</p> <p>A) Bodily injury caused by accidental, violent, external and visible means to any of your principals, partners, directors or employees (hereinafter in this section referred to as such person) specified in the schedule.</p> <p>B) We will pay to you, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 (twenty-four) calendar months in death or disability as specified in the schedule under the heading circumstances.</p>
Limit of indemnity	<p>2. Limit of indemnity</p> <p>A) We shall not be liable to pay for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the limit of indemnity stated in the schedule.</p> <p>B) In any event the limit of indemnity will not exceed the amount stated in Addendum B.</p>

F17.3 Group Personal Accident Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Burns disfigurement	<p>1. Burns disfigurement</p> <p>A) Subject to the exclusion shown below, the following item is added to the definition of permanent disability: Permanent disfigurement resulting from accidental external burns to the combined surface area of the:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> a) face and neck <ul style="list-style-type: none"> • 100% surface area disfigurement • less than 100% surface area disfigurement b) remaining parts of the body <ul style="list-style-type: none"> • 100% surface area disfigurement • less than 100% surface area disfigurement </td> <td style="vertical-align: top; padding-left: 20px;"> <p>Percentage of compensation</p> <ul style="list-style-type: none"> • 50% • the proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement • 25% • the proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement </td> </tr> </table> <p>B) We shall not pay under any sub-item of this extension unless the disfigurement exceeds 10% (ten percent) for the sub-item under which any claim is lodged.</p>	<ul style="list-style-type: none"> a) face and neck <ul style="list-style-type: none"> • 100% surface area disfigurement • less than 100% surface area disfigurement b) remaining parts of the body <ul style="list-style-type: none"> • 100% surface area disfigurement • less than 100% surface area disfigurement 	<p>Percentage of compensation</p> <ul style="list-style-type: none"> • 50% • the proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement • 25% • the proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement
<ul style="list-style-type: none"> a) face and neck <ul style="list-style-type: none"> • 100% surface area disfigurement • less than 100% surface area disfigurement b) remaining parts of the body <ul style="list-style-type: none"> • 100% surface area disfigurement • less than 100% surface area disfigurement 	<p>Percentage of compensation</p> <ul style="list-style-type: none"> • 50% • the proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement • 25% • the proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement 		

F17.4 Group Personal Accident Clauses & Conditions

Specific clauses, conditions and warranties applicable to this section.

Age limits	<p>1. Age limits</p> <p>Unless otherwise provided herein, this section shall not apply to any such person under 18 (eighteen) or over 70 (seventy) years of age.</p>
Business limitation	<p>2. Business limitation (if stated in the schedule to be included)</p> <p>This section applies only in respect of accidental bodily injury to such person arising from and in the course of their employment in the business.</p>
Disappearance	<p>3. Disappearance</p> <p>In the event of the disappearance of any such person in circumstances that satisfy us that they have sustained injury to which this section applies, and that such injury has resulted in the death of such person, we will, for the purpose of the insurance afforded by this section, presume his death provided that if, after we shall have made payment hereunder in respect of such person's presumed death, they are found to be alive, such payment shall be refunded to us.</p>
Exposure	<p>4. Exposure</p> <p>Bodily injury shall be deemed to include injury caused by starvation, thirst and / or exposure to the elements, directly or indirectly resulting from mishap.</p>
General conditions	<p>5. General conditions</p> <p><u>General Condition 19. Other insurances</u> and <u>General Condition 23. Reinstatement of cover after loss</u> do not apply to this section.</p>
Life support machinery	<p>6. Life support machinery</p> <p>Notwithstanding anything contained in the defined events, the 24 (twenty-four) month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than 3 (three) consecutive days, of life support machinery or equipment.</p>
Medical examination	<p>7. Medical examination</p> <p>After suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by us to do so, submit to medical examination and undergo any treatment specified. We shall not be liable to make any payment unless this proviso is complied with to our satisfaction.</p>
Temporary total disability	<p>8. Temporary total disability</p> <p>The compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain.</p>
Workmen's Compensation	<p>9. Workmen's compensation</p> <p>Any compensation payable by us for any period of temporary total disability shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation enactment for temporary disability for the same or a lesser period.</p>

F17.5 Group Personal Accident Exclusions

You are not covered for the following.

<p>Alcohol & narcotics</p>	<p>1. Alcohol, narcotics and drugs We shall not be liable to pay compensation for death or disability in respect of such person as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by a member of the medical profession (other than themselves) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than themselves).</p>
<p>Existing physical defect</p>	<p>2. Existing physical defect We shall not be liable to pay compensation for death or disability in respect of such person caused solely by an existing physical defect or other infirmity of such person.</p>
<p>Pregnancy</p>	<p>3. Pregnancy We shall not be liable to pay compensation for death or disability in respect of such person in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae (result / complication) thereof.</p>
<p>Professional sport</p>	<p>4. Professional sport A) We shall not be liable to pay compensation for death or disability in respect of such person while they are, or as a result of them, engaging in: a) professional sport of any kind; b) sport of any kind on snow or ice; c) sport of any kind on horseback; d) big game hunting; e) mountaineering necessitating the use of ropes; f) motor cycling (whether as a driver or passenger) other than for your business; g) racing of any kind involving the use of any power driven vehicle, vessel, craft; h) skydiving, bungee jumping, scuba diving or sports or undertakings of a similar kind whereby you are intentionally exposed to the risk of death or injury.</p>
<p>Suicide</p>	<p>5. Suicide We shall not be liable to pay compensation for death or disability in respect of such person by their suicide or intentional self-injury.</p>
<p>Travel by air</p>	<p>6. Travel by air We shall not be liable to pay compensation for death or disability in respect of such person while they are travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.</p>

SECTION

F18. SOLAR PLANT

F18.1 Solar Plant Definitions

The definitions used in this section.

The Insured	The policyholder named in the schedule. Herein referred to as 'you' / 'your'.
Solar plant	Electricity generating system designed to supply usable solar electricity by means of photovoltaics. It consists of an arrangement of several components, including a solar array and an inverter. These may be linked to one or more batteries.
Solar array	One or more photovoltaic (PV) solar panel(s), which are fitted in any of the following ways: <ul style="list-style-type: none"> • Rooftop-fitted: solar array fitted on a roof and of which the lowest point of any PV panel is at a height of at least 3 (three) meters from the ground; or • Pylon-fitted: solar array fitted on a frame on a pylon and of which the lowest point of any PV panel is at a height of at least 3 (three) meters from the ground; or Ground-fitted: solar array fitted on a frame on the ground or on a roof / pylon and of which the lowest point of any photovoltaic panel is at a height of less than 3 (three) metres from the ground.
Inverter	A device that converts direct current (DC) electricity generated by the solar array (or which may be supplied by a battery) to alternating current (AC) electricity.
Balance-of-system	The solar plant, including cabling and other hardware, but excluding the solar array.
Capacity	The maximum output, in watt, of the solar plant or any of its individual components, as per the manufacturers' specifications.
New replacement value	The cost at which a reputable solar plant supplier would sell such equipment in the normal course of its business.

F18.2 Solar Plant Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance	It is your responsibility to ensure that your property is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	In respect of 1. Partial Loss and 2. Total Loss (as described in F18.6. Basis of Indemnification), if at the time of repair, replacement or reinstatement, the sum representing the cost that would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, then you shall be considered as being your 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 1(one), to which these conditions apply shall be separately subject to this provision.

F18.3 Solar Plant Excess

The amount payable by you.

Excess	Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and Addendum A .
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F18.4 Solar Plant Cover

You are covered for the following.

Insured events

1. Insured events

You are covered for loss of or damage to the whole or part of the solar plant described in the schedule, owned by you or for which you are legally responsible, by any accident or misfortune not otherwise excluded.

F18.5 Solar Plant Extensions

You are also covered for the following.

The amount of our 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:

Clearance costs

1. Clearance costs

- A) Costs necessarily and reasonably incurred by you in respect of demolition or dismantling of solar plant 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.
- B) The total amount recoverable is limited to the percentage stated in **Addendum B**.

Professional fees

2. Professional fees

- A) Professional fees necessarily and reasonably incurred in the repair or reinstatement of solar plant following indemnifiable loss or damage.
- B) The amount payable in respect of such fees is limited to the percentage stated in **Addendum B** and shall not include expenses incurred in connection with the preparation of your claim.

F18.6 Solar Plant Basis of Indemnification

Partial loss

1. Partial loss

- A) If the insured solar plant 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 (including alteration or addition necessitated by incompatibility of any replacement parts), improvement or overhaul carried out at the time of repair are not recoverable under this sub-section;
 - c) if, without our consent, temporary repairs are carried out by you in the interests of safety or to minimise further loss or damage to the property insured, the cost of such temporary repairs will be borne by us. 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 your account;
 - d) where the damage is restricted to a part or parts of an insured item, we shall not be liable for an amount greater than the value of such part or parts.

Total loss

2. Total loss

- A) In cases where the solar plant (or any of its individual components) 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.
- B) Notwithstanding the provisions of A) above, in respect of solar array and batteries linked to the solar plant, indemnity will be limited to the percentages stated in **Addendum B**.

F18.7 Solar Plant Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

<p>Certificate of Compliance</p>	<p>1. Certificate of Compliance</p> <p>A) It is warranted that the solar plant must be installed by a qualified electrician and in accordance with the relevant South African National Standards (SANS) regulations and that the applicable electrical Certificate of Compliance be issued by such electrician.</p> <p>B) It is further warranted that the Certification of Compliance must be re-issued by the relevant qualified electrician at every subsequent addition to or upgrade of the insured solar plant.</p>
<p>Ground-fitted solar array</p>	<p>2. Ground-fitted solar array</p> <p>A) It is warranted that cover for theft of solar array not roof-fitted or pylon-fitted (as defined), is subject to the installation of:</p> <p>a) an electrified perimeter fence around the solar array. Such fence must be at least 1.8m (one comma eight) meters in height and must be maintained in full working order; and</p> <p>b) a tamper alarm to such electrified perimeter fence, which must be linked to your dwelling or mobile device and which must be maintained in full working order.</p>
<p>Hire purchase / finance agreements</p>	<p>3. Hire purchase / finance agreements</p> <p>Where we have knowledge of the property insured or any individual item thereof being the subject of a suspensive sale, hire purchase or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to us in respect of loss or damage indemnifiable by this sub-section of the section.</p>
<p>Surge / lightning arrestors</p>	<p>4. Surge / lightning arrestors</p> <p>A) It is warranted that the main distribution board of any solar plant must be fitted with a South African National Standards (SANS) approved combination class 1 (one) and class 2 (two) surge arrestor.</p> <p>B) Such arrestor must be installed by a qualified electrician and in accordance with the relevant SANS regulation.</p>
<p>Theft of solar array</p>	<p>5. Theft of solar array</p> <p>Loss or damage caused by theft or attempted theft of the solar array is subject to visible evidence of forced removal of or tampering with the solar panel(s).</p>
<p>Theft of balance-of-system</p>	<p>6. Theft of balance-of-system</p> <p>Loss or damage caused by theft, burglary or any attempt thereat, of the inverter and / or batteries linked to the solar array is subject to visible signs of forcible entry into or exit from the buildings in which such items are installed.</p>

F18.8 Solar Plant Exclusions

You are not covered for the following.

<p>Collapsing</p>	<p>1. Collapsing due to faulty design</p> <p>A) We will not be liable to indemnify you in respect of loss of or damage to any portion of the insured solar plant resulting from the collapsing of the roof, pylon or any other structure on which the solar array is installed and such collapse being caused by or resulting from:</p> <p>a) the inability of the structure to support the weight of the solar array; or</p> <p>b) any other cause associated with the design or construction of the support structure of the solar array that may be considered faulty, defective or inadequate.</p>
<p>Derangement</p>	<p>2. Derangement</p> <p>We will not be liable to indemnify you, irrespective of the original cause in respect of derangement, unless accompanied by physical damage otherwise covered by this section.</p>

Loss of use	<p>3. Loss of use</p> <p>We will not be liable to indemnify you irrespective of the original cause in respect of loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein.</p>
Maintenance / leasing agreement	<p>4. Maintenance / leasing agreement</p> <p>We will not be liable to indemnify you irrespective of the original cause in respect of loss or damage recoverable under the terms of any maintenance and / or leasing agreement effected by or on behalf of you covering your equipment.</p>
Overloading	<p>5. Overloading</p> <p>We will not be liable to indemnify you irrespective of the original cause in respect of loss or damage caused by overloading of any component of the solar plant. In this regard, overloading is when the sum of the wattage of all electrical equipment which draws AC electricity from any component of the solar plant, exceeds the capacity, as per manufacturers' specifications, of such component.</p>
Parts with a short lifespan	<p>6. Parts with a short lifespan</p> <p>A) We will not be liable to indemnify you, irrespective of the original cause, in respect of parts having a short lifespan such as (but not limited to) bulbs, valves, contacts, X-Ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits.</p> <p>B) If such parts are damaged as a result of physical loss or damage as provided for by this section to other parts of the property insured, we shall indemnify you for the residual value prior to the loss of such exchangeable parts.</p>
Reduced capacity	<p>7. Reduced capacity</p> <p>We will not be liable to indemnify you irrespective of the original cause, for a gradual reduction of the capacity of the solar array or any battery(ies) linked thereto.</p>
Solar panels on thatch roof	<p>8. Solar panels fitted on thatch roof</p> <p>We do not cover loss or damage to a solar array that is fitted on a thatch roof.</p>
Undamaged components	<p>9. Undamaged components</p> <p>We shall not be liable to replace any undamaged components of the solar plant.</p>
Wastage of material	<p>10. Wastage of material</p> <p>We will not be liable to indemnify you irrespective of the original cause in respect of wastage of material or the like or wearing out of any part of the insured solar plant 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.</p>

SECTION

F19. AGRICULTURAL IRRIGATION

F19.1 Agricultural Irrigation Definitions

The definitions to be used in this section.

The Insured	The policyholder named in the schedule. Referred to as 'you' / 'your'.
Irrigation equipment	Irrigation equipment on wheels (including centre pivots) and parts and accessories whilst thereon or attached thereto including but not limited to full set of towers, centre point (hub) and truss, overhang and tyres on each tower as well as the power unit / control panel at the centre point, but excluding: <ol style="list-style-type: none"> pumps; any power unit / power point that does not form part of the towers or is not directly attached to the centre point.
Occurrence	An occurrence or series of occurrences arising from one cause in connection with any one insured item in respect of which indemnity is provided by this section.
Premises	The land on which your irrigation equipment is situated.

F19.2 Agricultural Irrigation Underinsurance

It is your responsibility to ensure that your property is adequately insured.

Underinsurance	It is your responsibility to ensure that your irrigation equipment is adequately insured. If you are underinsured, Average (as defined) may apply.
Average	If the irrigation equipment insured is, at the commencement of any damage to such irrigation equipment by any peril insured against, individually or collectively of greater value than the sum insured thereon, then you shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

F19.3 Agricultural Irrigation Excess

The amount payable by you.

Excess	Our compensation is limited to the amount stated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and Addendum A .
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F19.4 Agricultural Irrigation Cover

You are covered for the following.

All risks	<ol style="list-style-type: none"> All risks cover (if stated in the schedule to apply) Loss of or damage to the whole or part of the irrigation equipment described in the schedule by any accident or misfortune not otherwise excluded.
Wind only	<ol style="list-style-type: none"> Wind only cover (if stated in the schedule to apply) Loss or damage to the whole or part of the irrigation equipment described in the schedule directly caused only by wind.

F19.5 Agricultural Irrigation Extensions

Capital additions

1. Capital additions

- A) The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to equipment for an amount not exceeding 15% (fifteen percent) of the sum insured thereon.
- B) You undertake to advise us each annual quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon. If the period of insurance is not quarterly, then the words 'each quarter' are amended to 'each month'.

Cost of demolition & debris removal

2. Cost of demolition and debris removal

- A) The insurance under this section includes costs necessarily incurred by you in respect of the demolition of machinery and / or the removal of debris following damage to the irrigation equipment insured by a defined event.
- B) The removal cost shall not exceed 10% (ten percent) of the sum insured in respect of the irrigation equipment affected.
- C) We will not pay for any costs or expenses:
 - a) incurred in removing debris except from the site of where / on which such irrigation equipment was destroyed or damaged and the area immediately adjacent to such site;
 - b) arising from pollution or contamination of irrigation equipment not insured by this policy / section.

Professional fees

3. Professional fees

- A) The insurance under this section includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the irrigation equipment insured following damage by a defined event, but in no case exceeding 15% (fifteen percent) of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured in respect of the irrigation equipment affected.
- B) The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of your claim.

F19.6 Agricultural Irrigation Optional Extension

You will only be entitled to this optional extension if stated in your schedule, and for which additional premium has been paid.

Pumps

1. Pumps

- A) This section has been extended to cover loss or damage to pumps used exclusively to provide water to the irrigation equipment stated in the schedule.
- B) Our liability shall be limited to the sum insured stated in the schedule.
- C) This extension excludes pumps and equipment in rivers, on banks of rivers and streams below the historical 100 (one hundred) year maximum flood level.

F19.7 Agricultural Irrigation Clauses & Conditions

Specific clauses, conditions and warranties applicable to this section.

Applicable to All risks cover only

Regular servicing

1. Regular servicing

- A) It is a condition of this section that regular servicing and maintenance of the irrigation equipment, as required or described by the manufacturer of the equipment, be conducted.
- B) In addition to the maintenance required in A) above, the irrigation equipment must be serviced prior to the commencement of the new planting season following a period of at least 30 (thirty) consecutive days during which the equipment was not used.
- C) You shall record and provide to us details of all servicing, maintenance and repairs done at our request.
- D) Failure to comply with this condition shall render the cover under this section null and void and we shall not be liable to indemnify you.

Applicable to Wind only and All risks cover

Alterations and misdescription

1. Alterations and misdescription

The insurance under this section shall not be prejudiced by any alteration or misdescription whether due to the transfer of processes or machinery or by virtue of acquisition of additional equipment, structural alterations or repairs to irrigation equipment, provided that notice is given to us as soon as possible after such event but not later than 30 (thirty) days and you agree to pay additional premium if required.

Alternative replacement condition

2. Alternative replacement condition (design capacity)

- A) In the event of irrigation equipment insured which has a measurable function, capacity or output being damaged by an event not excluded in terms of this section and it not being possible to replace or reinstate such property in terms of the reinstatement value conditions, then we will pay the cost of replacing such property with property the quality, capacity, function or output of which is as near as possible but not inferior to that of the original property provided that:
 - a) Proviso A), B) and C) of **F19.7.5 Reinstatement value condition** apply equally to this clause.
- B) In applying the provisions of proviso B) of **F19.7.5 Reinstatement value condition**, the cost (as provided for in proviso B)) 'which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged' will be increased by such amount payable under the alternative replacement clause which is in excess of that which would have been payable under the reinstatement value conditions clause, had it been possible to reinstate or replace the property in terms thereof.

Disposal of salvage

3. Disposal of salvage

- A) Without diminishing our rights to rely on the provisions of the general conditions in the event of a loss, we agree that we will not sell or otherwise dispose of any property which is the subject of a claim hereunder without your consent, provided that you can establish to our satisfaction that to do so will prejudice your interests in which event we agree to give you first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.
- B) You shall not be entitled under the provisions of this clause to abandon any property to us whether we have taken possession thereof or not.

Mortgagee

4. Mortgagee

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

Reinstatement value condition

5. Reinstatement value condition

- A) In the event that your irrigation equipment is damaged by any of the insured events, we shall either reinstate or replace the property with property of substantially the same kind or type, but not superior nor more extensive than the property when new, provided that:
 - a) the replacement or reinstatement must take place on the same site;
 - b) the work of replacement or reinstatement must be carried out without unreasonable delay. In the event that we determine, at our discretion, that you have failed to carry out the replacement or reinstatement without unreasonable delay, we will only compensate you up to the amount which would have been payable under this section if these reinstatement value conditions had not been incorporated (that is on an indemnity settlement basis);
 - c) until you have incurred the full expenditure required in order to replace or reinstate the damaged equipment, we shall not be liable for any payment in excess of the amount which would have been payable under this section if these conditions had not been incorporated (that is on an indemnity settlement basis).
- B) If at the time of replacement or reinstatement the total cost which would have been incurred in replacement or reinstatement of the equipment, assuming a total loss, exceeds the sum insured at the date that such damage occurred, you will be considered to be your own insurer for the difference between these two amounts and must bear a rateable proportion of the loss. Every item, if more than one, of this section is separately subject to this provision.
- C) You will not be covered under this clause if:
 - a) you fail to advise us of your intention to replace or reinstate the damaged equipment within **90 (ninety) days** of the date that such damage occurs; and
 - b) you are unable or unwilling to replace or reinstate the equipment on the same site.

F19.8 Agricultural Irrigation Exclusions

You are not covered for the following.

Heating or drying

1. Heating or drying

This section does not cover damage to property occasioned by its undergoing any heating or drying process.

Safety override button

2. Safety override button

This section does not cover damage to irrigation equipment resulting directly from the use of the safety override button or switch.

Subsidence and landslip

3. Subsidence and landslip

This section does not cover damage to irrigation equipment caused by subsidence and landslip.

SECTION

F20. PEDIGREED ANIMALS

F20.1 Pedigreed Animals Definitions

The definitions used in this section.

The Insured

The policyholder named in the schedule. Herein referred to as 'you' / 'your'.

F20.2 Pedigreed Animals Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

F20.3 Pedigreed Animals Cover

You are covered for the following.

Defined events

1. Defined events

- A) We shall indemnify you in respect of:
 - a) death during the period of insurance of any pedigreed animal as specified in the schedule (or for insurance for any annual period only in the event of death of such pedigreed animal occurring within 30 (thirty) days after expiry of this insurance) as a result of any violent accident including fire and lightning (excluding storm, wind, water, hail or snow); or
 - b) euthanasia which is administered on the authority of a qualified veterinary surgeon as a result of injuries caused by the insured perils, or illness or disease manifesting itself during the period of insurance.
- B) Indemnity under this section is subject to written notice of such violent accident, illness or disease having been given to us (before expiry of this insurance) for the actual value of such pedigreed animal at the time of the accident (or manifesting of illness or disease) causing its death.
- C) Our liability shall not exceed the limit of liability specified in the schedule in respect of such pedigreed animal.

F20.4 Pedigreed Animals Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Freezing

1. Freezing

- A) We shall, following death or destruction of the pedigreed animal(s) described in the schedule directly caused by freezing with the exception of loss or damage due to a drop in the temperature which is not accompanied by storm, wind, water, hail or snow, make good the difference between the sum realised by the disposal of the pedigreed bull and the amount insured as stated in the schedule.
- B) The cover under this extension will only commence after a period of 7 (seven) days has expired / lapsed from the inception date of this extension.

**Impotency
Accident**

2. Impotency of pedigreed bulls / rams as a result of accident only

- A) Should the pedigreed bull described in the schedule be proved by production of satisfactory evidence and certificates to be permanently impotent or infertile or to be permanently incapable of natural service as a result of:
 - a) an injury caused by an external accident which accident leaves outwardly visible signs; and sustained during the period of insurance, we shall after a period of 3 (three) calendar months has elapsed from the date of notification of the impotency, infertility or incapability of natural service, make good the difference between the sum realised by the disposal of the pedigreed bull and the amount insured as stated in the schedule.
- B) We shall not be liable for any claims in respect of consequential loss however this may arise.
- C) It shall be a condition prior to the commencement of cover and any subsequent term of insurance following thereupon in terms of this extension that a fertility certificate issued by a qualified veterinary surgeon must be obtained and submitted to us. No more than 60 (sixty) days may elapse between when the certificate is obtained and cover commences.

**Impotency
Accident and / or
illness**

3. Impotency of pedigreed bulls / rams as a result of accident and / or illness

- A) Should the pedigreed bull described in the schedule be proved by production of satisfactory evidence and certificates to be permanently impotent or infertile or to be permanently incapable of natural service as a result of:
 - a) an injury caused by an external accident which accident leaves outwardly visible signs; or
 - b) illness; and sustained during the period of insurance, we shall after a period of 3 (three) calendar months has elapsed from the date of notification of the impotency, infertility or incapability of natural service, make good the difference between the sum realised by the disposal of the pedigreed bull and the amount insured as stated in the schedule.
- B) We shall not be liable for any claims in respect of consequential loss however this may arise.
- C) It shall be a condition prior to the commencement of cover and any subsequent term of insurance following thereupon in terms of this extension that a fertility certificate issued by a qualified veterinary surgeon must be obtained and submitted to us. No more than 60 (sixty) days may elapse between when the certificate is obtained and cover commences.

Redwater

4. Redwater fever

Exclusion F20.6.11. Sickness or disease A)a) will not apply to this extension.

Heartwater

5. Heartwater fever

Exclusion F20.6.11 Sickness or disease A)b) will not apply to this extension.

Gall sickness

6. Gall sickness

Exclusion F20.6.11 Sickness or disease A)c) will not apply to this extension.

Pulpy kidney

7. Pulpy kidney

Exclusion F20.6.11 Sickness or disease A)d) will not apply to this extension.

Blue tongue

8. Blue tongue

Exclusion F20.6.11 Sickness or disease A)e) will not apply to this extension.

Plant poisoning

9. Plant poisoning

The 65% (sixty-five percent) limitation as per **Exclusion F20.6.10. Poisoning B)** will not apply to this extension.

Transit cover

10. Transit cover

Exclusion F20.6.16. Transit on land of this section is cancelled.

- A) In consideration of the payment of an additional premium the cover under this section is extended to include death or loss of the pedigreed animal by hijacking, fire, loading and unloading, collision, overturning of the conveyance, and including theft whilst being transported within the territorial limits provided that:
 - a) we will not be liable for the first amount payable stated in the schedule in respect of each claim; and

- b) our liability for all losses or damage arising from any 1 (one) event shall not exceed the limit of liability stated in the schedule.
- B) This extension also includes:
- a) Fire extinguishing charges**
- If the pedigreed animal described in the schedule is lost due to fire whilst in the course of a transit insured by this section, we will, in addition to indemnifying you for such loss, pay for the cost of extinguishing or attempting to extinguish such fire, provided that the maximum amount payable under this extension shall not exceed the amount stated in **Addendum B**.
- b) Debris removal**
- The insurance under this section includes costs necessarily incurred by you in respect of the clearing up and removal of debris following damage to the means of conveyance or to the pedigreed animal thereon, provided that the maximum amount payable under this extension shall not exceed the amount stated in **Addendum B**.
- C) This extension specifically excludes:
- a) fire, unless occurring during the actual course of transit;
- b) inoculation, castration, docking or surgical operations or parturition or their consequences or pregnancy;
- c) jumping;
- d) death of the insured animal if under the age of 3 (three) months;
- e) we shall not be liable for any accident, injury, loss, damage or liability incurred while any vehicle is driven by:
1. you while under the influence of intoxicating liquor or drugs 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;
 2. any other person with your general consent who, to your knowledge, is under the influence of intoxicating liquor or drugs or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licensed to drive such vehicle, but this shall not apply if you were unaware that the driver was unlicensed and you can prove to our satisfaction that, in the normal course of your business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.
- (Any driver shall be deemed to be licensed to drive the vehicle if they are complying with the licensing laws relating to any of the territories referred to under the territorial limits of this section, or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.)*
- f) trampling or suffocation resulting in death or destruction of pedigreed animals whilst in transit in or on any means of conveyance;
- g) theft from any unattended means of conveyance in your custody or control or any of your principals, partners, directors or employees unless the insured animal is kept in a completely locked building and entry to or exit from such building is accompanied by visible and violent force.
- D) Additional conditions applicable to Transit:
- a) Period of transit**
- Transit shall be deemed to commence with the loading on any means of conveyance (including carrying goods thereto) and continues during transportation to the consignee and temporary storage during the course of the journey and to end with the delivery including unloading of the pedigreed animal at the destination.
- b) Refusal of receipt**
- If any consignee refuses to accept the pedigreed animal despatched by you then transit shall be deemed to continue and the insurance in respect of such animal shall remain in force until the animal is delivered at your premises, provided that you shall take all reasonable steps to ensure that the animal is returned to you as soon as is reasonably possible.

c) Other means of conveyance

Where the means of conveyance is by specified vehicle(s) the insurance under this section shall apply to pedigreed animals in or on any vehicle temporarily used in place thereof whilst the specified vehicle is undergoing repair or servicing, provided that such replacement vehicle is not your property nor leased or hired by you under a lease or hire purchase agreement except when hired for such period as is necessary for repair or servicing of the specified vehicle.

d) Breakdown of means of conveyance

In the event of breakdown during transit of the means of conveyance or if for any reason beyond your control the pedigreed animal is endangered, nothing contained herein shall prevent the use of any other form of transport to assist completion of the transit and the insurance afforded shall not be prejudiced thereby.

Theft

11. Theft

Exclusion F20.6.15. Theft will not apply to this extension.

- A) In consideration of the payment of an additional premium the cover under this section is extended to include theft of pedigreed animals described in the schedule from the insured premises or the insured place as specified in the schedule provided that:
- a) no liability will exist under this extension for loss as a result of theft, or the unlawful removal of any pedigreed animal(s) unless 60 (sixty) days have lapsed since the incident was reported to us and then only if the animal(s) has / have not been recovered or found during this period;
 - b) in the event of a claim you will immediately inform the local police and inform us within 48 (forty-eight) hours of such theft of the pedigreed animal(s). You will provide us with the necessary police reference number with the claim form;
 - c) you will take whatever steps are necessary to assist with the arrest of the suspected guilty parties and the recovery of the animal(s). If you have recovered the animal(s) and they are in your custody and control or you are in possession of any information about the identification or location of the suspected guilty parties, you will inform us immediately;
 - d) if, after the payment of a claim under this section the lost animal(s) are recovered or found, we reserve the right to take ownership and possession of such animal(s);
 - e) any theft must be accompanied by visible entry or exit from such insured premises
 - f) the cover under this extension will only commence after a period of **7 (seven) days** has expired / lapsed from the inception date of the cover.

Riot and strike

12. Riot and strike

- A) In consideration of the payment of an additional premium and subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:
- a) civil commotion, labour disturbances, riot, strike or lock-out;
 - b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in a) above.
- B) This extension does not cover:
- a) loss or damage occurring in the Republic of South Africa and Namibia;
 - b) consequential or indirect loss or damage of any kind or description whatsoever;
 - c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
 - d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - e) loss or damage related to or caused by any occurrence referred to in **General Exclusion 16. War, riot and terrorism B) to F)** 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.
- C) If we allege that, by reason of proviso B), loss or damage is not covered by this section, the burden of proving the contrary shall rest on you.

F20.5 Pedigreed Animals Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Condition of animals	<p>1. Condition of animals</p> <p>It is warranted that the pedigreed animal(s) described in the schedule are all in good condition and free from any injury or illness at the commencement of this insurance.</p>
Situation and use	<p>2. Situation and use</p> <p>No pedigreed animal shall be removed from the premises stated in the schedule for the purpose of being kept permanently elsewhere without our prior written consent.</p>
Notification of claim	<p>3. Notification of claim</p> <p>A) Notwithstanding anything to the contrary contained in General Condition 6. Claims:</p> <p>a) you shall give immediate notice to us of any illness of or accident to any pedigreed animal described in the schedule and shall at your own expense immediately provide for adequate attendance and treatment by a veterinary surgeon and when required shall furnish a report by the attending veterinary surgeon on the condition of the pedigreed animal. You shall at all times use and exercise all due and reasonable care and safe-guard against loss or danger of loss and shall comply with all reasonable regulations and directions given by us or by a veterinary surgeon appointed by us;</p> <p>b) on the death of any pedigreed animal described in the schedule you:</p> <ol style="list-style-type: none"> 1. shall immediately give written notice thereof to us and shall give us the opportunity of inspecting the carcass by not butchering or disposing of such carcass before expiry of a minimum period of 24 (twenty-four) hours after such notice has been received by us; 2. at your own expense shall within 14 (fourteen) days after being requested to do so, furnish us with such information accompanied by such veterinary certificates and satisfactory proof as to death, identity and value of the pedigreed animal as we may require. The burden of proving that an insured pedigreed animal has not died from an excluded cause as described in this section shall rest upon you; 3. shall, if the claim be admitted, dispose of the carcass to our best advantage and the amount realised shall be paid to us.

F20.6 Pedigreed Animals Exclusions

You are not covered for the following.

Animals not belonging to you	<p>1. Animals not belonging to you</p> <p>We shall not be liable in respect of damage to or loss of pedigreed animals not belonging to you or held in trust by you or in your custody or under your control or that of any of your employees or agents.</p>
Attack by animals	<p>2. Attack by animals</p> <p>We shall not be liable in respect of loss directly or indirectly resulting from or arising out of any attack by dogs or wild animals.</p>
Contamination	<p>3. Contamination</p> <p>We shall not be liable in respect of loss directly or indirectly resulting from or arising out of any disease, ailment or condition in any pedigreed animal described in the schedule, carcass or product thereof which may spread, contaminate or otherwise injure.</p>
Destruction in compliance	<p>4. Destruction in compliance</p> <p>We shall not be liable in respect of loss directly or indirectly resulting from or arising out of destruction of any animal in compliance with the requirements of any statute or any order of a government department or local authority.</p>
Erroneous feeding	<p>5. Erroneous feeding</p> <p>We shall not be liable in respect of loss directly or indirectly resulting from or arising out of erroneous feeding.</p>

Frostbite

6. Frostbite

We shall not be liable in respect of loss directly or indirectly resulting or arising from frostbite.

Independent contractors

7. Independent contractors

We shall not be liable in respect of loss directly or indirectly resulting from or arising out of actions performed for you by independent contractors or liabilities assumed by contract or agreement.

Intentional slaughter

8. Intentional slaughter

- A) We shall not be liable in respect of loss directly or indirectly resulting from or arising out of the intentional slaughter or destruction of pedigreed animals whether by or under order of any government or public or local authority or any person or body having jurisdiction in the matter or otherwise, provided that we will not invoke this particular exception as a defence where:
- a) we shall have expressly agreed to destruction of the pedigreed animal or;
 - b) an insured pedigreed animal suffers an injury or is affected with an excessively painful disease and a qualified veterinary surgeon appointed by us certifies that it is incurable and so excessive that immediate destruction is imperative for humane reasons or;
 - c) an insured pedigreed animal suffers an injury and a qualified veterinary surgeon appointed by you shall first have given a certificate that the suffering of the pedigreed animal is incurable and so extensive that immediate destruction is imperative for humane reasons without waiting for the appointment of a veterinary surgeon by us.
- B) In all such cases of A)a), A)b) or A)c) above we shall be given the opportunity of having a post mortem examination carried out by a veterinary surgeon appointed by us, should we so desire.

Liability to third parties

9. Liability to third parties

We shall not be liable in respect of loss directly or indirectly resulting from or arising out of liability to third parties.

Poisoning

10. Poisoning

- A) We shall not be liable in respect of loss directly or indirectly resulting from or arising out of poisoning of any kind.
- B) Notwithstanding A) above, we will indemnify you to the extent of 65% (sixty-five percent) of the sum insured in respect of accidental plant poisoning or poisoning arising out of feeding and / or watering and / or dipping.

Sickness or disease

11. Sickness or disease

- A) We shall not be liable in respect of loss directly or indirectly resulting from or arising out of:
- a) redwater fever;
 - b) heartwater fever;
 - c) gall sickness;
 - d) pulpy kidney;
 - e) blue tongue;
 - f) any tick-borne disease manifesting itself within 30 (thirty) days of the inception of the policy.

Foreign objects

12. Foreign objects

We shall not be liable in respect of loss directly or indirectly resulting from or arising out of foreign objects in the alimentary canal of any livestock.



Surgical operation or medication

13. Surgical operation or medication

- A) We shall not be liable in respect of loss directly or indirectly resulting from or arising out of death directly or indirectly caused by or in consequence of:
- a) any surgical operation unless conducted by a qualified veterinary surgeon and certified by them to have been necessitated solely by accident, disease or illness and to have been carried out in an attempt to preserve the pedigreed animal's life; or
 - b) the administration of any medication unless by a qualified veterinary surgeon (or experienced personnel directed by them) and certified by a veterinary surgeon to have been of a prophylactic nature or necessitated by accident, disease or illness. As used herein, 'medication' includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or water;
 - c) erroneous dosage, whether malicious or by accident.

Territorial limits

14. Territorial limits

We shall not be liable in respect of loss directly or indirectly resulting from or arising out of accident or illness or disease sustained or contracted elsewhere than in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia or Malawi.

Theft

15. Theft

We shall not be liable in respect of loss directly or indirectly resulting from or arising out of theft of pedigreed animals.

Transit on land

16. Transit on land

We shall not be liable in respect of loss occurring whilst in transit.

Transit by air or sea

17. Transit by air or sea

We shall not be liable in respect of loss directly or indirectly resulting from or arising out of accident or illness or disease sustained or contracted during transit by air or by sea.

Unfitness or incapacity

18. Unfitness or incapacity

We shall not be liable in respect of loss directly or indirectly resulting from or arising out of unfitness for or incapacity to fulfil the functions or duties for which the pedigreed animal is kept.



04. LIABILITY SECTIONS (L-)

Pages 163 to 177 below detail the cover that relates to the liability sections of this policy.

Sections

The sections are easily identified by the 'L' prefix, as follows:

LD01: Personal liability

LF02: Public liability (Farming)

SECTION

LD01. PERSONAL LIABILITY

LD1.1 Personal Liability Definitions

The definitions to be used in this section.

The Insured

The policyholder named in the schedule and any member of their family normally residing with them (including children that are financially dependent on them). Herein referred to as 'you' / 'your'.

LD1.2 Personal Liability Cover

You are covered for the following, provided that either Houseowners or Householders cover is in force.

All sums

1. All sums which you are legally liable to pay as a result of:

- A) Death of or bodily injury to or illness of any third party.
- B) Physical loss of or physical damage to tangible property belonging to any third party, occurring during your period of insurance as a result of an accident occurring anywhere in the Republic of South Africa.

All costs

2. All costs and expenses of litigation:

- A) Lawfully and reasonably recovered by any third party against you.
- B) Incurred with our written consent and which is in respect of a claim made against you that is covered in this section.

Limit of indemnification

3. Limit of indemnification

The amount payable in respect of any one accident or series of accidents arising out of one event, will not exceed the amount stated in **Addendum B** and shall be inclusive of all compensation and all costs of litigation and all other costs and expenses.

LD1.3 Personal Liability Extensions

You are also automatically covered for the following.

Domestic employees

1. Domestic employees

- A) Notwithstanding exclusion 5.5.1, we will indemnify you for your legal liability in respect of the death of or bodily injury to or illness of any domestic employee acting in the course of their employment with you at the time of the event.
- B) Our liability is limited to the amount stated in **Addendum B**.

Wrongful arrest

2. Wrongful arrest

- A) All sums for which you are held to be legally liable for as a result of the wrongful arrest or alleged wrongful arrest of any person other than:
 - a) a person who is under a contract of service or apprenticeship with you; or
 - b) a member of your family or household.
- B) This cover is extended to include liability arising out of your activities as a member of a neighbourhood watch or a block watch group or a similar voluntary non-profit organisation.
- C) The amount payable for all compensation, damages, costs and expenses will not exceed the amount stated in **Addendum B** in respect of death, injury, illness, loss and damage sustained during your period of insurance, calculated from the inception or renewal date of the policy.

LD1.4 Personal Liability Conditions

The specific conditions applicable to this section.

Conditions

1. Conditions

- A) In the case of any occurrence, we may compensate you up to the maximum sum payable as stated in the schedule under this section (less any sum or sums already paid) or any lesser sum for which the claim(s) can be settled and we relinquish to you the conduct of any defence, settlement or proceedings.
- B) If we relinquish such conduct, we shall not be responsible for any damage alleged to have been suffered by you in consequence of any alleged action or omission in relinquishing the defence, settlement or proceedings to you.
- C) If we elect to conduct any defence, settlement or proceedings on your behalf, we shall not be responsible for any damage alleged to have been suffered by you in consequence of any alleged action or omission by us related to the defence, settlement or proceedings.
- D) In respect of your liability and in the event of your death, we shall indemnify your personal estate representatives as per the terms of and subject to the limitations of this section, provided that your personal estate representatives must (as though they were the insured under this policy) observe, fulfil and be subject to the terms, exceptions and conditions of this policy.

LD1.5 Personal Liability Exclusions

You are not covered for the following.

Employees

1. Employees

Liability in respect of the death of or bodily injury to or illness of any employee (excluding any domestic employee) acting in the course of their employment with you at the time of the event.

Family or household

2. Members of your family or household

Liability in respect of the death of or bodily injury to or illness of any person who is a member of your family normally residing with you.

Jurisdiction

3. Jurisdiction

- A) Compensation for damages in respect of judgments delivered or obtained in the first instance other than by a Court of competent jurisdiction within the Republic of South Africa.
- B) Costs and expenses of litigation recovered by any third party from you and which are not incurred in and recoverable in the Republic of South Africa.

Property under your control

4. Property under your control

Liability in respect of loss of or damage to any property which you are in charge or in control of, or any property which you own and which is in the possession of or under the control of your employee or agent.

Pollution

5. Pollution or contamination

- A) Liability in respect of:
 - a) death, injury, illness, loss or damage caused by or in connection with or arising from seeping, pollution or contamination;
 - b) the cost of removing, nullifying or cleaning up any seeping, polluting or contaminating substances, unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected event.

Profession

6. Profession or business

Liability in respect of death, bodily injury, illness, loss or damage caused by or in connection with or arising from your profession or business.

Punitive damages

7. Punitive damages

Liability for punitive, exemplary or vindictive damages, fines or penalties awarded against you in any Court.



Subsequent costs

8. Subsequent costs

Costs and expenses incurred by you subsequent to the date on which we have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any occurrence.

Lifts and vehicles

9. Lifts and vehicles

Liability in respect of death, bodily injury, illness, loss or damage caused by or in connection with or arising from the ownership or possession or use of lifts or mechanically propelled vehicles or trailers (other than motorised gardening equipment), animal-drawn vehicles, aircraft, radio controlled vehicles (RCV), unmanned aerial vehicles (UAV), drones or watercraft (other than a rowing boat, surfboard, paddle ski, windsurfer or canoe / kayak), by you or on your behalf.

SECTION

LF01. PUBLIC LIABILITY (FARMING)

LF1.1 Public Liability Definitions

The definitions to be used in this section.

The Insured

The policyholder named in the schedule, referred to as 'you' / 'your'.

LF1.2 Public Liability Excess

The amount payable by you.

Excess

Our compensation is limited to the amount stated in the schedule less any excess (first amount payable). You shall be responsible for the first amount payable as stated in the schedule and **Addendum A** in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by you.

LF1.3 Public Liability Cover

You are covered for loss or damage to property caused by the following defined events originating or occurring at the premises.

Defined events

1. Defined events

Cover under this section is afforded on the following basis:

Claims made basis

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

Limits of indemnity

2. 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 our consent for any one event or series of events with one original cause or source, shall not exceed the lower of the limit of indemnity stated in the schedule or **Addendum B**.

Territorial limits

3. Territorial limits

A) Anywhere in the world but not in connection with:

- a) any business carried on by you at or from premises outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia and Malawi; or
- b) any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia and Malawi.

LF1.4 Public Liability Extensions

Additional insured

1. Additional insured

- A) We will also, as though a separate policy had been issued to each, indemnify:
- in the event of your death, any of your personal representatives in respect of liability incurred by you;
 - any of your partners or directors or employees (if you so request) against any claim for which you are entitled to indemnity under this insurance;
 - to the extent required by the conditions of any contract (and notwithstanding **General Exclusion 4. Contractual liability**), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by you for the purposes of the business;
 - in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by you for the benefit of your employees:
 - any officer or member thereof;
 - any visiting sports team or member thereof.
- B) Provided that:
- our aggregate liability is not increased beyond the limits of indemnity stated in the schedule;
 - any person or organisation to which this extension applies is not entitled to indemnity under any other policy;
 - the indemnity under A)a), A)b) and A)c) applies only in respect of liability for which you would have been entitled to indemnity if the claim had been made against you.
- C) For the purposes of this extension, we waive all rights of subrogation or action which we may be entitled to arising therefrom, and each party to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance insofar as they can apply.

Car parks

2. Car parks

Notwithstanding the provisions of **Exclusion LF1.7.18. Your property A)b)**, we 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 your tenants, customers, visitors or employees using parking facilities provided by you.

Claims preparation costs

3. Claims preparation costs

- A) The insurance provided by this section is extended to include costs reasonably incurred by you in producing and certifying any particulars or details required by us in terms of **General Condition 6. Claims** or to substantiate the amount of any claim.
- B) Cover is limited to the amounts stated in **Addendum B**.

Cross liabilities

4. Cross liabilities

Each person or party specified as the insured in the schedule is separately indemnified in respect of claims made against any of them by any other, subject to our total liability not exceeding the stated indemnity limits. We shall not be liable for any claims related to fire (or spread of fire) as may arise between each person or party specified as the insured in the schedule.

Emergency medical expenses

5. Emergency medical expenses

We 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.

Employees' and visitors' property

6. Employees' and visitors' property

Exclusion LF1.7.18 Your property A)b) shall not apply to property belonging to any of your partners, directors or employees or any visitor to your premises.

Employers' liability

7. Employers' liability

- A) We will indemnify you for damages that you shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with you, which occurred in the course of and in connection with such person's employment by you within the territorial limits and during the period of insurance.
- B) 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 our consent for any one event or series of events with one original cause or source, shall not exceed the limit stated in **Addendum B** or such higher amount stated in the schedule and for which additional premium has been paid.
- C) Where a principal and you are liable for the same damages and where any contract or agreement between a principal and you so requires, we will, notwithstanding **General Exclusion 4. Contractual liability**, indemnify the principal in like manner to you but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from your negligence or your employees provided that:
- in the event of a claim in terms of this extension, you shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in us;
 - the principal shall, as though he were you, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this policy insofar as they can apply; and
 - our liability is not hereby increased.

Fire-extinguishing charges

8. Fire-extinguishing charges

- A) Cover under this section is extended to include all costs necessarily and reasonably incurred by you in respect of any fire-extinguishing methods to prevent the spreading of such fire beyond the boundary of your premises to any third-party property, provided that:
- such third-party property was in danger as a result of such fire and it was reasonable under the circumstances to employ the fire-extinguishing services to control and / or extinguish the fire; and
 - such fire-extinguishing services were provided by a totally unrelated third party that specialises predominantly in firefighting as part of its ordinary business for commercial reward; and
 - you are legally responsible for the payment of such costs; and
 - cover in terms of this extension will only be applicable if either **Extension LF1.5.10 Spread of fire** or **Extension LF1.5.11 Spread of fire to plantations, orchards, sugar cane or forests** of this section is in force.
- B) The cover under this extension is limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.
- C) Any costs relating to aerial water bombing or spotter planes are excluded under this extension.
- D) If you, or any related party, hold any other cover with us or Safire Crop Protection Co-operative Limited for the event, cover under this extension will be excluded.

Liability by agreement

9. Liability by agreement

- A) Notwithstanding the provisions of **General Exclusion 4. Contractual liability**, **Exclusion LF1.7.12 Mechanically propelled vehicles** and **Exclusion LF1.7.18 Your property A)b)**, this section extends to indemnify you:
- against liability assumed by you under any contract entered into with or indemnity given to Transnet, government or quasi-government departments, provincial administrations, municipalities and / or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and / or agreements of a similar nature;
 - against liability arising from loss of or damage to property belonging to Transnet while in your custody or control;
 - in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by you or on your behalf at any railway siding.

Legal defence costs

10. Legal defence costs

- A) If you so request, we will indemnify any of your employees, partners or directors against costs and expenses incurred by or on behalf of such person with our consent 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:
- in the case of an appeal, we shall not indemnify such person unless a senior counsel approved by us shall advise that such appeal should, in his opinion, succeed;
 - we shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon;
 - such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof insofar as they can apply.
- B) **The statutes:**
- The Occupational Health and Safety Act No. 85 of 1993 (as amended);
 - The Mines and Works Act No. 29 of 1996 (as amended);
 - The Veld and Forest Fire Act No. 101 of 1998 (as amended);
 - The Consumer Protection Act;
 - The Electricity Act No. 41 of 1987 (as amended);
- and/or any other Act or Ordinance pertaining to the Supply of Electricity all as **read** in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).
- C) Our liability is limited to the amount stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.

Security firms

11. Security firms

- A) Notwithstanding **General Exclusion 4. Contractual liability**, if in terms of a contract with a security firm engaged to protect your property in the course of your business stated in the schedule or persons, you become legally liable for the acts or omissions of the employees of the security firm acting in the course of their employment, then this section includes such legal liability to the extent that indemnity would have been granted under this section had the said employees been under a contract of service to you and not the security firm, but not exceeding the limit of liability stated in the schedule.
- B) 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, we shall not be liable to make any payment except in respect of any amount in excess of the amount payable under such other policy, but not exceeding the limit of indemnity stated in the schedule.

Tenants' liability

12. Tenants' liability

Exclusion LF1.7.12 Mechanically propelled vehicles and **Exclusion LF1.7.18 Your property A)b)** of this section shall not apply to premises occupied by you as tenant (but not as the owner) thereof.

Tool of trade

13. Tool of trade

Exclusion LF1.7.12 Mechanically propelled vehicles shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that we shall not be liable hereunder in respect of so much of any liability as falls within the scope of any form of motor insurance or compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall we be liable where any other form of motor insurance has been effected by you covering the same liability.

Unattached trailers

14. Unattached trailers

- A) **Exclusion LF1.7.12 Mechanically propelled vehicles** shall, as far as it relates to trailers, not apply in respect of any trailer that is not attached to a mechanically propelled vehicle and which has not become unintentionally detached from such mechanically propelled vehicle, provided that we shall not be liable hereunder in respect of any liability:
- which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by you; or
 - as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

Wrongful arrest and defamation

15. Wrongful arrest and defamation

- A) The defined events are extended to include damages:
 - a) resulting from wrongful arrest (including assault in connection with such wrongful arrest); and
 - b) in respect of defamation.
- B) Our liability is limited to the amounts stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.

Animal trespass

16. Animal trespass

- A) The indemnity afforded by this section is extended to include your legal liability owing to third parties arising from escaping of animals owned by you, which results in loss or damage to any land (or anything growing thereon).
- B) It is warranted that:
 - a) you take all reasonable precautions to prevent damage; and
 - b) all gates and fences of livestock paddocks are kept in good order and condition and are fit for purpose; and
 - c) that all gates of livestock paddocks are kept closed and properly secured, as required by law.
- C) The limit of indemnity shall not exceed the amount stated in **Addendum B**.

Droving of animals

17. Droving of animals

- A) The indemnity afforded by this section is extended to include your legal liability owed to third parties arising from the droving of animals, owned by you, on and along public roads. The indemnity afforded by this section only relates to your liability arising from your negligence in terms of delictual liability and does not cover your legal liability arising in terms of any form of strict or other liability that may apply.
- B) It is warranted that:
 - a) you take all reasonable precautions to prevent damage; and
 - b) you comply with the law regarding the droving of animals on public roads;
- C) The limit of indemnity shall not exceed the amount stated in **Addendum B**.

Straying of animals

18. Straying of animals

- A) The indemnity afforded by this section is extended to include your legal liability owed to third parties arising from the straying of animals owned by you. The indemnity afforded by this section only relates to your liability arising from your negligence in terms of delictual liability and does not cover your legal liability arising in terms of any form of strict or other liability that may apply.
- B) It is warranted that:
 - a) you take all reasonable precautions to prevent damage;
 - b) all gates and fences of livestock paddocks are kept in good order and condition and are fit for purpose; and
 - c) all gates of livestock paddocks are closed and secured, as required by law.
- C) The limit of indemnity shall not exceed the amount stated in **Addendum B**.

Crop spraying

19. Crop spraying

- A) The indemnity by this section is extended to include your legal liability arising from crop spraying with insecticides and the like on farmlands or veld in the possession of or occupied by you.
- B) We shall not indemnify you for any liability that may arise out of aerial spraying of crops, plantations, farmlands or veld.

Livestock at shows and auctions

20. Livestock (excluding horses) at shows and auctions

- A) The cover under this section is extended to include your legal liability arising from the displaying of livestock whilst such livestock is in your custody during a show or auction.
- B) This extension does not apply to horses.

LF1.5 Public Liability Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Contractors' liability

1. Contractors' liability

- A) We agree to extend the indemnity contained in this policy to cover liability attaching to you arising from damage caused by a specified contractor to a third party whilst such contractor is engaged by you to work upon your premises and / or plantation(s), subject to any right of recourse against such contractor being maintained.
- B) The indemnity is limited only to your liability for such damage to the third party and shall not extend to covering liability attaching to the contractor or its employees.
- C) This cover is extended to a contractor that is specified and identified to us as recorded in the schedule and up to the limits specified therein.

Defective workmanship

2. Defective workmanship

Exclusion LF1.7.4 Defect, error or omission and **Exclusion LF1.7.18 Your property A)c)** will not apply to this extension.

- A) The amount payable under this extension, inclusive of any legal costs recoverable from you by a claimant or any number of claimants and all other costs and expenses incurred with our consent, for any one event or series of events with one original cause or source or during any one period of 12 (twelve) consecutive months from inception date or anniversary date, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.
- B) This extension does not cover liability:
 - a) for the cost of rectifying or recalling defective work;
 - b) arising from inefficacy of such work or because the work did not produce the result anticipated or claimed;
 - c) arising prior to the handing over of such work;
 - d) arising from defective design;
 - e) arising from any work on any aircraft or part thereof.

EU liability

3. EU liability

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

- A) **Exclusion LF1.7.11 Jurisdiction** shall not apply to damages or costs and expenses of litigation recovered by any claimant in respect of judgements delivered in the first instance in courts of the EU or EFTA.
- B) In respect of these goods or products (other than raw materials), you shall:
 - a) implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner;
 - b) note and maintain a record of the date on which the actual goods or products were first put into circulation.

This record shall be maintained so as to provide the required detail for a minimum period of 10 (ten) years after the goods or products were first put into circulation.
- C) The information mentioned in B), together with all supporting documentation, shall be made available to us or our nominee at any time on request.
- D) In respect of this indemnity, you shall be responsible for the first amount payable shown in the schedule for this extension.

Fire extinguishing charges
(aerial bombing)

4. Fire extinguishing charges (aerial water bombing)

- A) Cover under this section is extended to include all costs necessarily and reasonably incurred by you in respect of aerial water bombing including assistance thereof by way of spotter planes to prevent the spreading of such fire beyond the boundary of your premises to any third-party property, provided that:
- a) such third-party property was in danger as a result of such fire and it was reasonable under the circumstances to employ aerial water bombing to control and / or extinguish the fire; and
 - b) such fire-extinguishing services were provided by an official or legally recognised aerial bombing association (eg Letaba FPA, Mkhondo FPA or similar);
 - c) you are legally responsible for the payment of such costs; and
 - d) cover in terms of this extension will only be applicable if either **Extension LF1.5.10 Spread of fire** or **Extension LF1.5.11 Spread of fire to plantations, orchards, sugar cane or forests** of this section is in force.
- B) The cover under this extension is limited to the amounts stated in **Addendum B**.
- C) If you, or any related party, hold any other cover with us or Safire Crop Protection Co-operative Limited for the event, cover under this extension will be excluded.

Guest house liability

5. Guest house liability

- A) **Exclusion LF1.7.18 Your property A)b)** shall not apply to property belonging to any paying guest resident at your premises.
- B) We will indemnify you for damages that you shall become legally liable to pay consequent upon death of or bodily injury to or illness of any paying guest.
- C) In addition we will indemnify you for loss or damage to guests' property, inclusive of any legal costs recoverable from you by a claimant or any number of claimants and all other costs or expenses incurred with our consent.
- D) Our liability shall be limited to the amount stated in **Addendum B**.

Products liability

6. Products liability

- A) Notwithstanding anything to the contrary contained in **Exclusion LF1.7.9 Goods or products sold**, we will indemnify you in respect of defined events happening anywhere in the territories stated in the schedule elsewhere than at premises occupied by you, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by you in connection with the business.
- B) The amount payable under this extension, inclusive of any legal costs recoverable from you by a claimant or any number of claimants, and all other costs and expenses incurred with our consent, for any one event or series of events with one original cause or source or during any one period of 12 (twelve) consecutive months calculated from inception date or anniversary date, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.
- C) This extension does not cover liability:
- a) resulting from deterioration and / or contamination of milk;
 - b) for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage;
 - c) for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products;
 - d) arising from defective or faulty design, formula, plan or specification, but if you are a retailer this specific exception c) does not apply if your activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and your activities do not include final preparation which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to your original customers, nor include any enhancement, amendment or alteration to the product;
 - e) arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification;
 - f) arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
 - g) in respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by you or to your order, if such goods or products have, to your knowledge, been exported to the United States of America or Canada by you or on your behalf.

Pollution liability

7. Pollution liability

- A) Notwithstanding anything to the contrary, you are indemnified by this extension against liability for and / or arising out of injury and / or damage occurring during the period of insurance and arising out of pollution, but only to the extent that you can demonstrate that such pollution:
- a) was a direct result of a sudden, specific and identifiable event occurring during the period of insurance;
 - b) was not the direct result of you failing to take reasonable precautions to prevent such pollution.

Deterioration / Contamination of milk

8. Deterioration / Contamination of milk

- A) Subject to you having paid the required additional premium, we will indemnify you for the amounts that you become legally liable to pay to a third party in the event of milk delivered by you to such third party resulting in the deterioration and / or contamination of such third party's milk, provided that our liability in respect of any one event, or series of events with one original cause or source, shall not exceed the sum insured as stated in the schedule.
- B) In the event of us alleging that a series of events arose from one original cause, the onus shall rest on you to prove that such series of events did not arise from one original cause.
- C) The following specific conditions are applicable to this extension:
- a) no claim for contamination of milk by antibiotics shall be payable under this section unless the Charm II (or such other similar test as may be generally accepted and utilised by the dairy industry) has been carried out in respect of such milk. Such test results must be provided to us in writing and must have been carried out by a recognised laboratory;
 - b) you are obliged at all times to comply with all generally accepted dairy farming practices;
 - c) in the event that a third party rejects the contaminated milk, the claim arising from such rejection and submitted under this section must be accompanied by written proof, in a form acceptable to us, that such milk has been destroyed or disposed of by the third party. Should the milk or any part thereof be returned to you, any income or benefit derived by you (or any third party) from such milk must be disclosed to us;
 - d) you must retain and make available to us all records relating to the milk in respect of which you may seek indemnity under this section. In this regard you shall be obliged to co-operate with us and do all things reasonably necessary to assist us in obtaining any records relating to the milk which may be in a third party's possession.
- D) This extension specifically excludes:
- a) the deterioration and / or contamination of your own milk;
 - b) milk that has been contaminated by bacteria, which bacterial contamination would ordinarily be neutralised or destroyed during the normal pasteurisation process;
 - c) any loss arising from milk which was erroneously believed to have deteriorated and / or been contaminated, but which is at any time is found not to have deteriorated and / or been contaminated.

Hunting or game-viewing liability

9. Hunting / game-viewing liability

Exclusion LF1.7.10 Hunting or game viewing will not apply to this extension.

- A) We will indemnify you for amounts which you become legally liable to pay arising out of any commercial hunting and / or game-viewing activities arranged by you and occurring on your premises.
- B) It is a condition that indemnity in terms of this section pertaining to any form of commercial hunting and / or game-viewing activities shall be subject to the following:
- a) no alcohol to be consumed during the hunting activities;
 - b) all persons participating in any game-viewing or hunting activities must at all times be accompanied by either you, a suitably qualified guide, an employee or any person delegated by you;
 - c) prior to the commencement of any hunting activity(ies), firing zones regarding the individual hunting group(s), hunter(s) or client(s) must be clearly demarcated and explained as such to all participants;
 - d) prior to participation in any hunting activity all persons participating in the hunt must sign an indemnity document drawn up by a qualified attorney disclaiming your liability or the liability of any of your partners, directors or employees arising as a result of any hunting activities;
 - e) all persons participating in the hunt must comply with all laws or legislation applicable to hunting activities.

Spread of fire

10. Spread of fire

Exclusion LF1.7.15 Spread of fire of this section is cancelled.

- A) Indemnity as described in this section and limited to the amount stated in the schedule, is extended to include your liability arising from general spread of fire damage, but shall exclude cover for damage to:
- a) commercially planted
 - timber plantations;
 - orchards; and
 - sugar cane; and
 - b) forests.
- B) Cover is subject to the following express specific warranties:
- a) **Applicable Acts:**
 1. You shall comply in all respects with the terms of the National Veld and Forest Fire Act No. 101 of 1998 (as amended) (the Act), or any similar act that may replace the Act, as well as all regulations or notices promulgated or published in terms of such legislation that have the effect of limiting or prohibiting burning of any kind on your premises, irrespective of whether the fire is a veld fire or not;
 2. Unless specifically noted otherwise in the schedule and subject to the area where the insured premises is situated falling within the jurisdiction of an existing Fire Protection Association (FPA) as defined by the Act, you shall be obliged to be a member of the applicable FPA having such jurisdiction.
 - b) **Firebreaks:**
 1. You shall provide and maintain a reasonable firebreak on each boundary of your premises as described in the title deed, or as close to such boundary as is reasonably practical, by no later than the date prescribed annually by the relevant FPA and you shall ensure that such firebreak is maintained so that it is kept substantially free of combustible material during the period that is conventionally regarded as being the fire danger period in the area where your premises are situated. Whilst the onus rests on you to ascertain when such fire danger period occurs, as a general guide this period is as follows:
 - Summer and all year rainfall areas:
1 August to 31 October, or such longer period as the relevant FPA having jurisdiction over your premises determines.
 - Winter rainfall areas:
15 November to 15 March, or such longer period as the relevant FPA having jurisdiction over your premises determines;
 2. Each such boundary firebreak shall be of such a nature and extent that it will, having regard to local circumstances, be reasonably sufficient to prevent a fire on land on one side thereof from spreading to land on the other side thereof;
 3. The onus in proving the reasonableness of the preparation and width of the aforesaid firebreak, shall rest on you.
 - c) **Open fires:**
 1. You shall not light, use or maintain a fire in the open air at any time when, having reasonable regard to the prevailing conditions, it is unsafe to do so;
 2. You undertake to comply with the rules and regulations (in respect of the lighting, using or maintaining a fire in the open air) of any organisation or association whose function it is to control or restrict the burning of any kind within the area where your premises is located and in particular you shall comply with the relevant FPA's rules established for such area (whether you are a member of such organisation or FPA or not);
 3. You shall take all reasonable steps to ensure that any fire on your premises is completely extinguished before leaving it unattended, irrespective of whether it is a veld fire or not. The onus of proving that all reasonable steps were taken to extinguish the fire shall rest on you.
- C) It is understood and agreed that injury and / or damage occurring during a period of 72 (seventy-two) consecutive hours after the initial fire event shall be deemed a single occurrence for the purpose of this insurance.
- D) This extension does not cover liability arising out of or in connection with any product.
- E) In the event of Optional Extension "Work away" having been selected and applying to this policy, the provisions of such extension will not apply to this Spread of fire extension.

Spread of fire including plantations, orchards, sugar cane and forests

11. Spread of fire including plantations, orchards, sugar cane and forests

Exclusion LF1.7.15 Spread of fire of this section is cancelled.

- A) Indemnity as described in this section and limited to the amount stated in the schedule, is extended to include your liability arising from general spread of fire damage including loss of or damage to:
- a) commercially planted
 - timber plantations;
 - orchards; and
 - sugar cane; and
 - b) forests.
- B) Cover is subject to the following express specific warranties:
- a) **Applicable Acts:**
 1. You shall comply in all respects with the terms of the National Veld and Forest Fire Act No. 101 of 1998 (as amended) (the Act), or any similar acts which may replace the Act, as well as all regulations or notices promulgated or published in terms of such legislation that have the effect of limiting or prohibiting burning of any kind on your premises, irrespective of whether the fire is a veld fire or not;
 2. You shall be obliged to be a member of a Fire Protection Association (FPA), as defined in the Act, having jurisdiction over the area where your insured premises are located unless no such FPA has been duly formed and constituted for such area.
 - b) **Firebreaks:**
 1. You shall provide and maintain a reasonable firebreak on each boundary of your premises as described in the title deed, or as close to such boundary as is reasonably practical, by no later than the date prescribed annually by the relevant FPA and you shall ensure that such firebreak is maintained so that it is kept substantially free of combustible material during the period that is conventionally regarded as being the fire danger period in the area where your premises are situated. Whilst the onus rests on you to ascertain when such fire danger period occurs, as a general guide this period is as follows:
 - Summer and all year rainfall areas:
1 August to 31 October, or such longer period as the relevant FPA having jurisdiction over your premises determines.
 - Winter rainfall areas
15 November to 15 March, or such longer period as the relevant FPA having jurisdiction over your premises determines;
 2. Each such boundary firebreak shall be of such a nature and extent that it will, having regard to local circumstances, be reasonably sufficient to prevent a fire on land on one side thereof from spreading to land on the other side thereof;
 3. In determining the reasonableness of the width of the aforesaid firebreak, should such break be less than 9 (nine) metres in width at the narrowest point, the onus shall rest on you to prove that such narrower break was reasonable in the circumstances.
 - c) **Open fires:**
 1. You shall not light, use or maintain a fire in the open air at any time when, having reasonable regard to the prevailing conditions, it is unsafe to do so;
 2. You undertake to comply with the rules and regulations (in respect of the lighting, using or maintaining a fire in the open air) of any organisation or association whose function it is to control or restrict the burning of any kind within the area where your premises is located and in particular shall comply with the relevant FPA's rules established for such area;
 3. You shall take all reasonable steps to ensure that any fire on your premises is completely extinguished before leaving it unattended, irrespective of whether it is a veld fire or not. The onus of proving that all reasonable steps were taken to extinguish the fire shall rest on you.
- C) It is understood and agreed that injury and / or damage occurring during a period of 72 (seventy-two) consecutive hours after the initial fire event shall be deemed a single occurrence for the purpose of this insurance.
- D) This extension does not cover liability arising out of or in connection with any product.
- E) In the event of Optional Extension "Work away" having been selected and applying to this policy, the provisions of such extension will not apply to this Spread of fire extension.

Work away

12. Work away

- A) Notwithstanding anything to the contrary contained in this section, it is hereby declared and agreed that the term 'premises' shall include premises at which you are performing work, provided that such premises are not under your control.
- B) This Optional Extension does not extend to the Spread of fire extension.

LF1.6 Public Liability Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section.

Reporting date

1. Reporting date

Any claim first made in writing against you as a result of a defined event reported in terms of **General Condition 6. Claims** (hereinafter termed reported event) shall be treated as if it had first been made against you on the same day that you reported the event to us.

Cancellation or non-renewal

2. Cancellation or non-renewal

- A) 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 36 (thirty-six) months immediately following cancellation or non-renewal shall be treated as having been made against you on the same day that you reported the event. If the claimant is a minor, the period of 36 (thirty-six) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant;
 - b) you may report an event in terms of **General Condition 6. Claims** to us for up to 15 (fifteen) days after cancellation or non-renewal, provided:
 - 1. such event occurred during the period of insurance;
 - 2. any subsequent claim first made in writing against you as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 36 (thirty-six) month period specified in B) a) above.

Series of claims

3. Series of claims

- A) 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 shall 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. Claims**; 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.

LF1.7 Public Liability Exclusions

You are not covered for the following.

Aircraft

1. Aircraft

- A) We will not indemnify you in respect of liability consequent upon injury or damage caused by or through or in connection with:
 - a) the refuelling of aircraft;
 - b) the ownership, possession, maintenance, operation or use of aircraft or an airline;
 - c) the ownership, hire or leasing of any airport, airstrip or helicopter pad.

Cancellation or non-renewal

2. Cancellation or non-renewal (applicable to Claims made)

We will not indemnify you in respect of any claim (in the event of cancellation or non-renewal of this section) not first made in writing against you within the 36 (thirty-six) month period (or extended period in respect of minors) as specified in **LF1.6.2. Cancellation or non-renewal**.

Dams	<p>3. Dams</p> <p>We will not indemnify you in respect of liability consequent upon injury or damage caused by or through or in connection with or arising from or attributable to the bursting, collapse, or failure of any dam walls.</p>
Defect, error or omission	<p>4. Defect, error or omission</p> <p>We will not indemnify you in respect of liability consequent upon injury or damage occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work.</p>
Disease or sickness	<p>5. Disease or sickness</p> <p>We will not indemnify you in respect of any liability or any claim of any nature whatsoever arising from or connected with any disease or sickness of any animal or human and without limiting the generality of the aforementioned, the spread, transmission or communication of such disease or sickness.</p>
Events prior to inception	<p>6. Events prior to inception</p> <p>A) We will not indemnify you in respect of any claim arising from an event known to you:</p> <ul style="list-style-type: none"> a) which is not reported to us in terms of General Condition 6. Claims; b) prior to inception of this section.
Explosives and explosion of a boiler	<p>7. Explosives and explosion of a boiler</p> <p>We will not indemnify you in respect of liability consequent upon injury or damage caused by or through or in connection with or arising from or attributable to explosives or the explosion of a boiler.</p>
Flood	<p>8. Flood</p> <p>We will not indemnify you in respect of liability consequent upon injury or damage caused by or through or in connection with or arising from or attributable to flood.</p>
Goods or products sold	<p>9. Goods or products sold</p> <p>We will not indemnify you in respect of liability consequent upon injury or damage caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by you other than food and drink supplied incidentally for consumption on the premises.</p>
Hunting or game-viewing	<p>10. Hunting or game-viewing</p> <p>We will not indemnify you in respect of loss or damage directly or indirectly caused by any commercial hunting / game-viewing activities.</p>
Jurisdiction	<p>11. Jurisdiction</p> <p>A) We will not indemnify you in respect of:</p> <ul style="list-style-type: none"> a) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini; b) costs and expenses of litigation recovered by any claimant from you which are not incurred in and recoverable in the area described in a) above.
Mechanically propelled vehicles	<p>12. Mechanically propelled vehicles</p> <p>A) We will not indemnify you in respect of liability consequent upon injury or damage caused by or through or in connection with the ownership, possession or use by you or on your behalf of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft, locomotive or rolling stock.</p> <p>B) This exception shall not relieve us of liability to indemnify you in respect of liability consequent upon injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy.</p>

Professional advice

13. Professional advice

We will not indemnify you in respect of liability consequent upon injury or damage 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 you or at your direction.

Seepage, pollution or contamination

14. Seepage, pollution or contamination

- A) We will not indemnify you in respect of:
- a) liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence;
 - b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
- B) This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.

Spread of fire

15. Spread of fire

We will not indemnify you in respect of loss or damage directly or indirectly caused by spreading of fire.

Vibration or weakening

16. Vibration or weakening

We will not indemnify you in respect of damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

Water

17. Water

We will not indemnify you in respect of liability consequent upon injury or damage caused by or through or in connection with or arising from or attributable to the containment of, interference with or diversion of water by you or any person acting on your behalf.

Your property

18. Your property

- A) We will not indemnify you in respect of damage to:
- a) property belonging to you; and
 - b) property in your custody or control or in the custody or control of any of your employees;
 - c) that part of any property on which you are or have been working if such damage results directly from such work.



05. MOTOR SECTION (M-)

Pages 179 to 192 below detail the cover that relates to the motor section of this policy.

Sections

The sections are easily identified by the 'M' prefix, as follows:

MF01: Motor (Farming)

SECTION MF01. MOTOR (FARMING)

MF1.1 Motor Definitions

The definitions used in this section.

The Insured

- o The policyholder or any of its principals, partners, directors or members, or any person that forms part of the decision-making mechanism of the business;
- o the regular driver;
- o the nominated driver(s) named in the schedule.

Herein referred to as 'you' / 'your'.

'Early warning' satellite tracking

A satellite tracking device that **automatically** alerts the satellite tracking company when an unauthorised or problematic action is detected (*example: vehicle movement when the device is armed, attempt to remove the device or device malfunction*).

Emergency assistance

The contact number for the official Safire Assist emergency line is **0861 723 473 (0861 SAFIRE)**. In the event of towing services, or other assistance relating to a roadside emergency being required, please phone this number in order to arrange the relevant emergency assistance. (Please refer to our Safire Assist wording for more details, terms and conditions).

Occurrence

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 policy.

Vehicle

- A) The insured vehicle specified in the schedule and owned by you or hired or leased to you; or
- B) A replacement vehicle from Vehicle Category A (as below) that you hire, lease or temporarily use while your vehicle is out of use for the purpose of overhaul, maintenance and servicing and / or mechanical or electrical repairs (excluding repairs following an accident), provided that our maximum liability shall not exceed:
 - a) the retail value of the replacement vehicle; or
 - b) the limit of indemnity of the insured vehicle as stated in the schedule; whichever is the lesser amount.
- C) Types of vehicles insurable under this policy:

Vehicle category	Description
A	Private type motor cars including sedans, SUVs, estate cars, minibuses, light delivery vehicles (LDVs) or similar vehicles not exceeding 3 500 (three thousand five hundred) kg in gross vehicle mass and designed to seat not more than 12 (twelve) persons including the driver.
B	Commercial vehicles, including buses (any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver).
C	Special type vehicles, including tractors, harvesters, combines and agricultural implements.
D	Motorcycles including motor scooters, 3 (three) wheeled vehicles and quad bikes.
E	Trailers and caravans, 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 (excluding agricultural implements).

MF1.2 Motor Excess

The amount payable by you.

Excess

Our compensation is limited to the amount indicated in the schedule less any excess, also referred to as 'first amount payable'. Please refer to the schedule and **Addendum A**.

MF1.3 Motor Cover

You are covered in terms of the type of cover you have chosen.

Types of cover

1. Types of cover

- A) The indemnification under the Motor section of this policy depends on the limit of indemnity as well as the type of cover you have chosen, as stated in the schedule.
- B) There are 4 (four) types of cover under this section of the policy, namely:

Type of cover (as stated in the schedule)	Material loss or damage	Insured event	
		Medical expenses	Liability to third parties
Comprehensive	Yes	Yes	Yes
Third party, fire and theft	Yes – restricted as per a) below	No	Yes
Third party and fire	Yes – restricted as per b) below	No	Yes
Third party only	No	No	Yes

- a) Third party, fire and theft: material loss or damage cover is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft / hijack or any attempt thereat;
- b) Third party and fire: material loss or damage cover is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion.

Loss or damage

2. Material loss or damage

- A) Applicable to the following **cover types**:
- Comprehensive;
 - Third party, fire and theft;
 - Third party and fire.
- B) We cover loss of or damage:
- to any vehicle described in the schedule, including its accessories and spare parts whilst in / on the vehicle;
 - that is insured under this policy and that results in such vehicle being disabled, in which case we shall pay the reasonable cost of protection and removal of the vehicle to the nearest approved repairers.
- C) We shall also pay the reasonable cost of delivering the vehicle to you after repair of such loss or damage, which cost shall not exceed the reasonable cost of transport to your permanent address stated in the schedule.
- D) The indemnification provided herein is subject to the following:
- the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by us in respect of such loss or damage. This limit will not exceed the retail value of the vehicle, including its accessories and spare parts at the time of such loss or damage;
 - if any vehicle in the schedule is declared to be "Admitted or Agreed Value", the agreed value will be deemed to be its retail value. The Agreed Value includes all accessories and spare parts;
 - if the retail value of the vehicle is not determinable and the vehicle has not been insured on an Agreed Value basis, indemnity will be limited to the market value;

Liability to third parties

- d) we may, at our own 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 retail value of such vehicle and / or its accessories and / or spare parts at the time of such loss or damage;
- e) we may, at our own discretion, utilise approved original used and / or approved alternate spare parts to repair your vehicle;
- f) if it is within our knowledge that the vehicle is the subject of a suspensive sale or similar purchase agreement, payment shall be made firstly to the title holder as described in the agreement, where after the balance (if any) will be paid to you. Any indemnification in terms hereof shall be a full and final discharge of any and all liability in respect of such loss or damage;
- g) in respect of each and every occurrence giving rise to a claim under this clause, we will deduct the excess, as per **Addendum A** or as stated in the schedule (whichever is the greater) of all amounts we pay, unless it is specifically stated otherwise.

3. Liability to third parties

- A) Applicable to all **cover types**.
- B) We cover loss or damage as a result of 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 you and / or any passenger becomes legally liable to pay a third party, including such third party's costs and expenses in respect of:
 - a) death of or bodily injury to any person, but excluding death of or bodily injury to any person in your employ arising from and in the course of such employment, or any person who is a member of your household;
 - b) damage to property other than property belonging to you or held in trust by you, or while in your custody or control, or property being conveyed by, loaded onto or unloaded from such vehicle.
- C) We shall also, in terms of and subject to the limitations of and for the purposes of this sub-section:
 - a) pay all costs and expenses incurred with our written consent. We shall also, at our discretion, be entitled to arrange for representation at any inquest or inquiry in respect of any death that may be the subject of indemnity under this sub-section, or for defending in any competent 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.
 - b) indemnify any person who is driving or using such vehicle on your instruction or your permission, provided that:
 - 1. such person shall, as though they are the insured, observe, fulfil and be subject to the applicable terms, exceptions and conditions of this policy;
 - 2. such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
 - 3. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;
 - 4. indemnity shall not apply in respect of claims made by any member of the same household as such person.
 - c) indemnify you while personally driving or using any private type motor car not belonging to you and not leased or hired to you under a lease or suspensive sale agreement, on condition that you are an individual and have insured a vehicle, as defined under **Vehicle Category A**, under this policy. In this regard, we shall not be liable for damage to the vehicle being driven or used;
 - d) indemnify you in respect of liability arising from you towing another vehicle or trailer (other than for reward), including liability caused by the towed vehicle or trailer, on condition that we shall not be liable for damage to the towed vehicle or trailer or to any property conveyed therein / thereon.
- D) Unless otherwise stated, our liability under this sub-section shall not exceed the limits of indemnity stated in **Addendum B**.

Medical expenses

4. Medical expenses

- A) This cover is only available to vehicles that are **comprehensively** insured.
- B) The medical expenses incurred in the event that an occupant in the specified part of a vehicle (as defined below), sustains a bodily injury by violent, accidental, external and visible means as a result of and in connection with such vehicle.
- C) The indemnification provided is limited to the amounts stated in **Addendum B** for all occupants injured as a result of an occurrence or series of occurrences arising out of one single event.
- D) The amount payable under this sub-section shall be reduced by any amount recoverable from the Workmen's Compensation Commissioner and / or the Road Accident Fund or any similar legislation / authority.
- E) The term 'medical expenses' includes any costs incurred to free such injured occupant from such vehicle (for example, using the 'jaws of life') or to convey such injured occupant to a place where primary medical treatment can be given.

Defined vehicle, but only if it is insured under material damage

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

Specified part of vehicle in which injury must occur

- 1. Anywhere inside the vehicle.
- 2. The permanently enclosed passenger-carrying compartment.

MF1.4 Motor Extensions

You will, subject to the cover type indicated in your schedule, be automatically covered for the following extensions.

Material loss or damage extensions: Applicable only to cover type **COMPREHENSIVE**

Emergency accommodation

1. Emergency accommodation

- A) We shall pay the reasonable costs incurred for emergency accommodation for you and any passenger travelling with you.
- B) This extension is also valid for 2 (two) nights away from home, should you be unable to complete your journey due to loss or damage to the vehicle, subject to the loss or damage occurring not less than 250 (two hundred and fifty) kilometres from your private residence.
- C) This cover only applies to vehicles as defined under **Vehicle Category A** (sedan or LDV), and cover will not be provided in the event of mechanical or electrical breakdown.
- D) The compensation provided is limited to the amounts stated in **Addendum B**.

Loss of keys

2. Loss of or damage to locks and keys

- A) We shall compensate you in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle following:
 - a) the disappearance of any key or alarm controller of such vehicle; or
 - b) your reasonable belief that an unauthorised person may be in possession of a duplicate of such key or alarm controller.
- B) In addition, we shall compensate you in respect of the cost of:
 - c) replacing or repairing the key or remote-control unit and, if necessary, the reprogramming of any coded alarm system of any insured vehicle following accidental damage to such key or remote control unit; or
 - d) replacing or repairing locks and keys and, if necessary, the reprogramming of any coded alarm system of any insured vehicle following damage to such locks resulting from attempted theft.
- C) The compensation shall not exceed the amount stated in **Addendum B** or such higher limit stated in the schedule and for which additional premium has been paid.

Replacement of a new vehicle

3. Replacement of a new vehicle

- A) We shall replace a vehicle, as defined under **Vehicle Category A** (sedan or LDV), with a similar new vehicle, provided that the vehicle:
 - a) is not older than **12 (twelve) months** after the date of first registration; and
 - b) does not have more than **30 000 (thirty thousand) kilometres** on its odometer; and
 - c) is damaged and, in our opinion, cannot be economically repaired, or is stolen and is not recovered within a reasonable period (such period being a minimum of 14 (fourteen) days).
- B) Please note that this cover will only be applicable if the insured amount for the vehicle is equal to or more than the retail value of the vehicle, as per the TransUnion Auto Dealers Guide, and the vehicle will only be replaced if a similar new vehicle is available on the local market.

Tow-in cost

4. Tow-in cost and safeguarding after mechanical breakdown

- A) If the vehicle has a mechanical or electrical breakdown, we shall pay towards the costs for the removal of the vehicle to safeguard the vehicle.
- B) This cover only applies to vehicles as defined under **Vehicle Category A** (sedan or LDV).
- C) The compensation provided is limited to the amount stated in **Addendum B**.

Tyre cover

5. Tyre cover – tractors and harvesters used for farming only

- A) Cover under this section is extended to include total loss of and irreparable damage to tyres as a result of damage caused by any unseen or concealed object whilst on any surface, provided that:
 - a) our liability is limited to the amount stated in **Addendum B**;
 - b) you will, at your own expense, have all damage and wear and tear assessed by a reputable tyre dealer or retreader to confirm whether a tyre can be repaired or not and to determine the extent of wear and tear. Such wear and tear, as determined, will be deducted from the settlement amount. *(eg. if you have had the benefit of 40% use of your tyre, we will only indemnify you for the remaining 60%.)*
 - c) only the damaged tyre will be paid and not a set.

Waiver of excess if older than 55 years

6. Waiver of the excess if you are older than 55 years

- A) The basic first amount payable for each and every claim in respect of vehicles as defined under **Vehicle Category A** (sedan and LDV) is hereby deleted, subject to:
 - a) the vehicle being in the care, custody and control of a principal of your business or their spouse at the time of the occurrence; and
 - b) such principal or their spouse being **55 (fifty-five) years** of age or older; and
 - c) the description of use is noted as Private or Farming.
- B) This waiver is extended to include **Extension MF1.4.6. Windscreen / Glass**.
- C) This waiver is not applicable if the vehicle was stolen or hijacked and has not been recovered.

Windscreen / glass

7. Windscreen / glass

- A) We shall compensate you for damage to windscreen glass, headlights, tail-lights, fog lights, side or rear glass forming part of any vehicle, provided that no other damage has been caused to the vehicle giving rise to a claim under the policy.
- B) We do not cover the replacement of any light bulbs.

Wreckage removal

8. Wreckage removal

- A) The cover provided is extended to include costs and expenses incurred by you, in addition to the normal towing costs, in respect of the clearing up and removal of debris and wreckage of any insured Category A vehicle following damage to such vehicle by an insured event.
- B) This cover only applies to vehicles as defined under **Vehicle Category A** (sedan and LDV).
- C) The compensation provided is limited to the amounts stated in **Addendum B**, or such higher amount stated in the schedule and for which additional premium has been paid.

Material loss or damage extension: Applicable to all cover types, EXCEPT THIRD PARTY ONLY

Fire extinguishing charges

9. Fire extinguishing charges

- A) We shall compensate you for all costs relating to the extinguishing or fighting of a fire, which shall be deemed to be damage to your vehicle.
- B) These charges shall be payable in addition to any other payment for which we may be liable in terms hereof, provided that you are legally liable for such costs and that your insured property was in danger from the fire.
- C) The compensation provided shall be limited to the amount stated in **Addendum B**.

Tracking device

10. Tracking device

- A) In the event of there being an operational tracking system in the vehicle and the vehicle is irreparably damaged or unrecovered following theft, we shall pay the actual cost to an approved vehicle tracking company to install a tracking system of the closest possible performance and capacity in / on the new vehicle, provided that the installation is authorised by us.
- B) This cover only applies to vehicles as defined under **Vehicle Category A** (sedan and LDV).
- C) The compensation provided shall be limited to the amount stated in **Addendum B**.

Trauma treatment

11. Trauma treatment

- A) We shall pay for the reasonable medical expenses if a principal of your business or their spouse or their children or stepchildren need trauma treatment by a psychologist after hi-jacking or attempted hi-jacking of the vehicle.
- B) The compensation is limited to medical expenses which are not covered elsewhere, limited to the amount stated in **Addendum B**.

Material loss or damage extension: applicable only to cover types COMPREHENSIVE and THIRD PARTY, FIRE & THEFT

Theft of radios

12. Theft of radios

- A) We shall compensate you for loss or damage following theft or attempted theft of radios, CD / tape players and / or similar equipment.
- B) We shall not be liable for more than the amount stated in **Addendum B** (after deduction of the first amounts payable). If the equipment is factory-fitted to the vehicle when new, this limit does not apply.

Liability to third parties extensions: Applicable to ALL cover types

Contingent liability

13. Contingent liability

- A) The indemnity provided under **MF1.3.3. Liability to third parties** will include claims made against:
 - a) you in the event of an accident arising in the course of your business and caused by or through or in connection with any motor vehicle which is not your property, or has not been provided by you, while being used by any partner or director or employee (hereinafter referred to as such person);
 - b) any such person in the event of an accident arising in the course of your business and caused by or through or in connection with any motor vehicle not belonging to him / her or to you, or leased or hired by either you or such person, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer, provided that:
 - 1. **exclusion MF1.7.10. Category B, C, D or E vehicles** does not apply to this extension;
 - 2. we shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in a) and b) above;
 - c) the payment of subsidies or travelling allowances by you to such person for the use of his / her own vehicle for official purposes relating to your business, including the carriage of persons for such purposes, is allowed without prejudice to the cover provided in this extension;
 - d) if, at the time of the occurrence of any accident giving rise to a claim under this extension, you or such person are / is entitled to indemnity under any other policy in respect of the same occurrence, we shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy.
- B) The terms, exceptions and conditions of the policy shall otherwise apply.

Cross liabilities

14. Cross liabilities

- A) Where more than one insured is named in the schedule:
 - a) we shall indemnify each insured separately and not jointly; and
 - b) any liability arising between such insured shall be treated as though separate policies had been issued to each.
- B) Our aggregate liability shall not exceed the limit of indemnity as stated in the schedule.

Passenger liability
(Category A vehicles)

15. Passenger liability - Category A vehicles only

- A) Indemnity under **MF1.3.3. Liability to third parties** is extended to cover you for any sum which you may become legally liable to pay due to the death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from the insured vehicle.
- B) This extension only applies to vehicles described under **Vehicle Category A** (sedans and LDVs).
- C) The limit of indemnity for any one occurrence shall not exceed the amount stated in **Addendum B**.

Principals

16. Principals

Notwithstanding **General Exclusion 4. Contractual liability**, the indemnity provided under **MF1.3.3. Liability to third parties** extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by you for the purposes of the business, provided that our liability shall not exceed the limit of indemnity stated in the schedule.

Unauthorised passengers

17. Unauthorised passenger liability

- A) Notwithstanding **Exclusion MF1.7.10. Category B, C, D or E vehicles**, the indemnity under **MF1.3.3 Liability to third parties** is extended to cover you for any sum that you may become legally liable to pay due to the 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 your instructions to your driver not to carry passengers.
- B) The limit of indemnity for any one occurrence shall not exceed the amount stated in **Addendum B**.

Waiver of subrogation

18. Waiver of subrogation rights

- A) For the purposes of the Motor section:
 - a) we waive all rights of subrogation or action which we may have or acquire against any other person to whom the indemnity under this section applies; and
 - b) each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance insofar as they can apply.

MF1.5 Motor Optional Extensions

You will only be entitled to these optional extensions if stated in your schedule, and for which additional premium has been paid.

Available to cover type **COMPREHENSIVE** only

Credit shortfall

1. Credit shortfall

- A) If any total loss settlement under **MF1.3.2. Material loss or damage** is less than the amount you owe to the bank / financier under a current instalment sale or lease agreement, we shall pay you an additional amount equal to the shortfall, less:
 - a) any arrear instalments or rentals, including interest payable on such arrears;
 - b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
 - c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
 - d) any early settlement penalties;
 - e) the first amount payable.
- B) Cover is subject to the provisions, at all times, that:
 - a) the amounts payable shall not exceed the maximum indemnity less the excess;
 - b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other instalment;

Extended tyre cover

c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease, the insurance provided by this extension shall be void.

2. Extended tyre cover – tractors, harvesters and combines used for farming only

- A) The cover under this section is extended to include total loss of and irreparable damage to the tyres as a result of damage caused by any unseen or concealed object whilst on any surface, provided that:
- a) you will, at your own expense, have all damage and wear and tear assessed by a reputable tyre dealer or retreader to confirm whether a tyre can be repaired or not and to determine the extent of wear and tear. Such wear and tear, as determined, will be deducted from the settlement amount. (eg. if you have had the benefit of 40% use of your tyre, we will only indemnify you for the remaining 60%);
 - b) only the damaged tyre will be paid for and not a tyre set, unless:
 - 1) the manufacturer specifications require specifically that a tyre set should be replaced; and
 - 2) the tyre set has been specified in the schedule;
 in which case the excess will be increased as per **Addendum A**;
 - c) our liability is limited to the amount stated in the schedule per tyre or specified tyre set, as the case may be.

Parking facilities

3. Parking facilities and movement of third party vehicles

- A) This section extends to indemnify you 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 you) by any person in your employ or acting on your behalf, provided always that such vehicle was being moved:
- a) with the authority of any of your tenants, customers or visitors; or
 - b) in connection with your parking arrangements; or
 - c) to facilitate the carrying out of your business.
- B) This extension will not apply in respect of damage to vehicles which are parked for reward.
- C) For the purpose of this extension, such vehicle (and its contents) will not be deemed to be held in trust by you, or in your custody or control.

Waiver of excess Windscreen only

4. Waiver of the excess – windscreen only

The windscreen first amount payable in respect of vehicles defined under Vehicle Category A is hereby deleted, subject to you opting to replace the damaged windscreen with an approved alternative (i.e. non-OEM) windscreen.

Wreckage removal Extended cover

5. Wreckage removal - extended cover

If selected, this optional extension replaces **MF1.4.8 Wreckage removal**.

- A) The cover provided is extended to include costs and expenses incurred by you, in addition to the normal towing costs, in respect of the clearing up and removal of debris and wreckage of any insured Category A, B, C or E vehicle following damage to such vehicle by an insured event.
- B) Our liability under this extension will not exceed, in respect of any one occurrence, the limit stated in the schedule.

Available to cover type COMPREHENSIVE and THIRD PARTY, FIRE & THEFT

Car hire

6. Car hire – Category A vehicles only

- A) If the insured vehicle cannot be driven following loss or damage caused by an insured event or while the insured vehicle remains unrecovered following theft, we will arrange a hired vehicle for you in terms of the option selected by you and specified in the schedule.
- B) The benefit includes:
- a) a hire vehicle as per the option specified in the schedule:
 - 1. **Option A: Sedans** (e.g. Ford Fiesta, Volkswagen Polo TSI, Toyota Corolla Quest or similar);
 - 2. **Option B: Sedans Platinum** (e.g. Toyota Corolla Auto, Audi A3, BMW 320i, Mercedes Benz C-Class, Toyota double cab or similar);
 - 3. **Option C: LDVs** (e.g. Corsa Utility 1.4, Toyota Hilux 1 ton or similar).
 The actual vehicle provided will be subject to availability at the time.

- b) unlimited kilometres;
- c) delivery or collection charges up to 50 (fifty) kilometres from the nearest car hire company contracted by us.
- C) Your hired vehicle will be provided for a period not exceeding the number of consecutive days selected by you and specified in the schedule (either 30, 60 or 90 days), and the period for which we provide car hire will end on the day that:
 - a) you regain possession of the insured vehicle; or
 - b) we discharge our liability for the total loss of the vehicle, whichever occurs first.

(Note: if car hire has been selected and no time period has been specified in the schedule, then a default benefit of 30 (thirty) consecutive days will apply.)
- D) We shall only compensate you in terms of this extension if:
 - a) you abide by all the terms and conditions and additional charges (where applicable) imposed / offered by the car hire company;
 - b) you have taken the insurance cover offered by the car hire company;
 - c) you have a valid credit card available in your name to pay the car hire company the required deposit and / or additional charges when you take delivery of the hired vehicle.
- E) If the hired vehicle is stolen or damaged, you will be subject to the standard insurance and excess terms and conditions of the relevant car hire company. Should the excess payable to the car hire company exceed the excess applicable under this policy for your vehicle, we shall compensate you for the difference.
- F) We shall not pay for:
 - a) fuel and lubricants, including any fuel deposits;
 - b) toll fees, traffic fines, penalties and any related administration fees;
 - c) delivery or collection fees for more than 50 (fifty) kilometres from the nearest car hire company contracted by us.

Waiver of excess

7. Waiver of the excess (basic first amount payable)

If selected, this optional extension replaces **MF1.4.6 Waiver of the excess if you are older than 55 (fifty-five) years.**

- A) The basic first amount payable for each and every claim in respect of vehicles as defined under **Vehicle Category A** (sedan and LDV) is hereby deleted.
- B) This waiver is extended to include **Extension MF1.4.1. Loss of or damage to locks and keys** and **MF1.4.7. Windscreen / Glass.**

Available to ALL cover types

Passenger liability Extended cover

8. Passenger liability (extended cover)

- A) Notwithstanding the provisions of **Exclusion MF1.7.10 Category B, C, D, or E vehicles**, if this extension has been selected and is stated in the schedule, the cover provided under **Extension MF1.4.15. Passenger liability** is extended to include any sum which you may become legally liable to pay due to the death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from a Category B, D or E vehicle.
- B) The limit of indemnity for any one occurrence shall not exceed the amount stated in **Addendum B.**

MF1.6 Motor Clauses, Conditions & Warranties

Specific clauses, conditions and warranties applicable to this section. (They also apply to any person who may have been driving the vehicle with your permission.)

<p>Description of use</p>	<p>1. Description of use of vehicle</p> <p>A) When you insure your vehicle, you choose the description of use for your vehicle. You may only use the vehicle for the purpose in the description stated in the schedule. In the event that the description of use of your vehicle changes, you must notify us immediately.</p> <p>We cover the following 3 (three) descriptions of use:</p> <p>a) Private: The vehicle is used for social, private, recreational travel and commute to and from your place of employment.</p> <p>b) Farming: The vehicle is used for occupational purposes related to farming only. The vehicle may also be used for social, private, recreational travel and commute to and from your place of employment.</p> <p>c) Business: The vehicle is used for business or occupational purposes. The vehicle may also be used for social, private, recreational travel and commute to and from your place of employment.</p> <p>B) We do not cover the following types of use:</p> <p>a) hiring out; b) carrying of passengers for hire or passengers who pay a fare; c) racing, speed trials or speed-testing; d) rallying or competitions; e) carrying of explosives, hazardous substances or materials that require permission or permits from authorities.</p>
<p>Driver's licence</p>	<p>2. Driver's licence or learner's licence</p> <p>A) In the event of a claim, you must be able to show us that the driver of the vehicle had a valid driver's or learner's licence at the time of the event.</p> <p>B) If the driver is in possession of a valid learner's licence, they must be accompanied by a licensed driver, unless otherwise required in terms of legislation.</p> <p>C) You must notify us in writing immediately upon becoming aware or attaining knowledge:</p> <p>a) of your driver's licence having been endorsed, suspended, cancelled or having lapsed; b) that you will be or have been charged or convicted of:</p> <ol style="list-style-type: none"> 1. driving under the influence of intoxicating liquor or drugs; 2. reckless and negligent or improper driving; or 3. any offence relating to the driving of a motor vehicle; <p>c) that you failed a breathalyser test.</p>
<p>Emergency repairs</p>	<p>3. Emergency repairs</p> <p>A) You may give instructions for emergency repairs to be executed without our express consent, as soon as possible, provided that:</p> <p>a) you have cover in terms of the policy; and b) the cost of repairs do not exceed the amount stated in Addendum B; and c) a detailed estimate is obtained and forwarded to us within 5 (five) working days.</p>
<p>Locked garage / locked gates</p>	<p>4. Locked garage / locked gates warranty (if stated in the schedule)</p> <p>A) Loss or damage by theft is excluded, unless the vehicle is kept in a locked garage or behind locked gates at your residence overnight.</p> <p>B) Where the vehicle is behind locked gates only, theft of part of the vehicle or its accessories is excluded, unless the entire vehicle is stolen.</p>
<p>No-claim discounts</p>	<p>5. No claim discounts</p> <p>A) If a claim payment is made on a vehicle stated in the schedule and for which the premium has had a no-claim discount applied, the relevant discount will be adjusted with effect from the date of settlement of the claim. Any applicable no-claims discount will be adjusted following each and every loss.</p>

Restricted driving

6. Restricted driving (if stated in the schedule)

Cover is restricted to only your principals and members of their immediate family, unless otherwise agreed to in writing by us.

Roadworthy

7. Roadworthy

You must take all reasonable steps to properly maintain and protect your vehicle. You have to ensure that your vehicle is roadworthy at all times.

Satellite tracking

8. Satellite tracking warranty (if stated in the schedule)

- A) Loss or damage by theft is excluded unless the vehicle is fitted with an 'early warning' satellite tracking device.
- B) It is further warranted that:
 - a) you will maintain a subscription contract with your service provider in respect of any vehicle tracking device;
 - b) you will provide proof that the contract was in force at the time of a theft or hijacking.
- C) Should the contract be cancelled / inoperative at the time of the theft or hijacking, there will be no cover.
- D) If your vehicle is fitted with a satellite tracking device and an occurrence takes place, in these circumstances, you:
 - a) undertake to provide us with access to and copies of any satellite tracking records available in respect of the vehicle as soon as possible after the occurrence; and
 - b) hereby expressly authorise us and / or our nominated agents to have access to and obtain all information from any satellite tracking company relating to the vehicle. In this regard, the authority contained in this clause will constitute irrevocable authority to enable us and / or our nominated agents (acting on your behalf and as your authorised agent) to obtain such records directly from the satellite tracking company.

Spare parts

9. Spare parts

- A) Our liability in respect of any spare parts or accessories that are required in the repair or reinstatement of vehicles and:
 - a) which are unobtainable in the Republic of South Africa; or
 - b) are obsolete in pattern;
 shall be limited to the value of such parts at the time of loss or damage as stated in the manufacturer's / agent's last issued catalogue or price list.
- B) We may discharge our liability by cash payment in such circumstances.

Towing following accident

10. Towing following an accident (Category A vehicles)

- A) Towing services for **Category A vehicles** (sedans and LDVs) following an accident have to be arranged through the official emergency number, **0861 723 473 (0861 SAFIRE)**. Should you fail to attempt to contact this number, compensation for towing and storage costs will be limited to the amount stated in **Addendum B**. This will not apply in the event that the call centre is unable to assist you.
- B) These towing services are available for accidents that occur in the Republic of South Africa, Lesotho and Eswatini.

Towing outside RSA

11. Towing outside the Republic of South Africa

- A) In the event of any occurrence giving rise to a claim whilst the vehicle is in Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini and Zimbabwe, towing costs to our nearest approved repairer will be limited to the amount stated in **Addendum B**.
- B) Until the vehicle has been towed to our nearest approved repairer, no liability shall be admitted nor payments made in terms of the cover provided.

Unauthorised use

12. Unauthorised use of your vehicle

- A) If anyone uses your vehicle without your knowledge or permission, you must report it to the South African Police Services and lay a criminal charge against that person within 48 (forty-eight) hours after becoming aware of such unauthorised use.
- B) You may not withdraw the charge, even if your vehicle is later returned to you, unless you withdraw the claim.

MF1.7 Motor Exclusions

You are not covered for the following.

Specific exceptions applicable to ALL CLAIMS under this section

Carrying capacity

1. Carrying capacity

- A) We shall not be liable for any accident, injury, loss, damage or liability whilst the vehicle:
- a) is carrying more passengers than the vehicle is licensed or designed to carry;
 - b) is carrying any load which exceeds the capacity of the vehicle which it is licensed or designed to carry.

Description of Use

2. Description of Use

We shall not be liable for any accident, injury, loss, damage or liability whilst the vehicle is being used with your general knowledge and consent other than in accordance with the Description of Use clause.

Driver's licence

3. Driver's licence

- A) We shall not be liable for any accident, injury, loss, damage or liability incurred while any vehicle is being driven by you or any other person while not licensed to drive such vehicle, unless:
- a) the driver complies with the licensing laws relating to any of the territories referred to in **Exception MF1.7.6 Territorial limits**, in which case he / she shall be deemed to be licensed to drive the vehicle; or
 - b) non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, limited to a period of 180 (one-hundred-and-eighty) consecutive days from the relevant renewal date; or
 - c) a licence is not required by law; or
 - d) such driver is learning to drive and complies with the laws relating to learner drivers.
- B) This exception shall not apply if you were unaware that the driver was unlicensed and you can prove to our satisfaction that, in the normal course of your business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.

Intoxicating liquor or drugs

4. Intoxicating liquor or drugs

- A) We shall not be liable for any accident, injury, loss, damage or liability incurred while any vehicle is being driven by:
- a) you 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); or
 - b) any other person with your general consent who, to your 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).

Motor trade exclusion

5. Motor trade exclusion

- A) We do not cover the vehicle whilst it is in the custody or control of a member of the motor trade for any purpose, including for the purpose of selling or marketing the vehicle.
- B) This exclusion will not apply if the vehicle is in the custody or control of a member of the motor trade for the specific purpose of overhaul, maintenance and / or repair.

Territorial limits

6. Territorial limits

- A) We shall not be liable for any accident, injury, loss, damage or liability incurred outside the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia and Zimbabwe.
- B) We shall, however, indemnify you against loss of or damage to any vehicle whilst in transit by sea or air between ports or places in these territories, including the loading and unloading of the vehicle which is incidental to such transit.

Specific exceptions applicable only to claims for **MATERIAL LOSS OR DAMAGE**

Open top / soft top

7. Open top or soft top vehicles

- A) We shall not be liable for loss or damage to an open top or soft top vehicle as a result of theft, unless:
- a) the vehicle is fitted with an approved anti-theft immobilising device and / or tracking device; or
 - b) the vehicle is stolen from a securely locked garage / building.

Springs or shock absorbers

8. Springs or shock absorbers

We shall not be liable for damage to springs or shock absorbers due to impact or contact with inequalities of the road or other surfaces (including potholes and speed bumps).

Tyres

9. Tyres

- A) We shall not be liable for damage to tyres by application of brakes or by road punctures, cuts or bursts.
- B) We shall not be liable to replace any undamaged tyres or rims, unless specifically provided for in terms of **MF1.5.2. Extended tyre cover**.

Specific exceptions applicable to claims for **LIABILITY TO THIRD PARTIES** only

Category B, C, D or E vehicles

10. Category B, C, D or E vehicles

- A) We shall not be liable under **MF1.3.3. Liability to third parties** for death of or injury to any person being carried in or upon or entering or getting onto or alighting from a Category B, C, D or E vehicle at the time of the occurrence of the event from which any claim arises.
- B) This exclusion does not apply in the event of death of or injury to any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger-carrying compartment of a Category B vehicle with a carrying capacity not exceeding 1 500 (one thousand five hundred) kilograms.

Compulsory cover

11. Compulsory motor vehicle insurance

We shall not be liable under this sub-section for any amount or claim that falls within the scope of any compulsory motor vehicle insurance enactment, even though no insurance under such enactment is in force or has been effected.

Demonstration of tool or plant

12. Demonstration of tool or plant

We shall not be liable under this sub-section for 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.

Open top / soft top

13. Open top or soft top vehicles

We shall not be liable under this sub-section for liability arising due to accidental bodily injury, including death or illness, to any passenger in / on or getting into / onto or out of / off an open top or soft top vehicle.

06. ADDENDUMS

ADDENDUM A: EXCESSES

This policy excess document must be read in conjunction with the policy schedule and the policy wording. Unless specifically stated otherwise in the schedule, the following excesses will apply.

General

1. Lightning strike or power surge (unless noted otherwise below)	10% of gross claim, minimum R1 500
2. Vaal and Orange (Gariep) rivers: All loss or damage caused by flood as a result of the Vaal / Orange rivers overflowing their banks	No cover

Stellar Lifestyle Excesses

S01: Houseowners

1. Each and every claim	R1 000
2. Lightning strike or power surge	10% of gross claim, minimum R1 500
3. Loss of or damage to solar panels and solar geysers	10% of gross claim, minimum R1 000
4. Building that has been vacant for more than 30 (thirty) consecutive days	R1 500 per claim
5. Subsidence, landslip and heave	1% of sum insured, minimum R5 000
6. Retaining walls	10% of gross claim, minimum R5 000
7. Beach / weekend / holiday cottage or any similar residence regularly unattended	R1 500 per claim
8. Beach / weekend / holiday cottage or any similar residence regularly unattended: Resultant damage to insured property arising from bursting or overflowing of geysers, water tanks, water apparatus, pipes or equipment	R5 000 per claim

Note: The excesses are not cumulative

S02: Householders

1. Each and every claim	R1 000
2. Lightning strike or power surge	10% of gross claim, minimum R1 500
3. Subsidence, landslip and heave	5% of sum insured, minimum R5 000
4. Mechanical and electrical breakdown	10% of gross claim, minimum R1 000
5. Pairs and sets	additional 10% of gross claim
6. Beach / weekend / holiday cottage, or any similar residence regularly unattended: Resultant damage to insured property arising from bursting or overflowing of geysers, water tanks, water apparatus, pipes or equipment	R5 000 per claim
7. Theft / attempted theft of jewellery and watches: a) not worn and not kept in a locked safe at the time of the loss b) worn or locked in a safe at the time of the loss	a) 25% of gross claim b) R1 000 per claim

Note: The excesses are not cumulative

S03: Personal All Risks

1. Each and every claim (other than as detailed under 2. to 6. below)	R1 000 per claim
2. Lightning strike or power surge	10% of gross claim, minimum R1 500
3. Hearing aids	10% of gross claim
4. Jewellery and watches not worn or kept in a safe at the time of the loss	10% of gross claim, minimum R1 000
5. Pedal cycles	10% of gross claim, minimum R500
6. Pairs and sets	additional 10% of gross claim

Note: The excesses are not cumulative

S05: Pleasure Craft

1. Boats, jet skis and motors	5% of gross claim, minimum R1 000
2. Wearing apparel and personal effects	5% of gross claim, minimum R500
3. Fishing equipment	10% of gross claim, minimum R1 000
4. Electronic equipment	20% of gross claim, minimum R1 000

Farming Excesses

F01: Fire

1. Each and every claim	R2 000
2. Lightning strike – damage caused by surge	10% of gross claim, minimum R1 500
3. Power surge	10% of gross claim, minimum R5 000
4. Subsidence, landslip and heave	1% of sum insured, minimum R5 000
5. Burst geysers, water tanks or water containers	10% of gross claim, minimum R1 000
6. Fire extinguishing charges (aerial water bombing, including spotter planes)	25% of gross claim
7. Repeater stations	10% of gross claim, minimum R5 000 per specified item
8. Tunnel structures with plastic sheeting	20% of gross claim, minimum R5 000 per specified item
9. Livestock – fire and lightning cover only (per animal)	10% of sum insured, minimum R250
10. Fodder in the open – fire and lightning cover only	25% of gross claim
11. Livestock – freezing and extreme heat, each and every claim:	
a) Angora goats	
1. within 2 (two) months of being shorn	25% of gross claim, minimum R500
2. otherwise	10% of gross claim, minimum R250
b) All other goats and sheep	
1. within 2 (two) months of being shorn	10% of gross claim, minimum R250
2. otherwise	5% of gross claim, minimum R250
c) All other livestock	10% of gross claim, minimum R250

Note: The excesses are not cumulative

F02: Buildings combined

1. Each and every claim	
a) occupied buildings	a) R2 000
b) unoccupied buildings (unoccupied for more than 48 (forty-eight) hours)	b) R5 000
2. Lightning strike – damage caused by surge	10% of gross claim, minimum R1 500
3. Power surge	10% of gross claim, minimum R5 000
4. Subsidence, landslip and heave	5% of sum insured, minimum R5 000
5. Burst water tanks, pipes or water apparatus	10% of gross claim, minimum R1 000 the minimum is increased to R5 000 if unoccupied for more than 48 hours
6. Theft or attempted theft	10% of gross claim, minimum R1 000

Note: The excesses are not cumulative

F03: Office content

1. Theft	10% of gross claim, minimum R1 000
2. Lightning or power surge	10% of gross claim, minimum R1 500
3. Locks and keys	R500 each and every loss

F04: Business interruption

None applicable unless stated in that section of the schedule

F05: Accounts receivable

Magnetic damage or erasure (subject to Duplicate Records clause)

R500 each and every loss

F06: Theft

Each and every claim

10% of gross claim, minimum R1 000

F07: Money

1. Each and every claim
2. Locks and keys
3. Dishonesty of any principal, partner, director or employee

10% of gross claim, minimum R1 000

R500

- a) 2% of the sum insured **plus**
b) a further 10% of the net amount payable after deduction of the 2% specified in a)

F08: Glass

Each and every claim

10% of gross claim, minimum R1 000

F09: Fidelity guarantee

1. Each and every event
2. Computer losses
The percentage shown in b) above of the compulsory first amount payable clause is increased as follows if the defined event results from the dishonest manipulation of, input into, suppression of input into, destruction of, alteration of any non-networked personal computer program, system, data or software by any insured employee whose duties involve the managing, supervision, design, creation or alteration of computer systems or programs
3. First amount payable for losses discovered more than 12 (twelve) months after they were committed or the first event in a series of events committed by one person or a number of persons acting in collusion then the percentages detailed in 1. above are increased as follows:
 - a) If losses are discovered more than 12 (twelve) months after being committed but not more than 24 (twenty-four) months thereafter
 - b) If policy has been extended to cover that part of losses discovered more than 24 (twenty-four) months after being committed but not more than 36 (thirty-six) months thereafter
4. If any event is discovered more than 12 (twelve) months after it was committed, then the percentages detailed in 1. above are increased as follows (applicable to **Extension F9.5.3**)

- a) 2% of the sum insured **plus**
b) a further 10% of the net amount payable after the deduction of the 2% specified in a)

b) from 10% to 20% of the net amount payable after the deduction of the 2% specified in a)

- 1.a) from 2% to 4%
1.b) from 10% to 15%
2. from 20% to 30%
1.a) from 2% to 5%
1.b) from 10% to 20%
2. from 20% to 35%

- a) 3% of the sum insured **plus**
b) a further 12.5% of the net amount payable after the deduction of the 3% specified in a)

Note: Notwithstanding 3. and 4. above, you may opt to claim only for that part of the loss which was discovered in a lesser period, in which case the first amount payable applicable for that corresponding lesser period will apply.

F10: Goods in transit

1. Each and every claim (other than hijacking, theft or livestock)	5% of gross claim, minimum R500
2. Claims for livestock (other than hijack or theft)	10% of gross claim, minimum R500
3. Claims arising from hijacking and / or theft	20% of gross claim, minimum R2 000

Note: the excess under 1. does not apply to claims resulting from fire, lightning or explosion

F11: Business all risks

1. Each and every claim (other than items specifically stated below)	R1 000 per item
2. Lightning strike or power surge	10% of gross claim, minimum R1 500 per specified item
3. Generators	10% of gross claim, minimum R500 per specified item
4. Cellular phones / iPods / tablets	10% of gross claim, minimum R500 per specified item
5. Two-way radios / base stations	10% of gross claim, minimum R500 per specified item
6. Laptops	10% of gross claim, minimum R1 000 per specified item
7. Tools & equipment	10% of gross claim, minimum R500 per specified item
8. Centre pivots	10% of gross claim, minimum R5 000 per specified item
9. Pumps & motors	10% of gross claim, minimum R500 per specified item
10. Pedal cycles	10% of gross claim, minimum R1 000 per specified item
11. Deterioration of milk	10% of gross claim, minimum R2 500
12. Theft from unattended vehicles	10% of gross claim, minimum R1 000 per specified item

F12: Accidental damage

Each and every claim	10% of gross claim, minimum R1 000
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F13: Electronic equipment

1. Each and every claim (other than computer equipment, laptops, tablets, cellular phones and GPS)	10% of gross claim, minimum R1 000
2. Each and every claim in respect of computer equipment	10% of gross claim, minimum R1 000 per specified item
3. Each and every claim in respect of laptops	10% of gross claim, minimum R1 000 per specified item
4. Each and every claim in respect of tablets, cellular phones and GPS	10% of gross claim, minimum R500 per specified item
5. Power surges or lightning strikes (other than laptops, tablets, cellular phones and GPS)	10% of gross claim, minimum R1 000 per specified item
6. Theft from unattended vehicles	10% of gross claim, minimum R1 000 per specified item

F14: Machinery breakdown

Each and every claim

10% of gross claim, minimum R1 000

F15: Machinery breakdown (loss of profits)

Waiting period

there shall be no liability under this section unless the interruption or interference with your business extends beyond **24 (twenty-four) hours**

F16: Stated benefits

None applicable unless stated in that section of the schedule

F17: Group personal accident

None applicable unless stated in that section of the schedule

F18: Solar plant

1. Each and every claim (other than theft)

10% of gross claim, minimum R1 000

2. Loss of or damage to solar plant due to theft or attempted theft

10% of gross claim, minimum R5 000

F19: Agricultural irrigation

1. Centre pivots

10% of gross claim, minimum R5 000 per specified item

2. Pumps

10% of gross claim, minimum R500 per specified item

F20: Pedigreed animals

Each and every claim (per animal)

5% of gross claim, minimum R1 500 per animal

Liability Excesses

LD01: Personal Liability

None applicable unless stated in that section of the schedule

LF02: Public liability (Farming)

1. Each and every claim	R2 500
2. Animal trespass	10% of gross claim, minimum R1 000
3. Droving of animals	10% of gross claim, minimum R1 000
4. Straying of animals	10% of gross claim, minimum R1 000
5. Fire extinguishing charges (aerial water bombing, including spotter planes)	25% of gross claim
6. Guest house liability – each and every claim	R1 000
7. Products liability – defective workmanship	10% of gross claim, minimum R1 000
8. Deterioration / Contamination of milk	10% of gross claim, minimum R2 500
9. Spread of fire	10% of gross claim, minimum R1 000 and maximum R25 000
10. Work away	10% of gross claim, minimum R1 000

Motor Excesses

Category A: Sedans / LDVs

1. Basic first amount payable (description of use: private or farming):	
a) gross claim below R200 000	a) R4 500 per claim
b) gross claim above R200 000	b) 3.5% of gross claim
2. Basic first amount payable (description of use: business):	
a) gross claim below R200 000	a) R4 500 per claim
b) gross claim above R200 000	b) 5% of gross claim
3. Windscreen and / or window glass replacement	25% of gross claim
4. Windscreen chip repairs	Nil

Category B: Commercial vehicles

1. Basic first amount payable	
a) maximum indemnity stated in the schedule less than R800 000	a) 5% of gross claim, minimum R5 000
b) maximum indemnity stated in the schedule over R800 000	d) 10% of gross claim, minimum R5 000
2. Windscreen and / or window glass replacement	25% of gross claim
3. Windscreen chip repairs	Nil

Category C: Special types (tractors, harvesters, combines and agricultural implements)

1. Basic first amount payable (tractors, harvesters and combines)	
a) maximum indemnity stated in the schedule less than R800 000	a) 5% of gross claim, minimum R2 000
b) maximum indemnity stated in the schedule over R800 000	b) 10% of gross claim, minimum R2 000
2. Basic first amount payable (agricultural implements)	5% of gross claim, minimum R1 500
3. Additional excess in respect of overturning	additional 5% of gross claim, minimum R2 500
4. Windscreen and / or window glass replacement	25% of gross claim
5. Windscreen chip repairs	Nil
6. Tyre cover extension	
a) single tyre	a) 10% of gross claim
b) set of tyres / tracks	b) 15% of gross claim

Category D: Motorcycles

1. Basic first amount payable	5% of gross claim, minimum R1 500
2. Quad bikes	5% of gross claim, minimum R1 500

Category E: Trailers and caravans

1. Basic first amount payable (excluding high speed commercial trailers)	5% of gross claim, minimum R1 500
2. High speed commercial trailers	10% of gross claim, minimum R1 500
3. Windscreen and / or window glass replacement	25% of gross claim
4. Windscreen chip repairs	Nil

Note: high speed commercial trailers refer to heavy trailers, superlink and interlink trailers drawn by Category B commercial vehicles

General Motor

A) General excesses that are accumulative, i.e. in addition to the basic first amount payable stated above.

1. Any claim received within 3 (three) months of the inception of the policy where no previous insurance was in place	additional R2 000
2. When an insured vehicle is being driven by or is under the control for the purpose of being driven by a person:	
a) under 25 (twenty-five) years of age or who has held a driver's licence to drive such vehicle for less than 3 (three) years or who holds a learner's licence	a) additional R2 000
b) who has been convicted and had his licence to drive the vehicle endorsed during the previous 3 (three) years for any reason	b) additional R1 000
3. Single vehicle accident whilst the insured vehicle is being driven	
a) Category A (sedans/LDV's)	a) additional R1 000
b) Category B (commercial)	b) additional R5 000
4. Theft or hijack (vehicle not recovered)	
a) Category A (sedans/LDV's) not fitted with an early warning satellite tracking device	
• Private use	• additional R2 500
• Farming use	• additional 2.5% of claim
• Business use	• additional 2.5% of claim

Note: In respect Category A (Sedans and LDV's): if the vehicle is fitted with an early warning satellite tracking device at the time of the theft, and the fitment of such device is not a requirement for cover, the additional theft excess is waived.

B) General excesses that are non-accumulative and replace the basic first amount payable stated above.

1. Theft or hijack of vehicle (vehicle not recovered): Category B – commercial vehicles	10% of gross claims, minimum R5 000
2. Theft or hijack (vehicle recovered)	the basic excess is applicable
3. Loss of or damage to locks and keys	10% of gross claim, minimum R500
4. Any other circumstances	the amount stated in the schedule

ADDENDUM B: LIMITS

This policy limits document must be read in conjunction with the policy schedule and the policy wording.

Unless specifically stated otherwise in the policy schedule, the following limits will apply.

General

1.4 GENERAL TERMS AND CONDITIONS

1.4.7 Claims preparation costs **R30 000 per claim**

Stellar Lifestyle Limits

S01: Houseowners

S1.5 HOUSEOWNERS EXTENSIONS

S1.5.2 <u>Accidental damage to buildings</u>	R50 000 per claim
S1.5.3 <u>Accidental damage to gardens</u>	R50 000 per claim
S1.5.5 <u>Alternative accommodation</u>	R250 000 per claim
S1.5.6 <u>Capital additions</u>	a maximum of 15% of the sum insured
S1.5.7 <u>Costs of demolition and professional fees</u>	a maximum of 20% of the sum insured
S1.5.9 <u>Locks and keys</u>	actual costs
S1.5.10 <u>Loss of rent</u>	a maximum of 25% of the sum insured
S1.5.11 <u>Loss of water by leaking</u>	R25 000 per claim
S1.5.12 <u>Monkeys or baboons</u>	R10 000 per claim
S1.5.13 <u>Power surge</u>	R50 000 per claim
S1.5.14 <u>Protection of building against further damage</u>	R20 000 per claim
S1.5.15 <u>Removal of fallen trees</u>	R20 000 per claim
S1.5.18 <u>Wheelchair friendly alterations</u>	R50 000 once off

S1.7 HOUSEOWNERS CONDITIONS

S1.7.7 Theft from outbuildings (alarm warranty not met) **R10 000 per claim**

S02: Householders

S2.4 HOUSEHOLDERS COVER

S2.4.1 I)a) <u>Theft of laundry, outdoor furniture and equipment</u>	
<ul style="list-style-type: none"> Laundry Outdoor furniture and equipment 	<p>R20 000 per claim</p> <p>R50 000 per claim</p>
S2.4.1 I)b) <u>Theft of contents whilst in transit from place of purchase</u>	R20 000 per claim

S2.5 HOUSEHOLDERS EXTENSIONS

S2.5.2 <u>Accidental damage to contents</u>	R20 000 per claim
S2.5.3 <u>Business goods</u>	R50 000 per claim
S2.5.4 <u>Cash cards and credit cards</u>	R5 000 per claim
S2.5.5 <u>Compensation for death</u>	R10 000
S2.5.6 <u>Documents</u>	R10 000 per claim
S2.5.8 <u>Foodstuff</u>	R25 000 per claim
S2.5.9 <u>Hole-in-one or Perfect Eight</u>	The amount incurred by you in paying for a round of drinks for those present at the club bar, limited to a maximum of R10 000 per claim
S2.5.10 <u>Locks and keys</u>	R15 000 per claim
S2.5.11 <u>Loss of money</u>	R10 000 per claim
S2.5.12 <u>Loss of rent</u>	a maximum of 25% of the sum insured
S2.5.13 <u>Mechanical and electrical breakdown</u>	R10 000 per claim
S2.5.14 <u>Medical expenses</u>	R10 000 per person per claim
S2.5.15 <u>Monkeys and baboons</u>	R10 000 per claim
S2.5.16 <u>Power surge</u>	R50 000 per claim
S2.5.17 <u>Property belonging to domestic employees</u>	R10 000 per claim
S2.5.18 <u>Property belonging to guests</u>	R20 000 per claim
S2.5.19 <u>Protection of contents against further damage</u>	R50 000 per claim
S2.5.20 <u>Student accommodation</u>	R50 000 per claim
S2.5.23 <u>Tenant's Liability</u>	R1 000 000 per occurrence
S2.5.24 <u>Trauma cover</u>	R10 000 per claim
S2.5.25 <u>Veterinary fees</u>	R20 000 per claim
S2.5.27 <u>Wheelchair</u>	R20 000 once off

S2.7 HOUSEHOLDERS CONDITIONS

S2.7.4 <u>Gold, platinum, silver and other valuables and collectibles</u>	a maximum of 33.3% of the sum insured
S2.7.5 <u>Jewellery and watches</u>	R5 000 per item in the absence of a valuation certificate
S2.7.7 <u>Theft from outbuildings (alarm warranty not met)</u>	R10 000 per claim

S03: Personal all risks

S3.3 PERSONAL ALL RISKS COVER

S3.3.1 Unspecified Items

- Insured property (other than items listed below)
- Mobile electronic equipment (including cell phones, laptops and tablets)

- A maximum of **20%** of the sum insured of the primary residence under the Householders Section
- R100 000** per claim

S3.4 PERSONAL ALL RISKS EXTENSION

S3.4.1 Groceries and household goods

R10 000 per claim

S3.4.2 Recompilation of data / reinstatement of programs

R10 000 per claim

S3.4.3 Remote jamming

- Unspecified Items:
 - Video footage available
 - Video footage **not** available
- Specified Items:
 - Video footage available
 - Video footage **not** available

- R10 000** per claim
- R5 000** per claim
- R20 000** per specified item or sum insured stated in the schedule, whichever is lesser
- R10 000** per specified item or the sum insured stated in the schedule, whichever is the lesser

S3.5 PERSONAL ALL RISKS CONDITIONS

S3.5.6 Jewellery and watches

In the absence of a valuation certificate

R5 000 per item

S3.5.9 Pedal cycles (unspecified)

R50 000 per item

S3.5.10 Theft from vehicles

If the item is not concealed in an enclosed compartment

R10 000 per claim

S05: Pleasure craft

S5.1 PLEASURE CRAFT DEFINITIONS

S5.1 Pleasure craft (excluding trailer)

maximum sum insured of **R1 500 000**

S5.5 PLEASURE CRAFT EXTENSIONS

S5.5.2 Electronic equipment

R25 000 per claim

S5.5.3 Emergency and salvage charges

50% of the sum insured of the item concerned

S5.5.4 Fishing equipment

R25 000 per claim

S5.5.5 Liability to third parties

R1 000 000 per occurrence

S5.5.6 Locks and keys

R10 000 per claim

S5.5.7 Medical expenses

R15 000 per claim

S5.5.8 Personal accident

R100 000 for any one occurrence

S5.5.12 Wearing apparel and personal effects

R10 000 per claim

S5.5.13 Yacht racing risk

a maximum of **two-thirds** of the sum insured specified in the schedule

Farming Limits

F01: Fire

F1.5 FIRE EXTENSIONS

F1.5.1 All other contents

R10 000 per claim

F1.5.6 Fire extinguishing charges

R150 000 for any one occurrence or during your 12-month period of insurance, calculated from the relevant inception or renewal date

F1.5.9 Power surge

R50 000 per claim

F1.5.13 Temporary removal

(unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process)

15% of the sum insured applicable to any item

F1.6 FIRE OPTIONAL EXTENSIONS

F1.6.4 Fire extinguishing charges (aerial bombing):

aerial bombing cover (including spotter planes)

R100 000 or R250 000 (as stated in the schedule) for any one occurrence or during your 12-month period of insurance, calculated from the relevant inception or renewal date

Note: the aggregate limit in respect of **all** fire extinguishing charges under all sections of this policy (including aerial bombing cover) for any one occurrence or during any 12-month period will not exceed the following:

- a) if increased cover **has not** been selected
- b) if increased cover **has** been selected

- a) **R150 000** (or R250 000 if this aerial bombing limit has been selected in terms of F1.6.4 of LF1.5.4)
- b) the amount stated in the schedule

F1.7 FIRE CLAUSES, CONDITIONS & WARRANTIES

F1.7.6 Limitations (plant) in respect of:

- a) money and stamps
- b) documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds

- a) R5 000
- b) to the value of materials and sums expended in labour

F1.7.7 Livestock claims warranty: veterinary fees

a maximum of **R10 000**

F1.7.10 Plastic sheeting and shade cloth

Age of shade cloth / shade net

- a) Up to 1 year
- b) 1 to 2 years
- c) 2 to 3 years
- d) 3 to 4 years
- e) 4 to 5 years
- f) 5 to 6 years
- g) 6 to 7 years
- h) 7 to 8 years

Limit of indemnity

- a) 90% of claim or sum insured (whichever is the lower)
- b) 80% of claim or sum insured (whichever is the lower)
- c) 70% of claim or sum insured (whichever is the lower)
- d) 60% of claim or sum insured (whichever is the lower)
- e) 50% of claim or sum insured (whichever is the lower)
- f) 40% of claim or sum insured (whichever is the lower)
- g) 30% of claim or sum insured (whichever is the lower)
- h) 20% of claim or sum insured (whichever is the lower)

F1.7.17 Baled fodder in the open:

- a) per stack
- b) per cluster
- c) per site
- d) in the aggregate per event

- a) **R100 000**
- b) **R500 000**
- c) **R1 000 000**
- d) **R1 000 000**

F02: Buildings combined

F2.4 BUILDINGS COMBINED COVER

F2.4.5 Sub-section D: Liability **R1 000 000** per occurrence

F2.5 BUILDINGS COMBINED EXTENSIONS

F2.5.1 Architect's and other professional fees **15%** of the amount payable in respect of such damage

F2.5.4 Fire extinguishing charges **R150 000** for any one occurrence or during your 12-month period of insurance, calculated from the relevant inception or renewal date

F2.5.7 Power surge **R50 000** per claim

F03: Office contents

F3.4 OFFICE CONTENTS COVER

F3.4.1 Defined events:
property owned by any of your partners, directors or employees **R5 000** per person per claim

F3.4.2 Sub-section A: Contents
G) Theft **25%** of the sum insured shown in the schedule

F3.4.3 Sub-section B: Rent **25%** of the sum insured or value of all contents of the office premises affected, whichever is the lower

F3.4.6 Sub-section E: Increase in cost of working **25%** of the sum insured on all contents of the office premises affected

F3.5 OFFICE CONTENTS EXTENSIONS

F3.5.2 Fire extinguishing charges **R150 000** or the sum insured stated in the schedule, whichever is the lesser, for any one event or during your 12-month period of insurance, calculated from the relevant inception or renewal date

F3.5.3 Locks and keys **R10 000** per claim

F3.5.5 Power surge **R50 000** per claim

F3.6 OFFICE CONTENTS OPTIONAL EXTENSIONS

F3.6.2 Theft without visible forcible entry / exit **25%** of the sum insured shown in the schedule

F04: Business interruption

F4.4 BUSINESS INTERRUPTION EXTENSIONS

F4.4.1 Extensions to other premises

- c) Prevention of access

10% of the sum insured shown in the schedule with a maximum of 30 (thirty) consecutive days

F4.5 BUSINESS INTERRUPTION OPTIONAL EXTENSIONS

F4.5.2 Extensions to other premises

- a) Customers
- b) Prevention of access - extended cover
- c) Public telecommunications - insured perils only
- d) Public utilities - insured perils only
- e) Specified suppliers / sub-contractors
- f) Unspecified suppliers

- a) **20%** of the sum insured shown in the schedule
- b) **10%** of the sum insured shown in the schedule with a maximum of 30 (thirty) consecutive days
- c) **15%** of the sum insured shown in the schedule
- d) **15%** of the sum insured shown in the schedule
- e) **20%** of the sum insured shown in the schedule
- f) **10%** of the sum insured shown in the schedule

F06: Theft

F6.4 THEFT EXTENSIONS

F6.4.3 Damage to buildings: temporary repairs after loss

R10 000 or such higher amount stated in the schedule in respect of any one claim

F6.4.4 Locks and keys

R10 000 per claim

F6.4.5 Personal effects

R5 000 in respect of any person

F6.4.6 Skeleton keys

R10 000 per claim

F07: Money

F7.4 MONEY EXTENSIONS

F7.4.1 Locks and keys

R10 000 per claim or such higher amount stated in the schedule

F7.4.2 Receptacles and clothing

R5 000 in respect of clothing

R10 000 or such higher amount stated in the schedule in respect of receptacles

F7.4.3 Skeleton keys

R10 000 per claim or such higher amount stated in the schedule

F7.6 MONEY CLAUSES, CONDITIONS & WARRANTIES

F7.6.2 Crossed money orders

Each and every claim

R100 000

F07: Money (Cont.)

F7.6.4. Money not contained in a locked safe or strong room

- a) while on the insured premises outside the hours during which the commercial operations are conducted
- b) while in your residence or the residence of any of your partners, directors or employees
- c) while on the insured premises in the custody of one or more petrol attendants
- d) while in the custody of one or more collectors or roundsmen
- e) while in the custody of any of your partners, directors or employees while away from the insured premises on a business trip anywhere in the world

a) **R1 500** per claim

b) **R1 500** per claim

c) **Nil**

d) **Nil**

e) **R1 500** per claim

F7.6.5 Money contained in a locked safe or strong room situate in a building at the insured premises outside commercial hours

Description of safe or strong room:

- a) No SABS grading
- b) SABS category 1 grading
- c) SABS category 2 grading
- d) SABS category 2 HD grading
- e) SABS category 2 ADM grading
- f) SABS category 2 ADM grading D3
- g) SABS category 3 grading
- h) SABS category 4 grading
- i) SABS category 5 grading

a) **R10 000**

b) **R20 000**

c) **R30 000**

d) **R40 000**

e) **R100 000**

f) **R125 000**

g) **R175 000**

h) **R350 000**

i) **R500 000**

limited at all times to the major limit specified in the schedule in respect of the premises

F08: Glass

F8.5 GLASS EXTENSION

F8.5.1 Boarding up and other costs

R10 000 per claim

F10: Goods in transit

F10.4 GOODS IN TRANSIT EXTENSION

F10.4.1 Fire extinguishing charges

R20 000 per claim or such higher amount stated in the schedule

F10.5 GOODS IN TRANSIT OPTIONAL EXTENSIONS

F10.5.1 Debris removal

R10 000 per claim or such higher amount stated in the schedule

F11: Business all risks

F11.5 BUSINESS ALL RISKS OPTIONAL EXTENSIONS

F11.5.4 Remote jamming **R10 000 per specified item**

F11.6 BUSINESS ALL RISKS CLAUSES, CONDITIONS & WARRANTIES

F11.6.6 Theft from vehicles

- Theft of **specified** items not concealed in a boot or enclosed compartment **R5 000 per claim**

F13: Electronic equipment

F13.4 ELECTRONIC EQUIPMENT COVER

F13.4.2 Consequential loss
 a) Increase in cost of working **a) R20 000 per claim or such higher amount stated in the schedule**
 b) Reinstatement of data / programs **b) R20 000 per claim or such higher amount stated in the schedule**

F13.5 ELECTRONIC EQUIPMENT EXTENSIONS

F13.5.1 Clearance costs **15% of the gross claim**
 F13.5.2 Express delivery and overtime **50% of the amount which the repair or replacement would have cost had the additional costs not been incurred**
 F13.5.4 Professional fees **15% of the gross claim**

F13.6 ELECTRONIC EQUIPMENT OPTIONAL EXTENSIONS

F13.6.1 Incompatibility cover **20% of the applicable total sum insured under F13.4.1 Sub-section A and F13.4.2 B) Sub-section B or R25 000, whichever is the lesser**
 F13.6.2 Remote jamming **R10 000 per specified item**

F13.7 ELECTRONIC EQUIPMENT BASIS OF INDEMNIFICATION

F13.7.4 Limit of liability: Consequential loss **R10 000 per claim or such higher amount stated in the schedule**

F13.8 ELECTRONIC EQUIPMENT CLAUSES, CONDITIONS & WARRANTIES

F13.8.3 Theft from vehicles

- Theft of **specified** items not concealed in a boot or enclosed compartment **R5 000 per claim**

F16: Stated benefits

F16.2 STATED BENEFITS COVER

F16.2.2 Limit of indemnity:
 a) any one life **a) R1 000 000**
 b) any known accumulation **b) R1 000 000**

F17: Group personal accident

F17.2 GROUP PERSONAL ACCIDENT COVER

F17.2.2 Limits of indemnity

- | | |
|---------------------------|----------------------|
| a) any one life | a) R1 000 000 |
| b) any known accumulation | b) R1 000 000 |

F18: Solar plant

F18.5 SOLAR PLANT EXTENSIONS

F18.5.1 Clearance costs **10% of the gross claim**

F18.5.3 Professional fees **10% of the gross claim**

F18.6 SOLAR PLANT BASIS OF INDEMNIFICATION

F18.6.2 Total loss of solar plant or individual components

Age of **solar array**

- a) less than 30 years
- b) more than 30 years

Limit of indemnity

- a) deduct **1%** degradation for every year. Apply balance to gross claim or sum insured (whichever is lower)
- b) **nil**

Age of **lithium-ion battery(ies)**

- c) up to 5 years
- d) 5 to 7 years
- e) 7 to 10 years
- f) 10 to 15 years
- g) more than 15 years

- c) **100%** of gross claim
- d) **75%** of gross claim or sum insured (whichever is lower)
- e) **50%** of gross claim or sum insured (whichever is lower)
- f) **25%** of gross claim or sum insured (whichever is lower)
- g) **nil**

Age of **lead acid / deep cycle gel battery(ies)**

- h) up to 2 years
- i) 2 to 4 years
- j) 4 to 5 years
- k) more than 5 years

- h) **100%** of gross claim
- i) **50%** of gross claim or sum insured (whichever is lower)
- j) **25%** of gross claim or sum insured (whichever is lower)
- k) **nil**

F20: Pedigreed animals

F20.4 PEDIGREED ANIMALS OPTIONAL EXTENSIONS

F20.4.10 Transit cover:

- | | |
|---------------------------------|--|
| B)a) Fire extinguishing charges | B)a) R20 000 for any single occurrence |
| B)b) Debris removal | B)b) R5 000 or the limit stated in the schedule for any single occurrence |

Liability Limits

LD01: Personal Liability

LD1.2 PERSONAL LIABILITY COVER

LD1.2.3 Limit of indemnification

R2 500 000 in respect of any one occurrence or such higher amount stated in the schedule

LD1.3 PERSONAL LIABILITY EXTENSION

LD1.3.1 Domestic employees

R10 000 per occurrence

LD1.3.2 Wrongful arrest

R50 000 in your 12-month period of insurance, calculated from the inception or applicable renewal date

LF02: Public liability (Farming)

LF1.3 PUBLIC LIABILITY COVER

LF1.3.2 Limit of indemnity

Limit stated in the schedule for each and every loss, limited to **R50 000 000** in your 12-month period of insurance

LF1.4 PUBLIC LIABILITY EXTENSIONS

LF1.4.3 Claims preparation costs

R50 000 for any one event, limited to **R100 000** in your 12-month period of insurance, calculated from the relevant inception or renewal date

LF1.4.7 Employer's liability

R1 000 000 per occurrence

LF1.4.8 Fire extinguishing charges

R150 000 for any one occurrence or during your 12-month period of insurance, calculated from the relevant inception or renewal date

LF1.4.10 Legal defence costs

R50 000 for any one occurrence, limited to **R100 000** in your 12-month period of insurance, calculated from the relevant inception or renewal date

LF1.4.15 Wrongful arrest or defamation

R50 000 for any one occurrence, limited to **R100 000** in your 12-month period of insurance, calculated from the relevant inception or renewal date

LF1.4.16 Animal trespass

R250 000 for any one occurrence, limited to **R500 000** in your 12-month period of insurance, calculated from the relevant inception or renewal date

LF1.4.17 Droving of animals

The general limit stated in the schedule, with a maximum of **R20 000 000** for any one occurrence and **R20 000 000** in your 12-month period of insurance, calculated from the relevant inception or renewal date

LF1.4.18 Straying of animals

The general limit stated in the schedule, with a maximum of **R20 000 000** for any one occurrence and **R20 000 000** in your 12-month period of insurance, calculated from the relevant inception or renewal date

In the aggregate for LF1.4.17 and LF1.4.18

R20 000 000 in your 12-month period of insurance, calculated from the relevant inception or renewal date

LF1.5 PUBLIC LIABILITY OPTIONAL EXTENSIONS

LF1.5.4 Fire extinguishing charges (aerial bombing):

aerial bombing cover (including spotter planes)

Note: the aggregate limit in respect of **all** fire extinguishing charges under all sections of this policy (including aerial bombing cover) for any one occurrence or during your 12-month period will not exceed the following:

- a) if increased cover **has not** been selected
- b) if increased cover **has** been selected

LF1.5.5 Guest house liability

- a) Death of or bodily injury to guests
- b) Loss of or damage to guests' property

R100 000 or R250 000 (as stated in the schedule) for any one occurrence or during any 12 month period of insurance, calculated from the relevant inception or renewal date

- a) **R150 000** (or **R250 000** if this aerial bombing limit has been selected in terms of F1.6.4 or LF1.5.4)
- b) the amount stated in the schedule

- a) **R1 000 000** in respect of any one event or series of events with one original cause or source
- b) **R50 000** in respect of any one event or series of events with one original cause or source

Motor Limits

MF01: Motor (Farming)

MF1.3 MOTOR COVER

MF1.3.3 Liability to third parties

- | | |
|--|----------------------|
| a) In respect of any occurrence directly or indirectly due to or in consequence of fire or explosion | a) R1 000 000 |
| b) In the aggregate of a), MF1.4.15 and MF1.4.17 | b) R5 000 000 |
| c) Any other occurrence | c) R5 000 000 |

MF1.3.4 Medical expenses

a maximum of **R10 000** per injured occupant, but not exceeding **R20 000** in total for all occupants

MF1.4 MOTOR EXTENSIONS

MF1.4.1 Emergency accommodation

a maximum of **R1 000** per person, but not exceeding **R5 000** per claim

MF1.4.2 Loss of or damage to locks and keys

R20 000 per claim

MF1.4.4 Tow-in cost and safeguarding after mechanical breakdown

R5 000 during your 12-month period of insurance, calculated from the inception or applicable renewal date

MF1.4.5 Tyre cover – tractors and harvesters used for farming

R40 000 per tyre per claim

MF1.4.8 Wreckage removal

R20 000 per claim

MF1.4.9 Fire extinguishing charges

reasonable costs

MF1.4.10 Tracking device

R10 000 per claim

MF1.4.11 Trauma treatment

R10 000 per claim

MF1.4.12 Theft of radios

R5 000 per claim

MF1.4.15 Passenger liability (Category A vehicles only)

R5 000 000 in respect of any one occurrence

MF1.4.17 Unauthorised passenger liability

R2 500 000 in respect of any one occurrence

MF1.5 MOTOR OPTIONAL EXTENSIONS

MF1.5.8 Passenger liability (Category B, D and E vehicles)

R2 500 000 in respect of any one occurrence

MF1.6 MOTOR CONDITIONS

MF1.6.3 Emergency repairs

R10 000

MF1.6.10 Towing following an accident (category A vehicles)

In the event that the official towing service is not used (towing and storage limit)

R2 000 per claim

MF1.6.11 Towing outside the Republic of South Africa

R50 000 per claim

ADDENDUM C: TABLE OF PERMANENT DISABLEMENT

This table is referred to in **Pleasure craft**, **Money**, **Stated Benefits** and **Group Personal Accident** sections of this policy.

Table of permanent disablement		Percentage (%) of capital sum
Total and permanent disablement		100
Total and permanent loss of:		
1	both hands or feet or one hand and one foot	100
2	all sight in one eye and total permanent loss of one hand or one foot	100
3	all sight in both eyes	100
4	all sight in one eye	50
5	hearing or speech	50
6	hearing in one ear	15
7	one hand	50
8	arm from shoulder	75
9	forearm	65
10	one foot	50
11	Thigh	75
12	leg at or below knee	65
13	thumb (both phalanges)	25
14	thumb (one phalanx)	10
15	index finger (three phalanges)	10
16	index finger (two phalanges)	8
17	index finger (one phalanx)	4
18	finger other than thumb or index finger	5
19	great (big) toe	5
20	any other toe	1

- Where the injury is not specified, we will pay such sum as, in our opinion, is consistent with the above provisions and which will not exceed the limit of indemnity stated in the schedule.
- Permanent total loss of use of part of the body shall be treated as loss of such part.
- 100% (one hundred percent) shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

ADDENDUM D: INSURANCE TERMS

These terms do not form part of the policy wording, are informative and could assist in a better understanding of insurance concepts.

<p>All Risks</p>	<p>An 'all risks' policy provides cover for loss or damage resulting from any incident, unless the incident is specifically excluded under the policy. An 'All risks' policy normally covers your personal belongings in your possession anywhere in the world, or property that you are likely to take with you away from your home. This may include wearing apparel and personal effects.</p> <p>The personal belongings covered by an 'All risks' policy can be specified or unspecified (general).</p> <p>Note: If you want to claim for loss of or damage to any of these items, you may have to prove the value of your loss. In the case of jewellery items such as diamond rings and watches over a certain value and other special items such as artwork or Persian carpets, you may be required to supply a valuation certificate when you claim.</p>
<p>Average</p>	<p>Average (or 'subject to average') is the calculation that we apply when dealing with a claim in a situation of underinsurance.</p> <p>Average is applied using the following formula:</p> $\frac{\text{Sum Insured}}{\text{Value at Risk}} \times \text{Loss Amount} = \text{Settlement}$ <p>Example:</p> <p>An example of the application of average is:</p> <ul style="list-style-type: none"> o Tom has a house and the house is insured for R200 000 (sum insured); o The cost to completely rebuild the house if completely destroyed is R300 000 (value at risk); o There is a fire and the cost of repairs is R60 000 (the loss); o The amount that will be paid (settlement) is: $\frac{R200\,000}{R300\,000} \times R60\,000 = R40\,000$
<p>Agreed Value</p>	<p>This is the amount we agree to insure a specific item for in the event of a valid claim for that item's total loss. This may apply to items such as a rare, classic motor vehicle, artwork or other valuable items as agreed with us. These items will usually be specified separately in your policy and you will pay an extra premium for insuring them. Average does not apply to agreed value items.</p>
<p>Beneficiary</p>	<p>This is a person or entity that you nominate or who will lawfully be entitled to receive a benefit from your insurance policy. This can be yourself, your estate or another person.</p>
<p>Betterment</p>	<p>This describes a situation where you end up better off than you were before the loss or damage occurred following the repairs or replacement of property. Usually insurance policies do not allow for betterment.</p> <p>For example, if repairs or replacement must be done in such a way that the insured item will have a higher value than it had before the loss, we may ask you to pay in the difference as you are now in a 'better' position.</p>
<p>Commercial use</p>	<p>Generally, this is where you use your property (vehicle or other equipment or property) for business purposes.</p>
<p>Computing equipment</p>	<p>Includes any computer, data processing equipment, microchip, integrated circuit or similar device in a 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.</p>
<p>Consequential loss</p>	<p>This is loss not resulting from physical damage to tangible property but rather arising from such damage, for example: lost production on orders following a fire.</p> <p>Consequential loss is, in many instances, not covered unless specifically provided for in terms of the policy.</p>

Credit shortfall

This is a type of added insurance cover that covers the difference between the amount paid out by us in the event of a total loss of your property (for example a vehicle), and the amount owed to the bank or finance institution that financed the purchase of the property under the credit agreement.

This cover does not form part of comprehensive insurance cover, but it can be an optional extension to an existing policy, or purchased as a separate policy at an extra premium. There may be limits of cover or certain amounts excluded from credit shortfall cover, such as arrears, certain finance charges and policy excesses.

Excess
also referred to as 'first amount payable'

This is the first amount payable by you or deducted by us in the event of a valid claim. In other words, the excess is that part of the loss or damage / claim that we do not pay for. It can be a fixed amount or a percentage of the claim, depending on the policy wording.

Types of excesses

a) Basic excess

This refers to the minimum excess payable in terms of all claims submitted under that policy. This will be the compulsory excess that needs to be paid before we shall pay your claim.

b) Additional excess

When there is more than one excess applicable to the same claim over and above the basic excess, these are called additional excesses and are usually added together (accumulated) and are added to the basic excess.

In some instances you are able to choose additional excesses and these form part of your policy (see **voluntary excess** below).

c) Voluntary excess

A voluntary excess is an additional excess agreed to by you in exchange for a reduction in premium. It is added to the basic excess.

Example:

If you have a basic excess of R100, and a voluntary excess of R250; when you submit a claim for R1 000, you will need to pay R350 and we shall pay the remaining R650.

d) Cumulative excess

This is used when **additional excesses** are added together, if applicable to the same claim.

Exceptions
also referred to as 'Exclusions'

Exceptions are specific items, losses or events that are not covered in terms of your policy. These will be specified in your policy wording and it is important that you read your policy carefully.

Extensions

These are additional or extra (add-on) covers or benefits that may be included in your policy. Some of these may be at an additional premium.

Held liable

You are held liable (responsible) when someone proves that you caused him / her injury, loss or damage unlawfully, whether deliberately or accidentally (negligently).

Indemnity
also referred to as 'Compensation'

This is the benefit you receive that places you, as far as possible, in the same financial position that you were in before the loss occurred. We have an option to repair, re-instate, replace or to pay cash.

Insurable interest

You have an insurable interest in property if you will gain a **financial** benefit from the protection of that property being insured, or if you could suffer a **financial disadvantage** should the property insured be lost, damaged, or in the case of personal injury insurance, where an insured person is injured. Generally, an insurable interest is established by ownership, legal possession or direct relationship.

We may stipulate specific policy provisions requiring you to prove insurable interest at underwriting or claims stage, for example having to demonstrate ownership of a vehicle.

Insured event

This is a specific event which directly causes the loss or damage for which you are covered in terms of this policy.

<p>Liability see also 'Held Liable'</p>	<p>This is the legal responsibility one person has to another that is enforceable by law.</p>
<p>Material fact also referred to as 'Material information'</p>	<p>A material fact or material information is any information that will influence our decision:</p> <ul style="list-style-type: none"> a) whether or not to insure you; or b) as to the terms and conditions that will be applicable to your policy.
<p>Motor values</p>	<ul style="list-style-type: none"> a) Retail value (in motor insurance) This is the likely selling price of the vehicle by a motor dealer to a purchaser. This is the possible value that a motor vehicle 'retails' for if you were to buy it from a dealership. The retail price is the closest value to the replacement value or cost of your insured motor vehicle. b) Trade value (in motor insurance) This is the likely price a dealer would pay for your vehicle when it is traded in. c) Market value (relating to motor insurance) The market value is the average between the likely trade and retail values of a vehicle. (trade value + retail value) / 2 = market value Example: <ul style="list-style-type: none"> o A motor dealer can sell a vehicle to a customer for the amount of R300 000 (retail value) o The same vehicle was traded in by its previous owner for R250 000 (trade value) o The market value of the vehicle will therefore be R275 000, as follows: $\frac{R250\,000 \text{ [trade value]} + R300\,000 \text{ [retail value]}}{2} = R275\,000 \text{ [market value]}$ d) Market value (relating to property insurance) The same calculation is not applicable to calculating the market value of other movable property, such as furniture or electronic goods. In property insurance, the market value is the amount a willing buyer will offer to a willing seller to buy the property concerned.
<p>No-Claim Bonus / Claim-Free Group</p>	<p>This is a discount on your premium based on your past claims history. If you claim, this may affect your premium discount in the future.</p>
<p>Nominated driver / named driver only</p>	<p>The nominated driver is different to the regular driver of the vehicle. This driver is named and recorded in your policy as the only agreed driver of the insured vehicle. There may be more than one nominated driver. In such a policy if any other person is driving the vehicle, there is no cover. This is a very restrictive type of cover and something you should take note of.</p>
<p>Period of insurance</p>	<p>Notwithstanding the fact that you may have a monthly or quarterly policy, this is the 12 (twelve) month period for which you have cover, beginning with the start date (i.e. inception or annual renewal date) as stated in your schedule, and for which premium has been received.</p>
<p>Permanently unfit for use</p>	<p>Property is permanently unfit for use when it has structural damage and would be impossible or unsafe to repair.</p>
<p>Premium</p>	<p>This is the amount of money you are required to pay and as stipulated in your policy schedule, in return for the insurance benefits (cover) as set out in the policy.</p>
<p>Pro-rata premium</p>	<p>This is a portion of the full premium that you must pay if you are only covered for a certain period from the time that the cover starts on the policy.</p>

Proximate cause	<p>This is a direct cause of a loss which has not been interrupted by any other event. We shall only be liable to cover you for insured events that directly cause the loss or damage.</p> <p>Example:</p> <p><i>A shopkeeper insures his shop windows against loss or damage from any cause except fire.</i></p> <p><i>A fire breaks out at a neighbouring store and people gather at the scene. The shopkeeper's windows are accidentally broken by the bystanders. The damage to the windows was not caused by the fire and therefore the claim will be paid.</i></p>
Regular driver	<p>This is the person named in a motor policy as the person who uses the vehicle the most and may also be known as the <i>usual driver</i>.</p>
Replacement cost or value	<p>The replacement cost or value of an item is the cost to replace that specific item or property.</p> <p>In a motor policy, the replacement cost would be either the retail or the market value of the vehicle.</p>
Reject see also 'Repudiate'	<p>If we reject a claim it means that we have refused to pay the claim or any part of the claim in terms of the policy.</p>
Repudiate see also 'Reject'	<p>If we repudiate a claim it means that we have rejected the claim, which could be for various reasons.</p>
Roadworthy	<p>A vehicle that complies with existing road traffic laws of the country, and is in a fit condition to be used on a public road, is considered to be roadworthy. It is a condition under your motor policy that your motor vehicle must be roadworthy. If your vehicle is not roadworthy, it will negatively affect your cover and claims.</p>
Salvage	<p>Salvage is what is left of a damaged item which has been damaged beyond economical repair or is regarded as a write-off. This damaged item becomes our property after the claim has been paid.</p>
Schedule	<p>A schedule is a document that summarises all your specific insurance information and can also be referred to as a 'certificate of insurance'. It forms part of your insurance policy document and sets out the type of insurance you have bought, the premium amount you have to pay, excesses and / or exceptions, start date, period of insurance, renewal date and other details specific to your policy.</p>
Self-insured	<p>To be self-insured is when you set aside your own money to cover or protect yourself against any loss or damage. This is a conscious, deliberate decision that you make to carry or fund your own losses.</p>
Specific conditions	<p>These are additional conditions that must be in place or complied with by you in order to enjoy the benefits of a specific section of the policy.</p>
Start date	<p>The date from which you are covered under your insurance policy. The start date and the date of commencement of cover can be different dates. You should refer to your policy document to confirm when cover is effective. (This may also be referred to as the 'inception date' / 'effective date' / 'commencement date').</p>
Subrogation	<p>Before or after any payment of a claim, we shall at our discretion be entitled to assume all of your rights of recovery against any person or entity (other than yourself) and you will provide us with all documents and information and do whatever else is necessary to secure such rights.</p>
Sum insured	<p>The sum insured is the maximum amount that we have agreed to pay for insured property in the event of a valid claim.</p> <p>All sums insured are inclusive of Value Added Tax (VAT).</p>

Terms and conditions

The terms and conditions in a policy set out the general and special arrangements, provisions, requirements, legal rules, specifications, and standards that form an integral part of the agreement or contract between us. Your policy document is a very important document and you must ensure that you read and understand the contents of your policy.

a) Clauses

Clauses are sentences and paragraphs describing the responsibilities of both parties and other terms and conditions that may apply to your policy.

b) Conditions

Detailed conditions in your policy are requirements that must be in place or complied with by you so that you can enjoy the benefits of the policy.

c) Policy term

Policy term is a term or clause in a contract. There are different classes of terms in a policy, such as **conditions, warranties, exceptions and exclusions, extensions, clauses and provisions.**

d) Provision

A policy provision is a term which may require certain things to be done or not done. If you do not comply with a provision, it may affect your cover, premium or a claim.

Third party

Someone other than yourself who is involved in an insured event / claim.

Total loss cover

Total Loss cover is insurance that provides cover for an item or property only when it is stolen, lost or totally destroyed. This type of policy will not cover you when the items that are damaged can be repaired.

Total loss is a condition of real or personal property when it is lost, damaged or destroyed to such an extent that it cannot economically or safely be rebuilt or repaired.

Underinsurance

Underinsurance is when property is insured for less than it would cost to replace the property. When a situation of underinsurance occurs, a valid claim will be subject to Average.

If you understate the insured value, you may be paying an incorrect amount of premium and therefore may be underinsured. Should you then have a claim, the payment will be calculated in proportion to the actual sum insured and the actual value at risk at the time of loss or damage. Your claim pay-out will be adjusted accordingly.

Uneconomical to repair

This refers to a situation where it is possible to safely repair damaged property, but the cost of doing the repairs is more than the value of the property, less its expected salvage value. In such a situation, we may not consider it financially worthwhile to repair the property concerned and therefore the damaged property will be a 'write-off' or 'written off'.

Unattended

If premises are unattended at regular intervals or for an extended period of time, they pose a higher risk of theft and / or damage, and therefore will result in a higher premium being charged and / or excess being applicable in the event of a claim, or the claim may even be rejected.

Insofar as vehicles are concerned, 'unattended vehicle' refers to a vehicle without any occupants.

Vacant

When a property is considered vacant, it means that nobody lives in or uses the building, or that someone uses the building without your permission. In insurance this is different to the meaning of the word 'unattended'.

Wear and tear

Means gradual deterioration as a result of normal usage or the passage of time or lack of maintenance. It includes the gradual influence of light and weather conditions.

Write-off

When an item or property is so badly damaged that it cannot be repaired, or it is unsafe or uneconomical to repair it, it is then considered to be a total loss / write-off.