



# **PROPERTY ALL RISKS**

## **POLICY WORDING**

**COMMERCIAL**

UNDERWRITTEN BY

**GUARDRISK**   
TAILORED RISK SOLUTIONS

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## INTRODUCTION

Subject to the terms, exclusions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the Insured and receipt thereof by or on behalf of the Insurer, the Insurer specified in the Schedule agrees to indemnify or compensate the Insured by payment or, at the option of the Insurer, by replacement, reinstatement or repair in respect of the Defined Events occurring during the Period of Insurance and as otherwise provided under the policy's sections up to the sums insured, limits of indemnity, compensation and other amounts specified in the Schedule.

Where more than one insurance company or insurer participates in this insurance, the expression "Insurer" shall be amended to "Insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be as expressed in the Schedule of this policy and the liability of each such insurer individually shall be limited to the percentage share set against its name.

Specific Exclusions Conditions and provisions (as set out in the Schedule and policy wording) shall override General Exclusions, Conditions and Provisions.

## DEFINITIONS

### 1. Activities of the Insured

shall mean the full details of all the activities of all operating companies to be insured by this policy as stated in the Schedule.

### 2. Business description

shall mean the full description of the business operations to be insured by this policy as stated in the Schedule.

### 3. Condition

shall mean an obligation the Insured must fulfil to enjoy continued cover or receive the benefits of a claim. It may also, if the context so indicates, mean a more onerous term imposed by the Insurer.

### 4. Date of loss

shall mean the date on which the incident giving rise to the claim or loss occurred.

### 5. Defined event/Insured event

shall mean the basic insurance cover offered under each section of this policy as modified by extensions, conditions and exclusions.

### 6. Excess

shall mean the first portion of every loss, damage or liability as stated and described in the Schedule being the uninsured amount payable by the Insured in respect of each and every claim.

The Insurer will deduct the excess from the final settlement of each and every claim paid in terms of this policy. The Insured will then be liable to pay the excess directly to a supplier or repairer.

In the event that a claim is settled inclusive of the excess to a supplier or repairer, the Insured will be liable to refund such excess to the Insurer.

### 7. Exclusion

shall mean what is not covered by this policy and which remains uninsured and what shall remain for the Insured's own account in the event of a loss.

### 8. Extension

shall mean an extension of cover to the basic cover provided by the defined events or that may otherwise be excluded by an exclusion. Extensions can be identified under each section of this policy under the headings "Clauses and Extensions" or "Extensions" or "Specific Extensions".

### 9. Inception date

shall mean the first date stated in the Schedule, when the policy was inception, reinstated or reissued.

### 10. Insured

shall mean the insured including all operating companies to be insured by this policy as stated in the Schedule for their respective rights and interests.

### 11. Insured amount

shall mean the amount selected by the Insured or any limitation imposed by the Insurer and reflected in the Schedule as representing the maximum liability of the Insurer inclusive of value added tax in the event of a claim for that particular Defined or Insured Event or item but reducible by any applicable Excesses, dual insurance, under-insurance or any terms, Conditions and Exclusions. This maximum liability can be for any one loss, for any number of losses arising out of one event, for any number of losses during any one Period of Insurance or otherwise as indicated in the policy wording or the Schedule. Some sections of this policy may refer to the "sum insured" or "limit of indemnity" or "limit of liability" or "compensation" and use of such words shall have the same meaning as "insured amount" where the context so implies.

### 12. Insurer

Guardrisk Insurance Company Limited

PO Box 786015,

Sandton,

2146

Fax No: +27 (0) 11 669-2960

Email: info@guardrisk.co.za

Web: www.guardrisk.co.za

### 13. Legal costs

shall mean legal fees, charges and expenses (except for the Insured's fees or salaries, or salaries of the Insured's employees) the Insurer has accepted and approved in writing, for investigation, defence, monitoring or settlement of any claim.

### 14. Mortgagee

shall mean a credit provider who has a financial interest in a building or part thereof. When a mortgagee is noted in the Schedule such Mortgagee has rights under this policy.

### 15. Occupant

shall mean a person other than a Tenant occupying a building or part thereof or the Premises with the consent of the Owner or Tenant.

### 16. Occurrence or incident

shall mean an event or series of events attributable to one source or original cause giving rise to loss as insured in terms of this policy.

### 17. Owner

shall mean all registered owner(s) of a building or part thereof.

### 18. Period of insurance

shall mean the period stated in the Schedule, commencing on receipt of the first Premium and for any subsequent period for which the Insurer has accepted Premium. The policy will be in force for a period of 12 (twelve) months if the Premium is payable annually or for the month in which the Premium is paid if the Premium is payable monthly.

## 19. Premium

shall mean the agreed amount due to the Insurer by the Insured, as stated in the Schedule, in South African Rand.

It is a condition of cover that the Insurer is in receipt of the Premium at inception of cover, and upon each monthly or annual renewal thereafter. Breach of this condition will result in the Insurer declining liability for all claims or losses.

## 20. Premises

shall mean the risk address as stated in the Schedule including common area(s) owned by or leased to the Insured or for which the Insured is responsible to insure in connection with the business for which the Insured is legally responsible.

## 21. Schedule

shall mean the documentation or subsequent endorsements against this policy, defining the benefits agreed under the various sections of the policy, issued as evidence of this insurance and thereby entitling the Insured to indemnification or compensation.

## 22. The Underwriting Manager

IUM (Pty) Ltd. (2004/022210/07)

9<sup>th</sup> floor, IUM Building, 2 Nicol Road, Bedfordview, Gauteng, 2007

Private Bag X10, Gardenview, 2047

Tel: +27 (0) 86 949 444

Fax: +27 (0) 86 949 999

Email: info@ium.co.za

Web: www.ium.co.za

## 23. Trustee

shall mean any elected Trustee of the Insured excluding any managing agent or professionally appointed or contracted person or company when acting in a professional capacity or for reward.

## 24. Tenant

shall mean a person occupying or entitled to occupy a building or part thereof or the Premises in terms of a written lease or rental agreement.

## POLICY INTERPRETATION

This policy is to be interpreted as follows:

### 1. Extensions

Some extensions will have their own insured amounts or excesses and these will be stated in the Schedule. These amounts will apply irrespective of whether the extension wording refers to such amounts or not. The cover provided under all extensions will be subject to the terms, conditions, exclusions and limitations otherwise contained in the policy unless such extension specifically indicates that such term, condition, exclusion or limitation has been cancelled, deleted or amended by the extension.

Where cover is provided by the same extension under multiple sections of this policy, the Insurer's liability shall be limited to the highest sum insured provided for the same extension.

### 2. Included/not included

The Schedule will indicate whether an insured peril or an extension has been selected to be insured by the use of the word "included" or where no cover has been selected to be in force by the words "not included".

### 3. Meaning of words

Any word or expression to which a specific meaning has been given in the policy Schedules, any endorsement thereto or the policy wording, shall bear such meaning wherever it may appear.

### 4. Policy wording and policy Schedule

The Insurer will provide the Insured with a policy wording and a policy Schedule as evidence of the insurance contract and the terms, conditions, exclusions and limitations of the insurance protection provided. The Schedule (and any endorsements thereto), the policy wording and any communications from the

Insurer are to be read together to determine the cover provided or excluded. If there is inconsistency between the Schedule and the policy wording then the Schedule is deemed to override the policy wording. The Schedules will make reference to the version of the policy wording that is in force at any point in time.

## 5. Sections

The terms of 1 (one) section of this policy must not be used in an attempt to interpret the intended cover under another section of this policy. The General section, however, applies to the entire policy and must be read in conjunction with each of the other sections of this policy.

## GENERAL EXCLUSIONS

### 1. Asbestos

It is understood and agreed that this policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quality or quantity.

### 2. Chemical, biological, bio-chemical and electromagnetic weapons

This exclusion shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from:

- any chemical, biological, bio-chemical, or electromagnetic weapon.
- the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

### 3. Communicable disease

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount of whatsoever nature, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

### 4. Computer loss

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

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

b) any legal liability of whatsoever nature;

c) any consequential loss;

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

a) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or

b) to capture save retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data in regard to or in connection with any such date; or

c) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes; or

d) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

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

This exclusion shall not apply to:

a) loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, storm, wind, water, hail, snow, aircraft or other aerial devices dropped therefrom, impact by animals, trees, aerials, satellite dishes or vehicles;

b) the Glass, Employer's Liability, Group Personal Accident or Motor sections; or

c) consequential loss as insured by any business interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in a) above.

provided that a), b) and c) above:

a) will not insure any loss, destruction, damage or consequential loss if such loss is not indicated as an included peril, extension or section in this policy;

b) will not insure any loss, destruction, damage or consequential loss if such loss would not have been insured in the absence of this Computer Losses General exclusion or points a), b) or c) above; and

c) will not apply to any public liability indemnity.

## 5. Cyber

This Insurer will not be liable for any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Incident. However, this Policy will provide cover for physical loss or damage to the property insured which is caused by an Insured Event, including business interruption resulting therefrom, directly occasioned by a Cyber Incident.

Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data directly occasioned by the Cyber Incident shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion.

Definitions

a) Cyber Incident shall include:

i) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;

ii) Malware or Similar Mechanism;

iii) programming or operator error whether by the insured or any other person or persons;

iv) any unintentional or unplanned, wholly or partially, outage of the insured's Computer System not directly caused by physical loss or damage; affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

b) Computer System

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

c) Electronic Data

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

d) Malware or Similar Mechanism

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

## 6. Detention, confiscation and forfeiture

This policy does not cover any loss, damage, liability, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition of any property (including but not limited to any property illegally acquired, kept, stored or transported), legally carried out by any custom, police service, crime prevention units or other officials or authorities.

## 7. Electronic data

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this General Exclusion, the following Definitions shall apply:

i) Electronic data

shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

ii) Electronic data processing equipment

shall mean data processing systems including equipment, networks, component parts and related systems, peripheral equipment including air conditioning and fire protective equipment used solely for data processing operation. This does not include equipment held for sale or distribution and equipment in the course of manufacture.

iii) Electronic virus

shall mean a set of corrupting, harmful or otherwise unauthorised instructions or intrusive code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate

themselves through electronic data processing equipment and electronic data and interrupts the Insured's operations at any Premises. Computer virus includes but is not limited to Trojan horses, worms and time or logic bombs.

- b) However, in the event that a peril listed below results from any of the matters described in clause a), this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

Listed perils:

- i) Fire; and
- ii) Explosion

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this policy does not insure any amount pertaining to the value of such electronic data to the Insured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

## 8. Mould, mildew, fungi or spores

This policy does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mould, mildew, fungus or spores of any type, nature or description provided that this general exclusion does not exclude liability for damage caused by a peril not otherwise excluded resulting from mould, mildew or spores.

For the purpose of this General Exclusion, the following Definitions shall apply:

- a) Fungi

shall mean any form of fungus including but not limited to, yeast, mould, mildew, rust, smut, mushroom, spores, mycotoxins, allergens or pathogens, odours, or any other substances, products, or by-products produced by, released by or arising out of the current or past presence of fungi.

- b) Spores

includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

## 9. Nuclear and nuclear causes

- a) Nuclear

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

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

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

- b) Nuclear causes

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this policy does not cover loss or damage caused directly or indirectly by any of the

following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

- c) Nuclear definitions

- i) Nuclear material

is as defined in the Nuclear Materials Act, 1975.

- ii) Nuclear fission

means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

- iii) Nuclear fusion

means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

- iv) Nuclear radiation

means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

- v) Nuclear waste

is as defined in the Nuclear Materials Act, 1975.

- vi) Nuclear fuels

means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

- vii) Nuclear explosives

means an explosion involving the release of energy by nuclear fission or fusion or both.

- viii) Nuclear weapon

means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

## 10. Pollution, seepage and contamination

This policy does not cover:

- a) Loss of, destruction of, damage to or loss of use of Insured Property directly or indirectly caused by or resulting from pollution, seepage or contamination but this shall not exclude loss of, destruction of, damage or loss of use of the property insured damaged or destroyed, where such pollution, seepage or contamination is caused by a sudden, unintended and unexpected event which itself results from an insured event occurring during the period of insurance;
- b) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected event happening during the period of insurance;
- c) fines and penalties.

## 11. Sanctions

The Insurer shall not be liable to provide any cover, pay any claim, provide any benefit or provide any indemnification under this policy if the Insured is listed, or is included by the respective authorities as a sanctioned, or prohibited entity or individual to do business with or indemnify, under the United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or South Africa.

## 12. Silica

The Insurer shall not be liable to provide any cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in anyway involving, or to the extent contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form, or

to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form.

### 13. SASRIA/NASRIA

- a) Territories where SASRIA/NASRIA SOC Limited and/or National Special Risks Insurance Association covers apply.

Material damage and Consequential Loss directly or indirectly related to or caused by any of the perils that fall within the scope of cover granted by SASRIA SOC Limited and/or National Special Risks Insurance Association, is excluded from the protection of this policy.

- b) Territories where SASRIA/NASRIA SOC Limited and/or National Special Risks Insurance Association covers do not apply:

- i) Material damage and consequential loss arising in respect of:
- Any act (whether on behalf of any organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or traditional authority with force or by means of fear, terrorism or violence;
  - Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;
  - Any attempt to perform any act referred to in clause a) or b) above;
  - The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause a), b) or c) above.

Are excluded from protection of this policy.

- ii) Notwithstanding any provision of this policy including any exclusion, exception or other provision not included herein, this policy does not cover loss 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 clause b) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Reinsurer alleges that, by reason of clause a) or b) of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest with the Reinsured.

### 14. War, riot and terrorism

This policy does not cover:

- a) Loss of or damage to property related to or caused by:
- civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;
  - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;

iii) insurrection, rebellion or revolution;

iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;

v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;

vi) any attempt to perform any act referred to in clause iv) or v) above;

vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause i), ii), iii), iv), v) or vi) above.

If the Insurer alleges that by reason of clause i), ii), iii), iv), v), vi) or vii) of this general exclusion, loss or damage is not covered by this insurance, the burden of proving the contrary shall rest on the Insured.

b) Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the war damage insurance and Compensation Act, 1976, or any similar legislation in any territory to which this policy applies.

c) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, 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 clause c) of this general exclusion, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Insurers allege that, by reason of clause c) of this general exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

## GENERAL CONDITIONS

### 1. Arbitration

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator (or arbitrators) to be appointed by the parties concerned in accordance with the applicable statutory provisions in force. The making of an award shall be a condition precedent to any right of action against the Insurers to recover such amount in dispute.

### 2. Alterations to the business

- a) The Insured must immediately notify the Insurer in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties.
- b) For the purposes of this General Condition changes shall include but not be limited to:
- changes in the name of the Insured or directors or partners;
  - changes to the address or location of the business;
  - changes in the nature of the business activities, trade or occupation;

- iv) alterations in construction of the Premises;
  - v) new business products not previously disclosed to the Insurer;
  - vi) change of Tenants if the Insured leases out property; and
  - vii) additional Premises occupied.
- c) Any changes not notified to the Insurer shall render the contract voidable as to the part affected thereby.
- d) When such changes are notified to the Insurer, the Insurer may return the unearned portion, if any, of the premium paid and cancel the contract, or the Insurer may in their discretion notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 (fifteen) days of the receipt of the notice, pay the Insurer an additional premium. In default of such payment, the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

### 3. Amendments

- a) By the Insured

The Insured may request amendments or changes to the policy at any time, by directing these requests in writing to the Insurer. Any amendment or change that the Insurer agrees to in writing shall apply from the date and time of such agreement.

- b) By the Insurer

This policy or any section thereof may be amended at any time or the terms, conditions and exclusions may be altered by the Insurer giving 30 (thirty) days' notice (or such other period as may be mutually agreed upon) in writing to the Insured.

### 4. Blank insured amounts

If in the Policy Schedule:

- a) the sum insured, limit of indemnity or the compensation amounts are:
  - i) left blank or have no monetary amount stipulated against it; or
  - ii) are reflected as 'Nil', 'Not applicable', 'Not covered', 'Not insured', 'No indemnity extended'; or
- b) any Section or Specific Extension under any section of this Policy are:
  - i) not stated in the schedule; or
  - ii) are reflected as "Not insured", "Not applicable", "Not covered";

this shall mean that the Insured Events or circumstances relating to a) and b) are not insured by this policy.

### 5. Breach of conditions

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

### 6. Cancellation

- a) By the Insured

The Insured may give immediate notice on cancellation. On cancellation by the Insured, the Insurer shall be entitled to retain the customary short period or minimum premium for the period the policy, policy section or item that has been in force.

- b) By the Insurer

This policy, policy section or item may be cancelled at any time by the Insurer giving 30 (thirty) days' notice in writing (or such other period as may be mutually agreed). On cancellation by the Insurer, the Insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to the premium adjustment clause.

- c) Premium refund

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

This general condition shall apply whether the Insured gave instruction for cancellation or the Insurer, for whatever reason.

### 7. Change of interest/disclosure/non-disclosure

- a) Before the Insured enters into a contract of insurance with an insurer, the Insured has a duty to disclose to the Insurer every matter known, or that the reasonable person in a similar position could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms.
- b) The Insured has the same duty to disclose those matters to the Insurer before the policy is renewed, extended, amended or reinstated.
- c) If the Insured fails to comply with the duty of disclosure, the Insurer may be entitled to reduce its liability under the policy in respect of a claim or may void the policy from the date of the material change of risk or nondisclosure.
- d) Further, the cover provided by this policy shall be void with respect to any item insured:
  - i) to which any alteration after the commencement of this insurance takes place; or
  - ii) whereby the Insured's interest ceases except by will or operation of law;

unless notice has been given to the Insurer in writing as soon as practicable after such alteration and an additional premium paid if required.

### 8. Claims

- a) On the happening of any event which may result in a claim under this policy the Insured shall, at their own expense:
    - i) give notice thereof to the Insurer:
      - a. in respect of theft and/or hijacking of vehicles, as soon as reasonably possible but in any event within 48 (forty-eight) hours of becoming aware of such event;
      - b. in respect of all other claims as soon as reasonably possible but in any event within 30 (thirty) days of becoming aware of such event;
- and provide particulars of any other insurance covering such events as are hereby insured;
- ii) as soon as practicable after the event inform the South African Police Service (and/or the relevant authorities as stated in the territorial area) of any claim involving theft or (if required by the Insurer) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;
  - iii) where there is damage resulting from a collision:
    - a. the accident shall be reported to the South African Police Service (and/or the relevant authorities as stated in the territorial area) within 48 (forty-eight) hours of the event occurring;
    - b. a copy of the police accident report shall be forwarded to the Insurer within 10 (ten) days of the event occurring;
  - iv) as soon as practicable after the event submit to the Insurer full details in writing of any claim; and
  - v) give the Insurer such proofs, information and sworn declarations as the Insurer may require and forward to the Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

- b) No claim (other than a claim under the business interruption, fidelity or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 (twenty-four) months or such further time as the Insurer may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.
- c) No claim shall be payable unless the Insured claims payment by serving legal process on the Insurer within 180 (one hundred and eighty) days of the rejection of the claim in writing and pursues such proceedings to finality.
- d) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Insurer, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the Insurer all amounts paid in respect of the claim.
- e) The Insurer has the right to indemnify the Insured for loss or damage by any of the following methods:
  - i) repairing;
  - ii) replacing;
  - iii) paying cash; or
  - iv) any combination of these.

If the Insurer decides to either repair or replace, the Insurers will not be obliged to do so exactly, but only as circumstances reasonably allow. The Insurer may use any supplier or repairer of the Insurer's choice, if the Insurer repairs or replaces any loss or damage.

Before the Insurer finalises or settles any claim, the Insurer may require the Insured to sign an agreement of loss.

## 9. Collective insurances

If this insurance is a collective Policy then General Condition 8 a) v) above is substituted by the following:

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

and General Condition 17 is substituted by the following:

"17. Insurer's rights after an event:

- a) On the happening of any event in respect of which a claim is or may be made under this policy the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy:
  - i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the lead insurer on behalf of all insurers to do so. The Insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not; and/or
  - ii) take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the leading insurer.
- b) The Insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights

to which the insurers shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

- c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurers shall thereafter not be under further liability in respect of such event."

## 10. Consent to disclosure

The Insured:

- a) acknowledges that the sharing of information for underwriting and claims purposes (including credit information) between insurers is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.
- b) on behalf of the Insured and of any person represented by the Insured herein, hereby waives their right to privacy with regard to underwriting or claims information (including credit information) provided by the Insured or provided by another person on the Insured's behalf in respect of any insurance policy or claim made or lodged by the Insured.
- c) acknowledges that the insurance information provided by them may be stored in the shared database and used as set out above.
- d) consents to such information being disclosed to any other insurance Insurer or its agent.
- e) acknowledges and agrees that the information may be verified against legally recognised sources or databases.
- f) the Insured understands that if the Insurer has utilised the Insured's personal information contrary to the applicable laws, the Insured has the right to lodge a complaint with the Insurer within 10 (ten) days of becoming aware thereof. Should the Insurer not resolve the complaint to the Insured's satisfaction, the Insured has the right to escalate the complaint to the Information Regulator.

## 11. Currency

For the purpose of policy limits, property valuation, deductible and premium considerations, this policy shall be held to apply and respond in South African Rands.

## 12. Disposal of salvage

The Insurer agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the Insured provided that the Insured can establish to the satisfaction of the Insurer that to do so will prejudice their interests in which event the Insurer agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

The Insured shall not be entitled under the provisions of this clause to abandon any property to the Insurer whether taken possession of by the Insurer or not.

## 13. Fraud

If any claim under this policy is in any respect fraudulent (including, but not limited to, the deliberate overstatement or exaggeration of the claim) or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

## 14. Headings and titles

The headings and titles of paragraphs and sections in this policy are included for descriptive purposes only and do not form part of this policy for the purpose of its construction or interpretation.

## 15. Inspections, surveys and audits

The Insurer has the right but is not obligated to:

- a) make inspections and surveys at any time;

- b) give the Insured reports on any conditions that the surveyor finds; and
- c) recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public.

The Insurer does not warrant that conditions:

- a) are safe or healthy; or
- b) comply with laws, regulations, codes or standards.

This condition applies not only to the Insurer, but also to any rating, advisory, rate service or similar organisation which makes insurance inspections, surveys, reports or recommendations on the Insurer's behalf.

The Insurer may examine and audit the Insured's books and records as they relate to this policy, at any time during the policy period of insurance and up to 3 (three) years after the expiration of this policy. Any premium due for exposures that exist but were not reported will be determined by the Insurer's audit. The Insurer will calculate such premiums in accordance with the Insurer's rules, rates and rating plans in effect as of the inception date of the policy.

#### 16. Insurable interest

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

#### 17. Insurer's rights after an event

- a) On the happening of any event in respect of which a claim is or may be made under this policy, the Insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this policy,
  - i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurer to do so. The Insured shall not be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not; and/or
  - ii) take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurer.
- b) The Insured shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.
- c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the Insurer may, upon the happening of any event, pay to the Insured the

limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Insurer shall thereafter not be under further liability in respect of such event.

#### 18. Interest on payments

No interest will be payable on any amount due by the Insurer in terms of this policy unless a court of law orders otherwise.

#### 19. Law and jurisdiction

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

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

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

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

#### 21. No rights to other persons

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

#### 22. Other insurance

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

In the event of dual insurance, the Insurer will refund only 50% (fifty percent) of the premium received up to a maximum of 90 (ninety) days immediately prior to the discovery of such dual insurance.

#### 23. Premium payment

- a) Where the premium is paid quarterly, bi-annually or annually

The premium is due and payable on or before the inception date or renewal date for each 3rd (third), 6th (sixth) or 12th (twelfth) month, as the case may be. The Insurer shall not be obliged to accept premium tendered to it after the inception date or renewal date or quarter or bi-annual period, as the case may be, but may do so upon such terms as it at its sole discretion may determine.

- b) Where the premium is paid monthly by debit order

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

The due date will be either the 1st (first) day, the 7th (seventh) day or the 15th (fifteenth) day of every calendar month where premium is payable monthly as agreed and stated in the Schedule.

If the Insurer does not receive the premium by the payment due date, the Insurer will debit the unpaid premium again at the next payment due date. If the Insurer is able to collect both premiums, the policy will remain in force. If the Insurer is unable to collect both premiums, the policy will be cancelled automatically from the due date of the first unpaid premium.

If the Insured puts a stop payment on the premium payment, the policy will be cancelled automatically from the due date of the stopped premium.

If no premiums have been paid, any claims made will not be settled under this policy.

Reference to the policy period in the Schedule, is deemed to describe premium payment frequency.

## 24. Prevention of loss

The Insured shall take reasonable steps to:

- a) safeguard and maintain the Insured Property;
- b) prevent accidents and minimise loss, damage or liability;
- c) maintain in efficient condition all plant, machinery and equipment and ensure that government and other regulations relating to the operation of machinery are observed;
- d) ensure that firefighting and/or fire protection equipment at the Premises is installed, maintained, serviced and in working order in accordance with the regulations contained in the National Building Regulations or in any other legislation pertaining to fire protection;
- e) ensure that all property insured (as defined) complies with the National Building Regulations and that plans relating to buildings on the property were duly submitted to and approved by the local authority at the relevant time.

## 25. Refund of premium

(Applicable where premium is payable quarterly, half-yearly or annually).

If there is a total loss of an insured item during the period of insurance, no refund of premium shall be allowed for the unexpired period of insurance from the date of the loss or damage. Should any such item be replaced by the Insurer, a full pro rata premium for the unexpired period shall become payable by the Insured.

## 26. Reinstatement

Loss under any item of this policy shall not reduce the applicable amount of insurance if there has been reinstatement of the property later damaged.

## 27. VAT (Value added tax)

### a) Definition

VAT shall mean the amount of value added tax payable by the Insured or the Insurer to the revenue authorities in the Republic of South Africa at the ruling rate.

### b) VAT inclusive conditions

It is understood and agreed that VAT shall be applied as follows:

- i) the monetary amounts for the sums insured and/or compensation and/or limits of indemnity and premiums as reflected in the Policy Schedule include VAT;
- ii) value added tax at the current rate as promulgated in legislation relating thereto;
- iii) the indemnity or amounts payable in terms of this policy and to which sums the terms, provisions, conditions and limitations of this policy shall apply in respect of claims settlements and will be based upon a VAT inclusive loss valuation, and, where VAT is payable in terms of Section 8(8) of the VAT Act 89 of 1991 (as amended), but is not recoverable on a specific item (e.g., entertainment/consumables) then double "VAT" will be incorporated in the valuation of the loss;
- iv) subject to such sums insured/limits of indemnity being adequate to embrace the amounts reflected under i) and ii) above, the Insurer will, to the extent that the Insured is accountable to the tax authorities for value added tax in respect of any payment in terms of this policy, include the amount of such tax in the final settlement of any claims in terms of the policy, provided that the total amount payable for any Insured Event and value added tax related thereto shall not exceed the sum insured/limit of indemnity set against such Insured Event;
- v) deductibles will be subtracted from the VAT exclusive claim;

vi) all claim amounts recorded will be based upon the valuation of losses in terms of the above, and will therefore reflect annual disbursements made by all the parties to the contract, prior to the recovery of input VAT;

vii) in the event of a change in the rate of VAT during the period of insurance, sums insured and/or compensation and/or limits of indemnity and premiums, shall be adjusted accordingly.

## 28. Voidability of cover

The insurance under this policy shall cease immediately upon the business being:

- a) carried on by a liquidator or judicial manager; or
- b) placed under business rescue; or
- c) permanently discontinued,

unless the written consent of the Insurer has been obtained.

## 29. Waiver of rights

a) In the event of any rights of recovery having been waived by the Insured under a contract, agreement, lease or other undertaking (either verbal or written) entered into in the ordinary course of business prior to the occurrence of any loss or damage, this policy shall not be prejudiced thereby.

b) In the event of a claim arising under this policy, the Insurer agrees, at the request of the Insured, to waive any rights, remedies or relief to which they might become entitled by subrogation (but only in excess of the amount recoverable under any policy providing indemnity for liability to third parties) against:

- i) any company standing in relation to the Insured of holding company to subsidiary or controlled company;
- ii) any company standing in relation to the Insured of subsidiary or controlled company to holding company;
- iii) any company which is a subsidiary or controlled company of the same holding company of which the Insured are themselves a subsidiary or controlled company as defined in any applicable legislation;
- iv) any director or employee of the Insured or member of their families unless the loss or damage has been caused by the wilful act or dishonesty of such person;
- v) any company forming part of a joint venture with the Insured when the Insured has assumed responsibility for insurance.

## 30. Warranties and endorsements

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

## GENERAL CLAUSES

### 1. 72-hour clause

It is understood and agreed that all loss of or damage to property occurring during any one period of 72 (seventy-two) consecutive hours during the currency of this policy directly caused by:

- a) storm due to an atmospheric disturbance usually so designed by a meteorological institute;
- b) hail and/or thunderstorms and/or tornadoes due to an atmospheric disturbance;
- c) earthquake, tsunami, volcanic eruption;
- d) strike, riot, civil commotion or violent demonstration occurring within the boundaries of one city, town or village;

shall be deemed to have been caused by a single event and therefore to constitute one loss for the purpose of this policy (if such peril is insured in terms of this policy).

Whatever period of 72 (seventy-two) consecutive hours is used for the purpose of this clause shall also be used for the purpose of any excess provisions in this policy. An event which continues uninterrupted for a period exceeding 72 (seventy-two) hours shall not, however, be regarded as more than one occurrence for the purposes of the application of the deductible.

The Insurer shall not be liable, however, for any loss occurring before the effective date and time or commencing after the expiration date and time of this policy.

## **2. Accountants**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer for the purpose of investigating or certifying any claims may be produced and certified by the Insured's auditors or accountants and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

## **3. Disposal of salvage**

The Insurer agrees they will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the written consent of the Insured provided that the Insured can establish to the satisfaction of the Insurer that to have done so would have been prejudicial to their interests, in which event the Insured agrees to allow the Insurer to deduct from the amount of the claim an amount equivalent to the intrinsic value of any such property to the Insured and the Insured will retain such salvage.

## **4. Fire protection or security installation inoperative**

This policy shall not be prejudiced in the event of any automatic fire protection or security installation being temporarily inoperative for the purpose of maintenance, repair or alteration to the Premises provided that in such event cover shall not apply for a period exceeding 48 (forty-eight) hours, unless the Insurer has agreed thereto in writing.

## **5. Holding covered**

If the insurers are holding covered on a risk, they will not reject a claim on the grounds that the premium has not been paid at the time of the loss provided that any premium due from the date of initially holding covered is paid before the claim is settled.

## **6. Interests of others**

To the extent that they have been notified to the Insurer, the interests, in terms of various agreements entered into by the Insured and advised to the Insurer, of others including but not limited to mortgagees, lessors and Owners in certain property insured by this policy are hereby noted.

## **7. Interests of banks or other financial institutions**

Where a bank or other financial institution has an interest in any of the property insured hereunder, their interests are deemed to be noted, provided that such interest in the property insured is subject to:

- a) the Policy being in force at the time of loss or damage;
- b) the Insured complying with all the requirements of the policy following a loss or damage;
- c) the Insured advising the Insurer of such interest in the property insured at the time of the loss or damage.

## **8. Joint ventures**

The definition of the Insured is extended to include any joint venture in which the Insured has an interest. Indemnity shall apply provided that:

- a) the Insured has sole responsibility for the joint venture and provided that the value of all property of the joint venture to be insured is declared to the Insurer; or
- b) the Insured is contractually obligated to provide insurance such as is afforded by this policy for the joint venture in its entirety provided that the value of all property of the joint venture to be insured is declared to the Insurer; or
- c) where insurance, as provided in terms of this policy, is separately purchased on behalf of the joint venture, this policy

shall indemnify the Insured named in the Policy Schedule for its percentage share in the joint venture only in respect of any shortfall in terms of the limit of liability between such separately purchased insurance and that provided in terms of this policy; or

- d) where insurance, as provided in terms of this policy, is not separately purchased on behalf of the joint venture, this policy shall indemnify the Insured named in the Policy Schedule for its percentage share in the joint venture only, in respect of any loss subject to the terms, limits of liability and deductibles of this policy.

## **9. Members**

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

## **10. Mortgagee/financier**

The interest of any mortgagee/financier in the insurance under this section shall not be prejudiced by any act or omission on the part of the Insured whereby the risk of loss or damage is materially increased without the mortgagee's/financier's knowledge. The mortgagee/financier shall, however, inform the Insurer as soon as any such act or omission comes to his knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause, be assumed by the Insurer.

## **11. Payments on account**

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

## **12. Premium payment**

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

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

## **13. Security firms**

If an employee of a security firm employed by the Insured under a contract causes loss or damage, the Insurer agrees, in terms of the said contract the Insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The Insurer shall not raise as a defence to any valid claim submitted under any section or sub-section of this policy that the Insurer's rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the Insured Property.

## **14. Supplier's or manufacturer's guarantee or warranty**

In the event of damage to property which is the subject of a supplier's or manufacturer's guarantee or warranty, the repair, replacement, rectification or reinstatement of such property shall include everything necessary to preserve, without limitation, reduction, or prejudice, all benefits under such guarantee or warranty.

## **15. Tenants or Occupants**

This policy shall not be invalidated by any act or neglect on the part of any Tenant (or subtenant of such Tenant) or Occupant other than the Insured (where the Insured owns a building or part thereof) or another Tenant or the owner of the building (where the Insured is a Tenant) or Occupant without the knowledge of the Insured as landlord or Tenant provided that notice be given to the Insurer as soon as reasonably practicable after the Insured becomes aware of same.

## **16. Workmen**

The Insurer's liability to the Insured shall not be affected by any act or omission on the part of any labourer, contractor or employee without the Insured's knowledge. The Insured shall, however, inform the Insurer as soon as such act or omission which is a contravention of any of the terms, exclusions or conditions

of this section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Insurer.

## GENERAL EXTENSIONS

Each individual extension is subject to the limit of liability stated, subject always to the policy limits of liability stated in the Policy Schedule.

This policy is extended to include:

### 1. Claims preparation costs

The insurance by each section of this policy is extended to include costs reasonably incurred by the Insured, with the Insurer's consent, in producing and certifying any particulars or details required by the Insurer in terms of General Condition 8 Claims or to substantiate the amount of any claim, provided that the liability of the Insurer for such costs in respect of any one claim shall not exceed the insured amounts stated in the Schedule of each section.

This provision specifically does not cover:

- a) expenses incurred for the services of any public adjuster; or
- b) the Insured's internal or overhead expenses; or
- c) the cost of the Insured's time including that of a scheme executive or the Insured's employee.

### 2. Reward for information

The Insurer will pay a reward for information that leads to a conviction for arson, malicious damage, and theft of property in connection with property covered under the policy, provided that the liability of the Insurer shall not exceed R25,000 (twenty-five thousand Rand).

A reward for information leading to the conviction of any person for arson, theft, vandalism or malicious damage in connection with loss or damage covered by this policy. The Insurer shall pay the reward to the person(s) providing such information and the payment shall be apportioned in such a manner as the Insurer may decide, provided that the Insurer shall pay the sum insured as stated in the Policy Schedule, irrespective of the number of people providing such information.

**INSURED EVENTS**

Sudden, unforeseen and unexpected physical loss, destruction of or damage (hereinafter called Damage) to the whole or part of the Insured Property occurring at an identifiable time during the Period of Insurance at the Premises described in the Schedule caused by or resulting from any:

1. peril not stated as excluded in the Schedule;
2. occurrence not herein excluded;
3. event as defined in any extension herein,

up to the applicable sums insured or sub-limits as stated in the Schedule.

**INSURED PROPERTY: IMMOVABLE**

Immovable property owned by or leased to the Insured or for which the Insured is responsible to insure as further defined below.

**1. Buildings (if stated as included in the Schedule)**

Immovable property situated on the Premises (unless stated otherwise), including but not limited to:

- a) building(s) occupied (unless stated otherwise in the Schedule) including outbuildings and foundations and constructed as described in the Schedule, including elevated or underground pedestrian walkways and helipads;
- b) wendy houses, sheds, containers and other similar structures used solely for storage, staff accommodation or as a security office;
- c) fixtures, fittings, appliances, caged gas cylinders, CCTV (closed-circuit television) cameras, plant and machinery (excluding consumables) built in or fixed to a building or installed on the Premises (excluding solar energy systems);
- d) CCTV (closed-circuit television) cameras mounted on poles (including such poles and cabling) situated elsewhere than on the Premises;
- e) solar panels fixed to a building on the Premises;
- f) signs, signposts, blinds, shade nets, awnings, umbrellas and canopies (including signwriting and treatment thereon);
- g) signs and signposts advertising the Insured establishment situated elsewhere than on the Premises;
- h) walls (excluding retaining walls), screen walls, gates, fences and palisades (including posts) on or surrounding the Premises;
- i) electric fencing, energisers and all associated components and accessories necessary for the installation, operation and compliance thereof;
- j) paths, patios, pavements, drains, culverts, driveways and macadamized roads, bridges and runways on or surrounding the Premises;
- k) parking areas, garages, garage doors and other parking facilities including carports;
- l) public and other supply connections in respect of water, sewerage, gas, fuel, oil, steam, refrigerant, electricity and telecommunication lines including meters, pipes, cables and the like, between the Premises and the supplier or mains;
- m) common property, landscaped gardens (excluding irrigation systems), sporting facilities (excluding golf courses and bowling greens), gymnasiums, playground equipment and recreational structures, tennis courts, swimming pools, saunas, steamers, spa baths, jacuzzis including ancillary equipment;

- n) any area, lawn, pitch or field used for the purpose of sport (excluding golf courses and bowling greens) including posts, screens and nets;
- o) wharves, jetties, docks, piers, quays or marinas intended for the Insured's own use only;
- p) railway lines and sidings;
- q) fixed water features (including Koi fish contained therein) and statues;
- r) constructed and maintained dams including the walls thereof (including trout contained therein), ponds, boreholes and reservoirs intended for the Insured's own use only;
- s) containers, tanks and water apparatus (excluding Water Heating Systems) including the contents thereof, intended for the Insured's own use only;
- t) cableways;
- u) sub-stations on or surrounding the Premises;
- v) standby or hired-in non-mobile plant and machinery (excluding consumables) whilst acting as replacement to Insured Property.

**2. Retaining walls (if stated as included in the Schedule)**

Walls, gabion walls or any other structure as described in the Schedule constructed to hold back or prevent the movement of earth designed and constructed in accordance with a professional structural engineer's design specification and in accordance with building laws and regulations.

**3. Water heating systems (if stated as included in the Schedule)**

Water heating systems built in or fixed to a building or installed on the Premises, including:

- a) geysers;
- b) solar water heating systems including associated piping and insulation;
- c) heat pumps including compressors, fans, electronic control devices, evaporators and circulating pumps;
- d) valves;
- e) Boilers and Pressure Equipment (as defined under the Machinery Breakdown section);

and all other ancillary components and consumables necessary for the installation thereof, excluding:

- a) gas cylinders;
- b) geyser timing devices, thermostatic devices or heat blankets;
- c) circulating pumps, deferential thermostatic controllers, tempering valves, anti-freeze valves and devices and photovoltaic panels or batteries.

**4. Solar energy systems (if stated as included in the Schedule)**

Components of a solar energy system intended for the Insured's own use only, installed and erected on the Premises (not fixed to a building) in accordance with manufacturer's standards, instructions, specifications and building laws and regulations, including but not limited to:

- a) solar panel array or assembly;
- b) inverters, controllers, transformers, connector boxes, switches, monitoring devices and charge regulators;
- c) piping, anchorage, wiring and cabling;
- d) energy storage units (batteries);
- e) racking and other supporting structures;

- f) all other ancillary components and consumables necessary for the installation thereof;

and labour, transport costs and any other ancillary expenses related thereto.

Should it be stated in the Schedule that the Solar energy system is not intended solely for the Insured's own use, then the Insured Property hereinunder will be extended to include the components owned by the Insured necessary to supply such energy to neighbouring premises.

#### **5. Irrigation systems (if stated as included in the Schedule)**

Irrigation reticulation systems as described in the Schedule installed on the Premises (excluding centre-pivot irrigation systems), including but not limited to:

- a) pipes, sprinklers, sprinkler heads, pumps and pump houses;
- b) the electrical system and ancillary components forming an integral part thereof.

#### **6. Leisure sporting facilities (if stated as included in the Schedule)**

The following leisure sporting facilities as described in the Schedule situated on the Premises:

- a) any area on a golf course, including but not limited to:
  - i) T-box, bunkers and bridges;
  - ii) constructed and maintained dams, ponds and watercourses;
  - iii) drains and culverts;
  - iv) walls, gates, fences and palisades (including posts);
  - v) macadamized pathways;
  - vi) other structures considered to be integral parts of such golf course;
- b) the lawn at a bowling club designated as a bowling green.

#### **7. Property in the course of construction (if stated as included in the Schedule)**

Property in the course of construction, erection, dismantling, alteration, repair or renovation including building materials and supplies to be used in connection therewith where the contract value or the budgeted cost at the inception of the contract or works does not exceed the amount stated in the Policy Schedule and the contract or works is not insured under a Construction All Risks or similar insurance policy.

#### **8. Miscellaneous immovable property (if stated as included in the Schedule)**

Immovable property on or surrounding the Premises not forming part of the buildings sum insured and as more specifically described in the Schedule.

### **INSURED PROPERTY: MOVABLE**

Movable unfixed property owned by, leased to or held in trust by the Insured or for which the Insured is responsible to insure as further defined below.

#### **1. Movable property (if stated as included in the Schedule)**

Movable unfixed property located within a fully enclosed structure on the Premises, other than:

- a) Office contents;
- b) Documents;
- c) Garden, maintenance and cleaning equipment;
- d) Security equipment issued to security personnel;
- e) Personal property;
- f) Miscellaneous movable property; and
- g) whilst in transit.

#### **2. Movable property in the open (if stated as included in the Schedule)**

Movable unfixed property on or about the Premises or in any structure not completely roofed and specifically designed to exist or operate in the open, other than garden, maintenance and cleaning equipment.

#### **3. Movable property in transit (if stated as included in the Schedule)**

Movable unfixed property whilst being:

- a) moved about the Premises; or
- b) whilst being transported by road between the buildings or Premises insured by this policy including ropes, tarpaulins and packing materials in connection with the transit,

excluding movable unfixed property being transported by a professional transport company, removal company, courier service or any other third-party carrier.

#### **4. Office contents (if stated as included in the Schedule)**

Movable unfixed property in any office or room located on the Premises, including but not limited to:

- a) office equipment other than Electronic Data Processing Equipment;
- b) conferencing equipment;
- c) stationery and other office supplies;
- d) DVR (Digital Video Recorder), NVR (Network Video Recorder), network switches and loose cabling forming part of a CCTV (Closed-circuit television) system;
- e) mobile air-conditioning units;
- f) furnishings and other decorative accessories;
- g) mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture;
- h) Works of Art and Library Items normally kept at such office;
- i) portable safes, strongboxes, tills, cash registers, cash boxes or other portable receptacles for Money or any franking machines.

#### **5. Documents (if stated as included in the Schedule)**

Documents held in any office located on the Premises or at a financial institution, attorneys office, document storage facility or any other location authorised by the Insured.

#### **6. Garden, maintenance and cleaning equipment (if stated as included in the Schedule)**

Equipment and scaffolding used for the purpose of maintaining and cleaning the Premises or the Insured Property:

- a) located within a fully enclosed structure or container (when not in use); or
- b) whilst being used about the Premises.

#### **7. Security equipment issued to security personnel (if stated as included in the Schedule)**

Movable unfixed property issued to security personnel employed by the Insured for use in the course and scope of their employment, including:

- a) two-way radios;
- b) Mobile Communication Devices;
- c) firearms and any other non-lethal weapons;
- d) uniforms and personal protective equipment;
- e) portable health and safety equipment;
- f) riot and tactical equipment;
- g) any other similar security equipment.

#### **8. Personal property (if stated as included in the Schedule)**

Personal property, tools and pedal cycles on or about the Premises:

- a) belonging to:

- i) partners, directors and employees of the Insured;
  - ii) visitors, contractors, guests or customers;
  - b) under the physical or legal control of the Insured; and
- not insured under any other policy.

#### **9. Miscellaneous movable property (if stated as included in the Schedule)**

Movable unfixed property as described in the Schedule anywhere in the world.

### **EXCLUDED PROPERTY**

This section does not cover loss, destruction of or damage to the following:

1. contents, personal property or any other unfixed movable property belonging to the Insured, Tenant, or Occupant or their guests, visitors, contractors or employees, unless stated as included in the Schedule;
2. stock, materials in trade and work in progress, other than stock for the Insured's own use or for resale on the Premises;
3. land, earthworks, topsoil, backfill and earth dams;
4. retaining walls or structures designed to hold back or prevent the movement of earth, unless stated as included in the Schedule;
5. canals, lakes, seawalls, pipelines and tunnels;
6. growing or felled timber;
7. growing crops, saplings or seedlings;
8. growing tunnels, greenhouses or other structures constructed of plastic, shade cloth or nets, hail nets, poly-carbon and fibre glass used and designed for agricultural purposes only, unless stated and described in the Schedule under Miscellaneous Immovable Property;
9. jewellery, bullion, precious stones and semi-precious stones;
10. watercraft (other than non-motorised watercraft not exceeding 6 (six) metres in length and used only on inland waterways) including contents and accessories therein or thereon;
11. aircraft and other aerial devices including contents and accessories therein or thereon;
12. mobile plant, mobile machinery and special type vehicles manufactured or modified for digging, firefighting, lifting, loading, earth moving and the like including contents and accessories therein or thereon;
13. railways, rolling stock, locomotives and tenders including contents and accessories therein or thereon;
14. any mechanically propelled vehicle (other than a pedal cycles and gardening, maintenance and cleaning equipment without means of self-propulsion) and trailers, including contents and accessories therein or thereon;
15. property in the possession of clients of the Insured under lease, credit or suspensive sale agreements;
16. explosives;
17. animals, reptiles, fish (other than Koi fish or trout), birds, poultry, game or livestock;
18. Money;
19. Electronic Data Processing Equipment;
20. Mobile Communication Devices, unless:
  - a) Security Equipment is stated as included in the Schedule; or
  - b) such devices are stated and described in the Schedule under Miscellaneous Movable Property;
21. any cables, pipes and the like in an open trench;
22. any other excluded property stated and described in the Schedule.

### **SPECIFIC DEFINITIONS**

#### **1. Documents**

shall mean films, photographs, tapes, computer systems records, addressograph plates, books, stamps, records, maps, plans, drawings, abstracts, deeds (including Owner's title deeds), wills, mortgages, agreements, letters, certificates, documents and similar written, printed or otherwise inscribed papers used by the Insured in the business.

Documents does not include:

- a) Library Items;
- b) Works of Art;
- c) Money;
- d) property carried or held as samples or for sale or for delivery after sale;
- e) Electronic Data Processing Equipment.

#### **2. Electronic data processing equipment**

shall mean computer equipment and all related hardware, peripherals, software, fixed discs, interconnecting wiring, telecommunications equipment used for the electronic processing, communication and storage of data including air conditioning and fire protective equipment used solely for data processing operation and the information or data stored therein or thereon owned, leased, hired, rented by or licenced to the Insured or for which the Insured is responsible to insure excluding equipment forming part of a CCTV (Closed-circuit television) system and Mobile Communication Devices.

#### **3. Failure of supply**

shall mean failure of supply of electricity, gas, water or sewerage services by a public utility where the failure of supply results from damage to property at electricity generating stations, sub-stations or transmission networks, gas-works 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 Insured, occurring during the Period of insurance by an event not excluded under this section.

#### **4. Library items**

shall mean books, publications, periodicals, and other material (excluding Works of Art and Documents) for reading, viewing, listening, study, or reference.

#### **5. Mobile communication devices**

shall mean:

- a) mobile/cellular phones;
  - b) tablets;
  - c) satellite navigation system receivers (GPS's);
  - d) any other portable electronic items used for mobile communication,
- including all accessories related thereto.

#### **6. Money**

shall mean:

- a) cash, coins, bank and currency notes;
- b) SIM cards (such as a card for use in Mobile Communication Devices), smart cards, phone cards, scratch cards, airtime vouchers and franking machine cards;
- c) purchase cards, credit cards, and credit card vouchers;
- d) cheques, travellers' cheques, postal orders, money orders, cancelled and uncanceled coupons, current negotiable postage, revenue and holiday stamps and unemployment insurance fund (U.I.F.) stamps;
- e) banker bonds, securities, bearer bonds, national savings certificates and tax redemption certificates;
- f) drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation;

- g) gambling chips, slot machine tokens, casino vouchers and tokens;
- h) any other documents, certificates or instruments of a negotiable nature.

## 7. Occupied

shall mean a building or buildings on 1 (one) Premises of which at least 50% (fifty percent) of the total floor area of such building or combination of buildings is occupied by people working in, living in or using the building or buildings with the Insured's permission and is not devoid of contents.

The presence of security personnel in or about the building(s) or Premises does not deem the building(s) to be occupied.

## 8. Reinstatement value

shall mean the value declared to the Insurer as the Insured's assessment of the VAT inclusive cost of replacing or reinstating on the same Premises, property of the same kind or type equal to but not superior to or more expensive than the Insured Property, when new, as at the 1st (first) day of the Period of Insurance immediately anterior to Damage without provision for inflation or escalation and stated as the sum insured on the Schedule.

## 9. Vacant

shall mean a building which is abandoned, unoccupied, untenanted, unfurnished, empty or no longer in active use.

## 10. Works of art

shall mean art, antiques, manuscripts, historical documents (excluding Library Items and Documents) and collectibles of particular value due to their age, style, artistic merit or collectable value.

## EXCLUDED PERILS AND LIMITATIONS OF COVER

As stated in the Schedule.

It is understood and agreed that the Insurer may elect to exclude any peril or sub-limit cover in relation to such peril for any reason whatsoever either:

1. at the inception of this policy;
2. at the renewal of this policy; or
3. at any time during the Period of Insurance by giving the Insured notice in terms of General Condition 3. b) Amendments by the Insurer.

The above may be applied to all the Insured Property collectively or to a specific item, a specific building or a specific Premises forming part of the Insured Property.

## SPECIFIC EXCLUSIONS

This Insurer will not be liable for:

1. Damage to Insured Property resulting from subsidence, landslip or heave caused by or attributable to:
  - a) faulty design or construction of or the removal or weakening of supports to any building;
  - b) workmen engaged in making structural alterations, additions or repairs to any building;
  - c) excavations by or on behalf of the Insured on or under land other than excavations in the course of mining operations;
  - d) the settlement or movement of made up ground or by coastal or river erosion;
  - e) contraction, shrinkage or expansion of soil caused by the moistness, dampness or moisture content of such soil as experienced in clay and other similar soils;
  - f) inadequate compaction of backfill.
2. Damage to Insured Property (other than Water Heating Systems) caused by:
  - a) wear and tear, gradual deterioration or a lack of normal maintenance;
  - b) shrinkage, loss of weight or evaporation;

- c) change in colour, flavour, texture or finish;
- d) inherent vice, latent defect or defective workmanship;
- e) fault or defect in design, formula, plans, drawings, specifications, materials or advice;
- f) seepage, pollution or contamination;
- g) exposure to light;
- h) any process involving heating, drying or the use or application of water;
- i) dampness in atmosphere, rust, oxidation, decay, lime scale build up, corrosion or other chemical action or reaction;
- j) scratching, marring, chipping or denting not affecting the operation, capacity or life expectancy of the Insured Property;
- k) settling, cracking, expansion, collapse or bulging;
- l) water, whilst such property is in the open or in any structure not completely roofed unless designed to exist or operate in the open;
- m) vibration or the removal or weakening of support;
- n) vermin or insects;
- o) mould, mildew, fungi or spores;
- p) drought;
- q) its own electrical, electronic or mechanical derangement or breakdown;

unless, where applicable, caused by an Insured Event not otherwise excluded, and provided that Damage caused by an Insured Event not otherwise excluded resulting from the aforementioned is not hereby excluded.

Specific Exclusion q) does not apply to:

- a) water heating systems other than Boilers and Pressure Equipment (as defined under the Machinery Breakdown section);
  - b) solar energy systems; and
  - c) irrigation systems;
3. theft or attempted theft of Insured Property:
    - a) located in a fully enclosed and roofed portion of the Premises, unless accompanied by forcible entry or exit or by violence or threat of violence.
    - b) built in or fixed to the exterior of an insured building or installed on the Premises (not located in a fully enclosed and roofed portion of the Premises) unless accompanied by the forcible removal thereof or by violence or threat of violence.
    - c) in transit from any unattended vehicle in the custody or control of the Insured unless the property is contained in a completely closed or securely locked portion of the vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry thereto or exit therefrom.
  4. Damage to Insured Property caused by the deliberate withholding by the supply authority of water, electricity, gas, fuel, steam or refrigerant. This specific exclusion does not apply to electrical power surge howsoever caused.
  5. consequential loss as insurable under the Business Interruption section of this policy or any other insurance policy, except loss of rent, when specifically insured under this section.
  6. loss of immovable Insured Property removed by a lessee, Tenant or Occupant at the expiration or termination of a written lease or rental agreement.
  7. Damage to property the lessee, Tenant or Occupant is responsible to insure in terms of a written lease or rental agreement with the Insured.
  8. property specifically insured under any other section of this policy.
  9. Damage caused by any wilful or dishonest act or negligence on the part of the Insured.

10. Damage recoverable in terms of any suppliers or manufacturers guarantee or warranty.

## SPECIFIC CONDITIONS

### 1. Average

If the Reinstatement Value of damaged Insured Property at the commencement of Damage is collectively greater than the total sum insured stated in the Schedule for such Insured Property specifically, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

Average will not be applied in the following circumstances:

- a) where average is stated as not applicable to Insured Property in the Schedule;
- b) where cover has been sub-limited in the Schedule;
- c) where a specific extension has a sum insured stated in the Schedule.

### 2. Designation of property

For the purposes of determining the existence or location of Insured Property, the Insurer agrees to accept the record of such property entered in the books of account (assets register) or to which the Insured's auditors and accountants have given certification as to the existence of such property at the time of loss together with the purchase price or value thereof.

### 3. Unoccupancy

- a) 30 (thirty) days or less

If any building insured or containing Insured Property becomes unoccupied for 30 (thirty) consecutive days, the Insured shall be responsible for the excess stated in the Schedule next to "Excess (additional amount during 30 (thirty) day unoccupancy period)" for the 30 (thirty) consecutive day period in respect of theft and malicious damage cover.

- b) 30 (thirty) days or more

If the unoccupancy period exceeds 30 (thirty) consecutive days, then theft and malicious damage cover is automatically suspended with regards to the unoccupied building containing the Insured Property.

This will be effective from the 31<sup>st</sup> (thirty-first) consecutive day, unless the Insurer has agreed to waive the suspension of cover in writing, in which case the Insured shall be responsible for the excess stated in the Schedule next to "Excess (additional amount during any unoccupancy period exceeding 30 (thirty) days)".

## BASES OF INDEMNITY

The sum insured stated in the Schedule is the maximum amount the Insurer will pay for Damage to Insured Property, less the Excess and any dual insurance or under-insurance, unless stated otherwise herein below.

### 1. Immovable and movable Insured Property

(not applicable to Documents, library items, Water Heating Systems and works of art, historical documents and manuscripts)

Following an Insured Event:

- a) the basis of indemnity shall be the cost of rebuilding, replacing, repairing or reinstating the damaged portions of the Insured Property with new materials to the same condition but not more extensive or superior to the Insured Property when new, including:
  - i) removal and installation costs;
  - ii) import surcharges levied in terms of any customs and excise legislation;
  - iii) costs of express delivery (including air freight charges), overtime, night work and work on public holidays subject to a limit of 50% (fifty percent) of the amount which the rebuild, replacement, repair or reinstatement would have cost had such additional expenses not been incurred.

- b) where the architectural features and structural materials of the affected property, possess a particularly ornamental, antiquarian or historical character, or the materials are not readily available the Insurer will use the nearest equivalent available to the original materials.
- c) the work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch.
- d) the Insured shall have the right to decide whether or not the affected property shall be reinstated. The liability of the Insurer in respect of Insured Property not reinstated shall be the installed new replacement value of such property less equitable depreciation commensurate with the age and usage (as determined by the Insurer's expert) of such damaged property at the time of loss applied to such new replacement value. The Insured will also indemnify the Insured for the cost of spares for the Insured Property not reinstated, less the amount realised from the sale of the previously held spares.
- e) the work of rebuilding, replacing, repairing or reinstating the building, as the case may be, must commence within 12 (twelve) consecutive months of the Damage occurring (or any other period which the Insurer has agreed to), failing which the Insurer shall not be liable to make any payment beyond the amount which would have been payable under this section if this provision has not been incorporated herein.
- f) the Insurer shall not indemnify the Insured in respect of undamaged Insured Property (other than foundations) or undamaged portions of such property.

Where Insured Property that has a measurable function, capability or output is damaged following an Insured Event and is capable of replacement with a new item or items with similar capability or output, and the Insured elects to replace the Insured Property with such item or items, then such Insured Property shall be valued as set out below and the basis of indemnity shall be on the same basis.

Where the Insured Property is to be replaced with an item or items:

- a) which have the same or lesser total function, capability or output, then the value thereof shall be the new installed cost of such replacement item or items as would give the same total function, capability or output as the damaged Insured Property;
  - b) which have a greater total function, capability or output and the new installed cost of such replacement item or items is no greater than the replacement value of the damaged Insured Property then no deductions shall be made from any claim for the improved function, capability or output of the replacement item or items.
  - c) which have a greater total function, capability or output and the new installed cost of such replacement item or items is greater than the replacement value of the damaged Insured Property, then the insurable value of such damaged Insured Property is either:
    - i) the estimated cost of reinstatement of such damaged Insured Property with new materials including installation costs to the same condition but not more extensive or superior to the Insured Property when new; or
    - ii) that portion of the new installed cost of the replacement item or items which the output of the damaged Insured Property bears to the output of the replacement item or items,whichever is the lesser.
- The difference between the value as defined in a), b) and c) above and the new installed cost of the replacement item or items shall be borne by the Insured, provided that:
- i) in the event of partial loss or damage where the Insured Property is to be repaired, this policy shall pay the cost of restoration of the property to a condition substantially the same as but not better or more extensive than its condition when new;

- ii) the Insurer shall not indemnify the Insured for more than the Insurer would have been called upon to pay if such Insured Property had been wholly destroyed.

Where Insured Property forming part of a functional unit is damaged following an Insured Event and renders the remaining part or parts of the functional unit unusable, the Insurer will indemnify the Insured for the full value of the functional unit.

The following additional costs and expenses will be included in the basis of indemnity provided that the total amount payable by the Insurer in respect of any one claim shall not exceed the sum insured of the affected property stated in the Schedule:

a) Clearance costs: Damage

(Applicable to immovable and movable property)

Costs and expenses necessarily and reasonably incurred by the Insured in:

- i) gaining access to the Premises to rebuild, replace, repair or reinstate damaged Insured Property;
- ii) demolishing, dismantling, shoring up and propping up the damaged Insured Property;
- iii) providing, erecting and maintaining any hoardings required during such demolition, site clearing and/or building operations;
- iv) removal of debris, silt and water from the site of such Insured Property destroyed or damaged and the area immediately adjacent to such site;
- v) the dehumidification of the affected building;
- vi) procuring professional disinfection services to disinfect the interior of a building being subjected to sewage or wastewater back-flooding;
- vii) removing, nullifying or cleaning up of pollutants or contaminants from the site;
- viii) the professional removal and disposal of fallen or partially uprooted trees including stumps and roots of such trees;
- ix) the disposal of damaged items forming part of the Insured Property.

b) Environmental upgrade

(Applicable to immovable property)

Costs incurred in replacement or reinstatement of damaged Insured Property with that of like kind and quality which qualifies as Green, up to the percentage of the sum insured stated in the Schedule, of the affected Insured Property.

For the purpose of this basis of indemnity:

Green means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimise environmental impact and are certified by a Green Authority.

Green Authority means an authority on green buildings, products, materials, methods or processes that is certified and accepted by BREEAM or any other recognised green rating system in the applicable jurisdiction.

c) Professional and municipal fees

(Applicable to immovable property)

Fees necessarily and reasonably incurred by the Insured, up to the percentage of the sum insured stated in the Schedule of the affected Insured Property, for:

- i) the inspection of municipal or other plans;
- ii) estimates, plans, specifications, quantities, tenders and supervision,

for the reinstatement or replacement of the Insured Property.

It is understood and agreed that the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

d) Public authorities' requirements

(Applicable to immovable property)

Costs and expenses necessarily and reasonably incurred by the Insured to comply with:

i) Building regulations

building or other regulations under or framed in pursuance of any legislation of any provincial, regional, divisional, municipal or other local authority.

ii) Fire protection systems upgrade

any legal requirements to upgrade or replace undamaged portions of any automatic sprinkler system, automatic drencher, gas, foam or any other automatic fire protection system with a more modern design system.

iii) Glass reinstatement

the applicable National Building Regulations or similar legislation in respect of the replacement of damaged glass (insured by this policy) as described herein, with glass of a superior quality.

The Insurer will not indemnify the Insured for:

- i) the additional cost incurred in complying with any act, regulation, by-law or requirement with which the Insured was required to comply with prior to the Damage occurring;
- ii) 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 Insured Property or by the Owner thereof by reason of compliance with any of the aforementioned regulations.

e) Temporary repairs and measures after Damage

(Applicable to immovable and movable property)

Costs and expenses necessarily and reasonably incurred by the Insured in:

- i) employing security services to protect or attempt to protect the Insured Property including the cost of boarding up;
- ii) repairing the burglar alarm system not owned or leased by a Tenant or Occupant;
- iii) effecting temporary repairs and in taking any other temporary measures as may be necessary (other than the hire of generators).

The insurer will indemnify the Insured for the following in addition to the sum insured of the Insured Property stated in the Schedule:

a) Fire extinguishing charges

The Insurer will indemnify the Insured for any costs and expenses incurred by the Insured and for which the Insured is legally liable to:

- i) extinguish, contain or fight a fire at the Premises; or
- ii) prevent or attempt to prevent any fire from causing Damage to Insured Property or to minimise the effects or extent of such fire.

The Insurer will also indemnify the Insured for costs and expenses incurred by the Insured to:

- i) replace sprinkler heads and refill the fire extinguishing appliances used to extinguish the fire; and
- ii) reset of fire and smoke alarms.

b) Flood protection (if stated as included in the Schedule)

In the event of Damage to Insured Property by flood, if not stated as an excluded peril in the Schedule, the Insurer will indemnify the Insured for the additional costs of reinstating the damaged Insured Property with flood resistant products and building techniques.

The amount payable by the Insurer is limited to the amount stated in the Schedule and shall be the maximum amount payable by the Insurer for any one event for all buildings on the Premises combined and not in respect of each building individually.

c) Generator hire (if stated as included in the Schedule)

In the event of Damage to any electrical reticulation installed on the Premises following an Insured Event the Insurer will indemnify the Insured for costs and expenses incurred by the Insured to hire a generator (including power connecting cables and reticulation) in order to continue to provide electrical power to the Insured Property as existed prior to such Damage but only for the period necessary to repair or replace such electrical reticulation.

The amount payable by the Insurer is limited to the amount stated in the Schedule and shall be the maximum amount payable by the Insurer for any one event for all buildings on the Premises combined and not in respect of each building individually.

d) Rent and accommodation (if stated as included in the Schedule)

i) Loss of rent and levies

The Insurer will indemnify the Insured for loss of rent, maintenance fees and levies for the period necessary for the reinstatement of the Insured Property or to regain access to the Insured Property, following:

- a. an Insured Event; or
- b. Failure of Supply; or
- c. an order of a government authority as a result of a murder or suicide occurring at the Premises; or
- d. Damage occurring to a property within the radius stated in the Schedule, of the Insured Property that prevents or hinders the use of or access to the Insured Property.

The basis of calculation shall be:

- a. the rent receivable, any maintenance fees or levies payable immediately preceding the Insured Event or Damage, where the building or part thereof was tenanted; or
- b. equivalent in rental value, maintenance fees or levies where the building or part thereof was not tenanted, but a written lease or rental agreement had been signed immediately preceding the Insured Event or Damage,

ii) Alternative accommodation

In the event of Insured Property being rendered uninhabitable or unfit for its intended purposes following an Insured Event, Failure of Supply or an order of a government authority as a result of a murder or suicide occurring at the Premises, the Insurer will indemnify the Insured, Tenant or Occupant, for the reasonable rent payable of an equivalent unfurnished alternative accommodation until such time as the Insured Property is habitable or fit for its intended purposes.

The Insurer will also indemnify the Insured, Tenant or Occupant for the cost of animal kennelling if such alternative accommodation does not allow pets and/or security dogs.

Provided that:

- i) the Insured, Tenant or Occupant is required to vacate the property in order to allow for reinstatement and/or repair of the property; and
- ii) cover for Failure of Supply will only commence 24 (twenty-four) hours after the failure of supply occurs and ends 30 (thirty) days thereafter or at the time the services are reinstated, whichever occurs first; and
- iii) cover following an order of a government authority will only commence at the time such government order becomes effective and ends 30 (thirty) days thereafter or at the time such order is revoked, whichever occurs first; and
- iv) the indemnity of the Insurer shall not exceed the percentage of the sum insured of the building stated in the Schedule.

e) Emergency temporary accommodation (if stated as included in the Schedule)

In the event of Insured Property being rendered uninhabitable or unfit for its intended purposes following an Insured Event, Failure of Supply or an order of a government authority as a result of a murder or suicide at the Premises, the Insurer will indemnify the Insured for the additional costs and expenses incurred to arrange:

- i) emergency temporary accommodation for the Insured, Tenants or Occupants of a building or part thereof until such time as alternative accommodation is arranged;
- ii) emergency kennelling for pets owned by the Insured, Tenant or Occupants, if such emergency temporary accommodation does not allow pets;

This additional benefit provided in i) and ii) above will not apply if emergency temporary accommodation is covered by any other policy.

The Insurer will also indemnify the Insured for the additional costs and expenses incurred to arrange emergency kennelling for security dogs owned by the Insured.

f) Storage costs

In the event of Insured Property being rendered uninhabitable or unfit for its intended purposes following an Insured Event, the Insurer will indemnify the Insured for additional reasonable costs and expenses incurred for the removal, storage in a secure storage facility and the return thereof of undamaged movable Insured Property as stated as included in the Schedule, for the period necessary for the reinstatement of the immovable Insured Property with an additional 7 (seven) days added thereto, provided that:

- i) the Insured Property is incapable of housing the undamaged movable Insured Property; and
- ii) the Insurer will under no circumstances indemnify the Insured for loss or damage to undamaged movable Insured Property in transit or whilst being stored.

To provide for inflation, the sum insured of the Insured Property is automatically increased as described below, if stated as included in the Schedule:

a) Escalation: During the Period of Insurance

During the Period of Insurance (or the twelve consecutive months from the inception or anniversary date if this policy is not an annual contract), the sum insured shall be increased by that portion of the percentage stated in the Schedule against "First year %" which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall apply only to the sum insured in force at the commencement of the Period of Insurance.

b) Inflation: After the Period of Insurance

If following a claim any reinstatement or replacement process to the Insured Property has not been completed by the end of the Period of Insurance, further inflationary costs incurred beyond the control and influence of the Insured up until final reinstatement or replacement has been completed will be covered by the Insurer as set out below:

i) Second Year %

The sum insured that existed during the period of insurance in which the claim occurred (as increased by the escalation provision), shall be increased further by the percentage stated in the Schedule against "Second year %".

ii) Third Year %

If the reinstatement or replacement has not been completed 12 (twelve) months after the period of insurance during which the claim occurred, the sum insured as inflated by the "Second year %" shall be increased further by the percentage stated in the Schedule against "Third year %".

iii) Fourth Year %

If the reinstatement or replacement has not been completed 24 (twenty-four) months after the period of insurance during which the claim occurred, the sum insured as inflated by the "Third year %" shall be increased further

by the percentage stated in the Schedule against "Fourth year %".

iv) Fifth Year %

If the reinstatement or replacement has not been completed 36 (thirty-six) months after the period of insurance during which the claim occurred, the sum insured as inflated by the "Fourth year %" shall be increased further by the percentage stated in the Schedule against "Fifth year %".

At each renewal date, the Insured shall notify the Insurer of the amount(s) to be insured for the forthcoming period of insurance and any revised inflationary protection percentage(s). In default thereof, the sum insured shall remain as they were in the previous period of insurance as if the inflationary increases in terms of this clause had not been applied.

## 2. Documents

Following an Insured Event the basis of indemnity in respect of Documents shall be limited to the value of the materials and the cost of labour in originally creating such material or in reinstating such material and shall not include the value of the content or information thereof or therein to the Insured.

## 3. Library items

Following an Insured Event the basis of indemnity in respect of library items shall be:

- a) the aggregate price paid for all items purchased in the year prior to the Period of Insurance divided by the number of items purchased in such year multiplied by the total number of items in the library at the time of Damage plus 30% (thirty percent); and
- b) the additional costs and expenses incurred in re-indexing the replaced library items.

Should a value greater than the average value be required in respect of a book or periodical, then its existence and replacement or intrinsic value must be substantiated by verifiable documentary evidence from a recognised or professional source.

## 4. Water heating systems

Following an Insured Event the basis of indemnity in respect of Water Heating Systems shall be the full replacement cost, including removal and installation, of the damaged water heating system (provided that it is not within the manufacturer's warranty period).

In respect of geysers, the Insurer will also indemnify the Insured for any costs, expenses and compliance fees incurred by the Insured to:

- a) install the replacement geyser in a new location on the same Premises including the relocation of a trapdoor providing access thereto; and/or
- b) replace a standard retrofitted electrical geyser with a solar powered geyser, hybrid solar system, heat pump, induction heating geyser or gas water heater.

## 5. Works of art, historical documents and manuscripts

Following an Insured Event the basis for the application of average and for the settlement of any loss or damage in respect of works of art, historical documents and manuscripts shall be the value as certified by a professional valuer prior to the loss.

## SPECIFIC EXTENSIONS

The Insurer will pay up to the amount stated in the Schedule, where applicable, in respect of the following specific extensions, if stated to be included.

Such amount shall be the maximum amount payable by the Insurer for any one event for all buildings on the Premises combined and not in respect of each building individually.

The Insurer will indemnify the Insured and where specifically referenced below, Tenants or Occupants, for:

## 1. Acts of authorities

Damage to the Insured Property sustained by the Insured due to the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event which may give rise to Damage insured in terms of this policy.

## 2. Capital additions

alterations, additions and improvements but not appreciation in value in excess of the sum insured of the Insured Property for an additional amount not exceeding the percentage as stated in the Schedule of the sum insured thereon.

## 3. Clearance costs: No Damage

costs and expenses necessarily and reasonably incurred, where the Insured Property has not suffered any Damage, for:

- a) removal of debris, silt or water from the Premises on which such Insured Property is situated or within a 10 (ten) kilometre radius thereof in order to regain access to or to restore original working conditions to such Premises;
- b) removal of smoke, soot, ash or residue from Insured Property or the Premises directly caused by a neighbouring fire;
- c) dewatering and dehumidifying of basements of the buildings insured following an Insured Event;
- d) the recovery of such Insured Property caused by slipping, sliding or sloughing;
- e) the professional removal and disposal of trees and branches, but excluding roots of such trees, which pose a threat to Insured Property or neighbouring property;
- f) the professional extermination, removal and/or disposal of:
  - i) bees, hornets or wasps and their nests;
  - ii) reptiles, pests and vermin.

## 4. Death of Koi fish or trout by polluted or contaminated water

death of or injury to Koi fish in ponds, or trout in constructed and maintained dams or water features on the Premises directly resulting from water pollution or contamination from chemicals or waste, provided that the Insurer shall only indemnify the Insured once the Insured provides satisfactory evidence to the Insurer that the ponds, dams or water features have been decontaminated at the Insured's own expense and are safe to be restocked with koi fish or trout.

## 5. Death of security dogs

veterinarian costs, including costs of euthanasia and cremation, following injury, illness or death to a security dog whilst on duty on the Premises.

## 6. Emergency evacuation for imminent threat of fire or flood

costs and expenses necessarily and reasonably incurred by or on behalf of the Insured, where the Insured Property is likely to be Damaged by the imminent threat of fire or flood, for the:

- a) evacuation of Tenants, Occupants pets or security dogs;
- b) emergency temporary accommodation for such Tenants or Occupants;
- c) emergency temporary kennelling for such security dogs.

## 7. Eviction of illegal occupants

the cost of removing illegal occupants from any insured building or part thereof on the Premises.

For the purposes of this additional benefit, an illegal occupant shall be defined as any occupant for whom an eviction order has been granted by a South African Court of Law.

## 8. Failure of water supply

(Applicable to Leisure Sporting Facilities, if stated as included in the Schedule)

Damage to leisure sporting facilities caused by total or partial failure of supply of water to the Premises, from any cause other than:

- a) drought;
- b) the deliberate withholding of water;
- c) mechanical or electrical breakdown of water supplying equipment unless such total or partial failure extends beyond 24 (twenty-four) hours from commencement thereof.

## 9. Fatal injury

fatal injury to any principal, partner, director or employee of the Insured sustained whilst on the Premises caused by fire. The Insurer will pay the amount due directly to the executors or administrators of the deceased's estate, provided that:

- a) a fire brigade attended to or was summoned to the fire; and
- b) the death of such person occurs within 3 (three) months of such injury.

## 10. Fertilizers, chemicals and contaminated water

(Applicable to Leisure Sporting Facilities, if stated as included in the Schedule)

Damage to the whole or part of leisure sporting facilities, caused by fertilizers, chemicals or contaminated water provided that the total amount recoverable for such Damage shall not exceed 50% (fifty percent) of the sum insured for the leisure sporting facilities affected.

## 11. Locks and access devices

costs and expenses incurred by the Insured in replacing:

- a) locks;
- b) keys (including related locks);
- c) remote controls, access cards or tags and card keys, including reprogramming;

used in connection with the Premises.

## 12. Loss prevention and minimisation expenses

costs and expenses necessarily and reasonably incurred by or on behalf of the Insured in preventing, or attempting to prevent, any imminent occurrence (i.e. not loss or damage which may or may not occur at some future date) from causing Damage to Insured Property or to minimise the effects or extent of such imminent Damage. The Insurer shall indemnify the Insured for such costs in addition to any other payment for which the Insurer may be liable in terms of this section. This extension does not include costs incurred by or on behalf of the Insured to prevent Damage to Insured Property by fire.

## 13. Metered fuel, oil or gas

additional fuel, oil or gas charges incurred by the Insured as a result of leakage from fuel, oil or gas pipes at any point after the terminal ends of the supply to the Premises following an Insured Event but limited to the amount stated in the municipal or supplier statement for the period during which excess fuel, oil or gas was charged less the aggregate of the amount calculated from the average consumption of the Insured during the past 3 (three) consecutive months or, if no records are available, the amount stated in the statement for the following month.

In addition to the above, the Insurer will indemnify the Insured for costs necessarily and reasonably incurred by the Insured:

- a) Leak detection
  - in detecting, tracing and exposing the source of a fuel, oil or gas leak from concealed pipes in soil, concrete or plaster within the Premises including the necessary patch up work to floors, walls and ceilings following such detection, tracing and exposure;
- b) Repairs to pipes
  - to repair or replace the leaking pipe by means of coupling, replacing a short section with a similar pipe, clamping or rerouting to by-pass the leak in the most cost-effective way.

## 14. Metered water

additional metered water charges incurred by the Insured for the cost of water lost through leakage from tanks, systems or pipes

used to carry water within the Premises and for which the Insured is responsible to pay, provided that:

- a) the Insurer will only indemnify the Insured for the cost of additional water consumption in the event of a quarterly meter reading of water consumption for the Premises exceeding the average of the previous 4 (four) quarterly meter readings by 50% (fifty percent) or more;
- b) the Insurer will not indemnify the Insured for:
  - i) the cost of remedial action or repairs to any affected tanks, systems or pipes;
  - ii) more than 2 (two) separate incidents at the same Premises in any period of 12 (twelve) consecutive months;
  - iii) loss of water due to:
    - a. leakage from taps, water heating systems, sanitation systems, swimming pool structures or any other water tanks including inlet or outlet pipes forming part thereof;
    - b. taps left open after being used;
    - c. any deliberate act of the Insured or any person acting on the Insured's behalf;
- c) the Premises or any part thereof has not been unoccupied for a period in excess of 30 (thirty) days during the Period of Insurance.

In addition to the above, the Insurer will indemnify the Insured for costs necessarily and reasonably incurred by the Insured:

- a) Leak detection
  - in detecting, tracing and exposing the source of a water leak from concealed pipes in soil, concrete or plaster within the Premises including the necessary patch up work to floors, walls and ceilings following such detection, tracing and exposure;
- b) Repairs to pipes
  - to repair or replace the leaking pipe by means of coupling, replacing a short section with a similar pipe, clamping or rerouting to by-pass the leak in the most cost-effective way.

## 15. Security systems upgrade

the cost of upgrading an alarm and/or security system belonging to the Insured installed in the Insured's offices on the Premises being Damaged during a theft or attempted theft of moveable unfixed Insured Property that was located in a fully enclosed and roofed portion of the Premises which was accompanied by forcible entry or exit.

The Insurer shall only indemnify the Insured to upgrade the Damaged alarm and/or security system in the building where the theft or attempted theft took place.

## 16. Temporary removal

Damage to Insured Property whilst temporarily relocated elsewhere on the Premises or to any other premises including transport by road, rail or inland waterway anywhere within the territorial limits stated in the Schedule, for the purpose of cleaning, renovation, repair or similar process, provided that:

- a) any conditions, warranties, requirements or exclusions applicable to the Insured Property remain applicable without reservation whilst the Insured Property is being relocated; and
- b) the Insurer will only indemnify the Insured for the amount that would have been payable had the Damage occurred at the original location of the Insured Property.

## 17. Theft by non-forcible and non-violent means

Theft or any attempt thereof of Insured Property:

- a) located in a fully enclosed and roofed portion of the Premises; or
- b) built into or fixed to the exterior of an insured building on the Premises; or
- c) on or about the Premises and not located in a fully enclosed and roofed portion of the Premises; or

- d) building materials and supplies to be used in the course of construction, erection, dismantling, alteration, repair, renovation or addition to Insured Property.

#### **18. Unlawful assault**

costs and expenses reasonably incurred by the Insured following an unlawful physical assault of a watchman, caretaker, building supervisor or gardener, employed by the Insured, whilst safeguarding or maintaining the Insured Property, for:

- a) medical, ambulance and hospital fees;
- b) trauma counselling;
- c) burial arrangements provided that the death of such person occurs within 3 (three) months of such assault.

## DEFINED EVENTS

Loss following interruption of or interference with the Insured Property in consequence of Damage occurring during the Period of Insurance at the Premises in respect of which payment has been made or liability admitted under:

1. the Property All Risks section of this policy; or
2. the Machinery Breakdown section of this policy;

but only if such payment or admission of liability is in respect of Damage to the Insured Property.

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

The Insurer will indemnify the Insured as set out in the wording below and based on the information contained in the Schedule.

## GROSS RENTALS (IF STATED AS INCLUDED IN THE SCHEDULE)

The insurance under this item is limited to:

### 1. Loss of Gross Rentals;

and

### 2. Increase in cost of working;

and the amount payable as indemnity hereunder shall be:

#### 1. In respect of loss of Gross Rentals:

the amount by which the Gross Rentals during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Rentals;

#### 2. Increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the loss of Gross Rentals thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Rentals as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of Gross Rentals is less than the Annual Gross Rentals where the maximum Indemnity Period is 12 (twelve) months or less, or the appropriate multiple of the Annual Gross Rentals where the maximum Indemnity Period exceeds 12 (twelve) months.

## GROSS REVENUE (IF STATED AS INCLUDED IN THE SCHEDULE)

The insurance under this item is limited to:

### 1. Loss of Revenue;

and

### 2. Increase in cost of working;

and the amount payable as indemnity hereunder shall be:

#### 1. In respect of loss of Revenue:

the amount by which the revenue during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Revenue;

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

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue

which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of loss of Revenue thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Revenue as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of Revenue is less than the Annual Revenue where the maximum Indemnity Period is 12 (twelve) months or less, or the appropriate multiple of the Annual Revenue where the maximum Indemnity Period exceeds 12 (twelve) months.

## ADDITIONAL INCREASE IN COST OF WORKING (IF STATED AS INCLUDED IN THE SCHEDULE)

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

## REVENUE IN RESPECT OF LEISURE SPORTING FACILITIES (IF STATED AS INCLUDED IN THE SCHEDULE)

The insurance under this item is limited to:

### 1. Loss of Revenue;

and

### 2. Increase in cost of working;

and the amount payable as indemnity hereunder shall be:

#### 1. In respect of loss of Revenue:

the amount by which the revenue during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Revenue;

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

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of loss of Revenue thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Revenue as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of Revenue is less than the Annual Revenue where the maximum Indemnity Period is 12 (twelve) months or less, or the appropriate multiple of the Annual Revenue where the maximum Indemnity Period exceeds 12 (twelve) months.

## DEFINITIONS

### 1. Annual gross rentals

shall mean the Gross Rentals during the 12 (twelve) months immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

### 2. Annual revenue

shall mean the Revenue during the 12 (twelve) months immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

### 3. Gross rentals

shall mean the money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered.

#### 4. Gross revenue

shall mean the money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.

#### 5. Indemnity period

shall mean the period during which the results of the business shall be affected in consequence of the Damage beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the schedule.

#### 6. Revenue in respect of Leisure Sporting Facilities

shall mean the collection of green fees or playing fees from persons intending to play a game or practice in accordance with the rules and regulations as laid down by the club who has the sole responsibility for the leisure sporting facility.

#### 7. Standard gross rentals

shall mean the Gross Rentals during that period in the 12 (twelve) months immediately before the date of the Damage which corresponds with the Indemnity Period but adjusted further as set out in memorandum 1 below.

#### 8. Standard revenue

shall mean the Revenue during that period in the 12 (twelve) months immediately before the date of the Damage which corresponds with the Indemnity Period but adjusted further as set out in memorandum 1 below.

### MEMORANDUM

1. Annual Gross Rentals, Annual Revenue, Standard Gross Rentals and Standard Revenue as defined shall be adjusted as 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.
2. If the Damage occurs before the completion of the first year's trading of the business at the premises, the value of Annual Gross Rentals, Annual Revenue, Standard Gross Rentals and Standard Revenue 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.
3. If, during the Indemnity Period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Gross Rentals and Revenue, during the Indemnity Period.

### SPECIFIC CONDITIONS

#### 1. Average

If, at inception of the period of insurance, the total sum insured is less than the budgeted Gross Rentals or Gross Revenue (as applicable), (proportionately adjusted if the number of months referred to in the definition of Indemnity Period is other than 12 (twelve)), the amount payable in terms of the insuring items Gross Rentals or Gross Revenue under the basis of indemnity above shall be proportionately reduced.

#### 2. Claims

On the happening of any damage in consequence of which a claim may be made under this section, the Insured shall, in addition to complying with General Conditions 8 and 9, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 (thirty) days after the expiry of the Indemnity Period, or within such further time as the Insurer may in writing allow, at their own expense deliver to the Insurer in writing a statement setting forth particulars of their claim together with

details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom.

No claim under this section shall be payable unless the terms of this specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

### SPECIFIC EXCLUSION

Where indemnity is provided under the Defined Events of this section and the Insured elected to insure the insured property for an insured amount less than the Full Value thereof, the Insurer shall not be liable under this section for any extended period of interruption purely because the Insured does not have the financial means or ability to acquire the required funds to replace or repair the Damaged property that is not fully insured.

### SPECIFIC CLAUSES

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each clause and extension.

#### 1. Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer for the purpose of investigating or certifying any claims may be produced and certified by the Insured's auditors or accountants and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

#### 2. Additional premises

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

#### 3. Departmental

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under Gross rentals or Gross Revenue relating to reduction in Gross Rentals or Gross Revenue and Increase in Cost of Working, shall apply separately to each department or branch affected by the Damage, except that if the sum insured by the relative item is less than the aggregate of the Annual Gross Rentals or Annual Revenue for each department or branch, whether or not affected by the Damage, (proportionately increased if the number of months referred to in the definition of Indemnity Period exceeds 12 (twelve)) the amount payable shall be proportionately reduced.

#### 4. Discontinuation of business

Notwithstanding the provisions of Specific Condition 1: Average of this section and in the event of the business being liquidated or permanently discontinued after Damage, this policy shall, subject to the agreement of the Insurer (which agreement shall not be unreasonably withheld), and the terms and conditions hereof, cover loss as insured during the indemnity period for a period not exceeding that which would have been necessary to reinstate the premises or property therein damaged or destroyed which period shall be mutually agreed to by the Insured and the Insurer.

#### 5. Franchisor

Subject otherwise to all other underlying terms and conditions, the interests of the franchisor(s) specified in the Schedule are specifically noted, payment for that portion of the indemnity calculation represented by the franchise fees shall be paid to the franchisor described therein whose receipt shall be a full and final discharge to the Insured in respect of such franchise fees.

### SPECIFIC EXTENSIONS

The Insurer will pay up to the amount stated in the Schedule, where applicable, in respect of the following specific extensions, if stated to be included.

## 1. Accounts receivable

The Insurer shall indemnify the Insured in respect of loss sustained by the Insured in consequence of or Damage to the Insured's records in respect of Outstanding Debit Balances and the amount payable as indemnity hereunder shall be calculated as follows:

a) the difference between:

- i) the total of such balances as are outstanding at the date of Damage; and
- ii) the total of all sums in respect thereof as are actually received from customers or traced to them and for which they have accepted responsibility.

Plus:

b) the reasonable additional expenditure incurred after the Damage, with the prior consent of the Insurers, in tracing and establishing the said Outstanding Debit Balances;

Plus:

c) Loss of interest

For the purpose of this extension the term Outstanding Debit Balance shall mean the total of the outstanding balance as reflected on the Insured's statements at the end of the month preceding the corruption or Damage, adjusted for:

- i) bad debts;
- ii) 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 accounts in the period between the date to which the said statement relates and the date of the Damage and any abnormal condition of trade which had, or could have had, a material effect on the business so that the figure 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.

The cover provided extends to include loss sustained by the Insured in consequence of loss or Damage to documents relating to outstanding claims against any rail service provider or suppliers.

## 2. Acts of authorities closure

The Insurer shall indemnify the Insured in respect of any period of restriction of access to or use of any part of the Premises by action of a civil, public or other regulatory body following an Insured Event.

## 3. Cancellation of bookings

The Insurer shall indemnify the Insured in respect of loss of the value of deposits received for the reservation or booking of accommodation in consequence of returning such deposits following curtailment of the relevant booking due to a cause listed below, provided that such deposits cannot be recovered from any other source by or on behalf of the person cancelling or curtailing:

a) accidental injury, illness or death of:

- i) the person for whom the accommodation was booked (hereinafter referred to as the guest) or any person with whom the Insured has arranged to travel;
- ii) a close relative, fiancé or close business colleague of the guest;

b) pregnancy of the guest's spouse;

c) the permanent residence of the guest being lost or damaged by theft or any attempt thereat, fire, storm, wind, water, hail, snow or earthquake necessitating the guest's immediate return home; and

d) any official requirement by a lawfully established authority for the guest to attend emergency duty in military, medical or public service;

provided that:

the Insurer shall not be liable for claims, where at the time that the reservation or booking was made, the person whose condition gives rise to a claim, was:

- a) aware of any medical condition or set of circumstances which could reasonably be expected to give rise to the booking being cancelled or curtailed;
- b) the guest was:
  - i) on a waiting list for or had knowledge of the need for inpatient treatment at a hospital or nursing home;
  - ii) travelling against the advice of a medical practitioner;
  - iii) travelling for purposes of obtaining medical treatment abroad; or

during the 12 (twelve) months prior to the date for which the reservation or booking was scheduled, suffering from any chronic or recurring illness of a serious nature which had necessitated consultation or treatment.

## 4. Cancellation of Special Events

The Insurer shall indemnify the Insured in respect of expenses incurred by the Insured, that are not refundable to the Insured by any entity, due to a Special Event not being able to take place as a result of:

- a) non-appearance of more than 50% (fifty percent) of the participants, excluding Employees of the Insured, as a consequence of Illness, Injury or death;
- b) a Storm in the case of open-air events only and provided that such Storm is of sufficient intensity and/or strength to cause potential damage to property and/or Injury or death to persons;
- c) inadequacy of water to cater for the Special Event, due to the water supply to the Premises being interrupted by damage covered by the property section of this policy.

For the purposes of this specific extension, the following definitions shall apply:

a) Illness

shall mean any sickness or illness confirmed by medical certificate.

b) Injury

shall mean bodily injury caused by accidental, violent, external and visible means confirmed by medical certificate.

c) Special event

shall mean any educational, cultural, sporting, musical, firework, wedding, religious or fundraising event, tour or exhibition organised by the Insured at the Premises.

d) Storm

shall mean wind, rain, sleet, hail, snow or flood.

## 5. Contingent business interruption

The Insurer shall indemnify the Insured in respect of loss of rent following the interruption of or the interference with the Business as a result of:

- a) murder, suicide, armed robbery, malicious or terrorist activities (whether actual or hoax) at the Premises;
- b) food or drink poisoning at the Premises;
- c) closure of the Premises due to:
  - i) defective sanitary arrangements on the order of the competent local, municipal, regional or government authority responsible for the area;
  - ii) vermin and/or pests on the order of the competent local, municipal, regional or government authority responsible for the area;
  - iii) noxious fumes within the radius stated in the schedule of the Premises, on the order of the competent local, municipal, regional or government authority responsible for the area;
- d) shark or wild animal attack within the radius stated in the Schedule of the Premises;

- e) water pollution, other than drinking water, including pollution of any sea, beach, waterway, dam or river within the radius stated in the Schedule of the Premises;
- f) the threat of a bomb being planted at the Premises or within the radius stated in the schedule of the Premises or a bombing within the radius stated in the schedule of the Premises. The insurance by this extension does not cover any loss occasioned by or through or in consequence, directly or indirectly of any occurrence contained in General Exclusions 14 A (ii) or (iii);
- g) adverse weather conditions within the radius stated in the schedule of the Premises, of sufficient intensity and/or strength with the potential to cause damage to property or injury to persons;
- h) summons of the Insured or of any of the Insured's directors, partners or employees to appear as a witness in court proceedings.

For the purposes of this extension Indemnity period shall mean the period commencing with the occurrence or the date on which restrictions on the Premises were applied and ending not later than the number of months stated in the Schedule.

The cover granted by this extension does not include any costs arising from cleaning, repair, and recall, or checking the Premises.

## 6. Customers

The Insurer shall indemnify the Insured in respect of loss resulting from interruption of or interference with the Business in consequence of damage to property at any customer or customers premises, provided that:

- a) such damage would be covered under the Property section of this policy; and
- b) the customer and the dependency of such customer are stated in the Schedule.

## 7. Loss of liquor licence

The Insurer shall indemnify the Insured in respect of loss resulting from interruption of or interference with the business in consequence of a license granted in respect of the Premises for the sale by retail of excisable liquors the license becoming suspended or forfeited under the provisions of the appropriate legislation governing such licenses or refused renewal after due application for such renewal to the appropriate authority at any time during the Period of Insurance such suspension forfeiture or refused renewal being occasioned by reasons beyond the control of the Insured, provided that:

- a) if the Insured shall be entitled to obtain the payment of compensation under the provisions of any act of parliament in respect of the refusal to renew the license no claim shall arise under this section;
- b) in the event of death bankruptcy incapacity desertion of the premises or conviction for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty moral standing or sobriety of the tenant manager occupier or licensee the insured shall where practicable and at the request of the Insurer procure a suitable person to replace him and one to whom the justice will transfer the license or grant the license by way of renewal;
- c) if the forfeiture of or refusal to renew the license be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured or by any omission of the Insured to take any step necessary for keeping the license in force no claim shall arise under this section unless the Insured or any other claimant hereunder shall prove to the reasonable satisfaction of the Insurer that such matter was beyond his or their power or control;
- d) if refused renewal suspension or forfeiture of the license arises directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from an amendment of the law affecting the grant surrender refusal to renew suspension or forfeiture of licenses no claim shall arise under this section;
- e) the insured shall on becoming aware of any:
  - i) complaint against the premises or the control thereof;

- ii) proceedings against or conviction of the licensee manager tenant or occupier of the premises for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regard to his honesty moral standing or sobriety;
- iii) transfer or proposed transfer of the license;
- iv) alteration in the purpose for which the premises are used;
- v) objection to renewal or other circumstances which may endanger the license or renewal thereof immediately give notice thereof in writing to the Insurer and supply such additional information and give such assistance as the Insurer may reasonably require.

## 8. Loss of tourist attraction

The Insurer shall indemnify the Insured in respect of loss resulting in interruption or interference with the Business due to prevention of access or damage to the tourist attraction stated in the schedule. The indemnity period in respect of this extension shall not exceed the number of months stated in the Schedule.

## 9. Loss of trade

The Insurer shall indemnify the Insured in respect of loss in consequence of Damage to property forming part of, or contained in, the complex of which the Premises forms part, which results in a cessation or diminution of rental income to the business due to temporary falling away of potential tenants whether the Premises or Insured Property therein shall be damaged or not, shall be deemed to be loss resulting from Damage to the Insured Property at the Premises.

## 10. Maximum demand charges

The Insurer shall indemnify the Insured in respect of the maximum demand charges incurred by the Insured during the Indemnity Period in consequence of Damage to the Insured Property, which exceeds the normal rate payable by the Insured and/or those maximum demand charges which are not proportionally reduced in relation to the reduction in the amount of electricity or gas consumed.

## 11. Prevention of access

If Damage occurs to a property within the radius stated in the Schedule of the Premises that prevents or hinders the use of or access to the Premises, the Insurer will indemnify the Insured for loss of rent incurred as a result thereof, up to an amount not exceeding the percentage of the sum insured of the Premises affected.

## 12. Public relations expenses

The Insurer shall indemnify the Insured in respect of the cost of employing suitable public relations personnel to deal with press and public announcements and other necessary activities reasonably incurred in consequence of damage.

## 13. Public utilities

The Insurer will treat damage to property at electricity generating stations, sub-stations or transmission networks, gas-works 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 Insured and the telecommunications installation of any public authority which is empowered by law to supply a telecommunications facility to the Insured, as being Damage for the purposes of this extension, if the following apply:

- a) the damage would have been covered under the Property section of the policy if such damage had been sustained at the Premises as insured under the Property section;
- b) the damage results in hindering or stopping the supply of electricity, gas, water, sewage or telecommunications to the Premises and results in the interruption of or interference with the business.

## 14. Rail, road and air services

The Insurer shall indemnify the Insured in respect of loss resulting from interruption of or interference with the business

in consequence of Damage at the under noted situations and to under noted property shall be deemed to be loss from Damage:

- a) at the premises and property of any rail service;
- b) at the premises and property of any airport or terminal facility including aircraft;
- c) at the premises of any shipping terminal or cargo loading facility;
- d) to any road, tunnel, bridge or service accessory relating thereto; or
- e) to any road vehicle belonging to a customer of the Insured or a road transportation service;

provided that:

- a) such Damage has not been brought about by the direct or indirect action of any party which shall include strikes, labour disturbances, malicious Damage or intent thereof or political interference;
- b) should such interruption or interference arise from mechanical or electrical or electronic breakdown there shall be no liability under this extension for interruption or interference with the business unless such interruption or interference extends beyond 24 (twenty-four) hours from commencement thereof; and
- c) such Damage is restricted to only those premises situated, or property within the confines of the Republic of South Africa, Namibia, Botswana, Lesotho, eSwatini, Zimbabwe, Malawi or Mozambique.

## **15. Suppliers**

The Insurer shall indemnify the Insured in respect of loss resulting from interruption of or interference with the Business in consequence of damage to property at any suppliers, manufacturers or processors of component goods, materials or services, excluding any public supplier of electricity, gas or water, which supplies the Insured's business directly, provided that .

- a) such damage would be covered under the Property section of this policy; and
- b) the supplier and the dependency of such supplier are stated in the Schedule.

## DEFINED EVENTS

Loss of or damage to Money used in connection with the Insured Property insured by this policy.

## LIMIT OF INDEMNITY

The liability of the Insurer for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limitations stated in the Schedule.

## DEFINITIONS

### 1. Clothing

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

### 2. Insured person

shall mean any principal, partner, director or employee of the Insured.

### 3. Money

shall mean:

- a) cash, coins, bank and currency notes;
- b) SIM cards (such as a card for use in cellular communication devices), smart cards, phone cards, scratch cards, airtime vouchers and franking machine cards;
- c) purchase cards, credit cards, and credit card vouchers;
- d) cheques, travellers' cheques, postal orders, money orders, cancelled and uncanceled coupons, current negotiable postage, revenue and holiday stamps and unemployment insurance fund (U.I.F.) stamps;
- e) banker bonds, securities, bearer bonds, national savings certificates and tax redemption certificates;
- f) drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation;
- g) gambling chips, slot machine tokens, casino vouchers and tokens;
- h) any other documents, certificates or instruments of a negotiable nature.

### 4. Receptacle

shall mean any safe, strongroom, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.

## SPECIFIC LIMITATIONS

### 1. Major limit

Money:

- a) contained on the Insured Premises when open for business; or
- b) contained in a locked safe or strongroom situated in a building at the Insured Premises outside the hours during which the commercial operations of the Insured are conducted; and
- c) whilst in transit between the Insured Premises and a bank or site where the Insured is working for the payment of wages during business hours.

### 2. Seasonal limit

Money for the seasonal period (as described and stated in the schedule) during which the major limit sum insured is replaced by the insured amount reflected in the schedule under Seasonal limit.

### 3. Minor limits

In respect of money not contained in a locked safe or strongroom:

- a) while on the insured premises situated as stated outside the hours during which the commercial operations of the Insured are conducted, provided that the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- b) while in the residence of the Insured or any partner, director or employee of the Insured, provided that the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- c) while in the custody of any partner, director or employee of the Insured while away from the insured premises on a business trip anywhere in the world, provided that the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- d) in the custody of one or more (as stated on the Schedule) collectors or roundsmen, provided that the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- e) in the custody of one or more (as stated on the Schedule) cash on delivery (COD) delivery person, provided that the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event.

### 4. Safe or strongroom limits

In respect of any safe or strongroom, the limit shall be according to the South African National Standards (SANS) grading of such safe or strongroom detailed below:

|                                    |          |
|------------------------------------|----------|
| No S.A.N.S. grading                | R10,000  |
| S.A.N.S. category 1-grading        | R15,000  |
| S.A.N.S. category 2-grading        | R30,000  |
| S.A.N.S. category 2 HD-grading     | R60,000  |
| S.A.N.S. category 2 ADM-grading    | R150,000 |
| S.A.N.S. category 2 ADM-grading D3 | R200,000 |
| S.A.N.S. category 3-grading        | R275,000 |
| S.A.N.S. category 4-grading        | R500,000 |
| S.A.N.S. category 5-grading        | R750,000 |

provided that the Insurer's liability shall not exceed the limit stated in the Schedule under the seasonal limit for the premises concerned.

## CLAUSES AND EXTENSIONS: AUTOMATICALLY INCLUDED

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each clause and extension.

### 1. Clothing

In addition to any payment in respect of a defined event, the Insurer will indemnify the Insured in respect of clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money, provided that:

- a) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- b) the Insured shall bear the excess as stated in the Schedule in respect of each and every claim under this extension.

## 2. Contingency cover

Where the Insured has entered into a contract with a cash in transit Insurer or the Insured's bank to the effect that the cash in transit Insurer or bank will insure the Insured's money under their policy (hereinafter called "other policy"), the Insurer will subject to the terms, exclusions and conditions of this section and policy indemnify the Insured for a defined event on the following contingency bases:

### a) Difference in Conditions

should the other policy not provide indemnity due to a policy exclusion or a breach of a policy condition and should the bank or cash in transit Insurer not compensate the Insured, this section will operate as though such other policy did not exist; and

### b) Difference in Limits

should the amount recoverable in terms of the other policy be less than the limit of indemnity of this section, this section will provide cover for the difference between the amount recoverable under the other policy and the limit of indemnity of this section.

The limit of indemnity of this section is inclusive of and is not in addition to any amount recoverable under the other policy and in the settlement of all such losses, the amount recoverable under the other policy will be subtracted from the limit of indemnity of this section so that the actual claims payment will always be less than the limit of indemnity of this section.

The excess applicable to this section will be waived if the other policy responds to the loss, provided that where the indemnity provided by the other policy is less than this excess, the Insured shall still be responsible for a portion of the excess calculated by subtracting the amount paid by the other policy from the excess.

General Condition 19 of this policy (Other insurance) shall not apply to this extension.

## 3. Extortion

The Insurer will indemnify the Insured in respect of loss of or damage to money if the Insured or any director, member, partner, trustee, or employee of the Insured or a relative of any such person is threatened with physical harm which induces such person to take money belonging to the Insured, provided that the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity.

This extension will not apply for any loss which is insured or which would be insurable in terms of any section, policy or any other more specific insurance covering money.

## 4. Fatal injury

The cover granted by this section includes fatal injury to any principal, partner, director or employee of the Insured sustained whilst on the Premises and occasioned by outward and visible violence during an armed hold up. The Insurer will pay to the executors or administrators of the deceased's estate the sum stated in the Schedule, provided that death ensues within 3 (three) months of such injury.

## 5. Locks, keys, tags and remote access devices

In addition to the limit of indemnity stated in the Schedule, the Insurer will indemnify the Insured in respect of the cost of replacing locks, keys, tags and remote access devices to the insured premises stated in the Schedule following:

- a) the disappearance of any such keys, tags or devices to such receptacle; or
- b) following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such keys, tags or devices; and
- c) damage to the locks, keys, tags and remote access devices, provided that
- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule; and

- b) the Insured shall bear the excess as stated in the Schedule in respect of each and every claim under this extension.

## 6. Receptacles

In addition to any payment in respect of a defined event, the Insurer will indemnify the Insured in respect of receptacles lost or damaged as a result of theft of money or attempted theft of money, provided that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule; and
- b) the Insured shall bear the excess as stated in the Schedule in respect of each and every claim under this extension.

## 7. Skeleton keys

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

## CLAUSES AND EXTENSIONS: OPTIONAL

Subject otherwise to the terms, exclusions and conditions of this section and the General section, the cover under this section is amended or extended as set out below under each clause and extension where applicable as indicated in the Schedule to be included.

### 1. Bank automated telling machines

The Insurer will indemnify the Insured for loss or damage to money for which the Insured is responsible whilst in any bank automated telling machine, provided that:

- a) the Insurer's maximum liability shall not exceed, the amount stated in the Schedule; and
- b) the Insured shall bear the excess as stated in the Schedule in respect of each and every claim under this extension.

### 2. Credit or debit cards

The Insurer will indemnify the Insured against loss as a result of illegal use of any credit, charge, debit or cash card issued in the Insured's name, provided that:

- a) the card is used by an unauthorised person;
- b) the loss is reported immediately to the South Africa Police Service and the registered issuing administrator of the card after the loss of the card is discovered;
- c) the Insured complied with all terms and conditions of issue by the registered issuing administrator related to lost or stolen cards;
- d) the Insurer shall not indemnify the Insured for any losses arising after the issuers of such card have accepted liability for such unauthorised use; and
- e) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event.

### 3. Electronic funds and electronic airtime transfer fraud

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

- a) Loss of electronic monetary funds and electronic airtime is restricted to a reduction of such funds due to:
  - i) the Insured or any employee of the Insured being forced following violence or a threat of violence, to transfer such funds out of the Insured's bank account or to transfer such electronic airtime;
  - ii) theft of the Insured's bank cards;
  - iii) fraudulent use by a third party of the Insured's bank card or bank card number to purchase goods;
  - iv) the Insured's bank card or details being replicated by means of skimming at an ATM or pay point and subsequently being used to purchase goods, withdraw or transfer funds out of the Insured's bank account;

- v) the Insured's bank account or online banking facility or access to such electronic airtime being hacked by a third party;
  - vi) the fraudulent activity of any principal, partner, director or person or persons in the employ of the Insured discovered within the period contained in Specific Exclusion 1: Dishonesty of this section;
  - vii) the Insured or an employee of the Insured through a scheme or trick being misled into transferring funds out of the bank account of the Insured or transferring electronic airtime;
- b) The amount payable under this extension for any claim or number of claims during any one (annual) period of insurance (or twelve consecutive months from the inception date or anniversary date if this policy is paid monthly by debit order), shall not exceed in the aggregate the insured amount stated in the schedule against this extension;
- c) The Insured immediately report any incident mentioned under a) above including any loss or theft of a bank card to the relevant bank or the electronic airtime provider and immediately comply with all instructions of the bank to minimise further losses.
- d) The Insurer shall not be liable under this extension for loss of or damage to electronic monetary funds or electronic airtime:
- i) where the Insured and employees of the Insured have not followed all of the bank or electronic airtime provider's security recommendations and requirements, including password and number protection both prior to and after any loss;
  - ii) that can be recovered from the Insured's bank, the electronic airtime provider or any other insurance;
  - iii) where c) above has not been strictly complied with;
  - iv) arising out of an event described under a) vii) above and not discovered as being a fraudulent scheme or trick within 15 (fifteen) working days after the transfer of such funds.
  - v) if the Insured did not have reputable and updated internet security software installed on the device at the time of any breach as set out under a) v) above.

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

#### 4. Intercom system SIM card

The Insurer will indemnify the Insured in respect of charges levied to unauthorised telephone numbers following theft of a sim card from any intercom system.

#### 5. Personal accident (assault)

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

The Insurer will pay to the Insured, on behalf of such person or his estate, the sum or sums stated in the Schedule in the event of bodily injury to such person resulting within 24 (twenty-four) calendar months in,

- a) death the capital sum.
- b) permanent disability as follows the percentage of the capital sum specified:

| Permanent disability shall mean                                                 | Percentage of compensation |
|---------------------------------------------------------------------------------|----------------------------|
| Loss by physical separation at or above the wrist or ankle of one or more limbs | 100%                       |

|                                                                                                                                                                              |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Permanent and total loss of:                                                                                                                                                 |      |
| 1. Whole eye                                                                                                                                                                 | 100% |
| 2. Sight of eye                                                                                                                                                              | 100% |
| 3. Sight of eye except perception of light                                                                                                                                   | 100% |
| Permanent and total loss of hearing:                                                                                                                                         |      |
| 1. Both ears                                                                                                                                                                 | 100% |
| 2. 1 ear                                                                                                                                                                     | 25%  |
| Permanent and total loss of speech                                                                                                                                           | 100% |
| Injuries resulting in permanent total incapacity from following usual occupation or any other equivalent occupation for which such person is fitted by knowledge or training | 100% |
| Loss of four fingers                                                                                                                                                         | 70%  |
| Loss of thumb:                                                                                                                                                               |      |
| 1. Both phalanges                                                                                                                                                            | 30%  |
| 2. 1 phalanx                                                                                                                                                                 | 15%  |
| Loss of index finger:                                                                                                                                                        |      |
| 1. 3 phalanges                                                                                                                                                               | 15%  |
| 2. 2 phalanges                                                                                                                                                               | 10%  |
| 3. 1 phalanx                                                                                                                                                                 | 5%   |
| Loss of any other finger - each finger:                                                                                                                                      |      |
| 1. 3 phalanges                                                                                                                                                               | 10%  |
| 2. 2 phalanges                                                                                                                                                               | 8%   |
| 3. 1 phalanx                                                                                                                                                                 | 5%   |
| Loss of metacarpals:                                                                                                                                                         |      |
| 1. 1 <sup>st</sup> or 2 <sup>nd</sup> (additional)                                                                                                                           | 3%   |
| 2. 3 <sup>rd</sup> , 4 <sup>th</sup> or 5 <sup>th</sup> (additional)                                                                                                         | 2%   |
| Loss of toes:                                                                                                                                                                |      |
| 1. All on 1 (one) foot                                                                                                                                                       | 30%  |
| 2. Great (both phalanges)                                                                                                                                                    | 10%  |
| 3. Great (1 (one) phalanx)                                                                                                                                                   | 5%   |
| 4. Other than great, if more than 1 (one) toe lost, each                                                                                                                     | 5%   |

In the case of total and absolute incapacity from following usual business or occupation, the weekly sum specified in the Schedule shall be payable.

- c) The reasonable expenses incurred, up to the sum specified in the Schedule, shall be payable in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 (twenty-four) months of the defined event.

#### Memoranda (Applicable to Permanent Disablement Benefits)

- a) Where the injury is not specified, the Insurer will pay such sum as in its opinion is consistent with the above provisions.
- b) Permanent total loss of use of part of the body shall be considered as loss of such part.
- c) 100% (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:
  - i) the Insurer shall not be liable to pay in respect of any one such person more than the capital sum plus the sums specified under items 4a and 4b;

- ii) the sum specified under item 4c 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;
- iii) compensation payable under item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4;
- iv) this extension shall not apply to any insured person before they attain 15 (fifteen) years of age or after the expiry of the period of insurance in which they attain 75 (seventy-five) years of age;
- v) after suffering bodily injury for which any benefit may be payable under this extension, the insured person shall, when reasonably required by the Insurer so to do, submit to medical examination and undergo any treatment specified. The Insurer shall not be liable to make any payment unless this proviso is complied with to their satisfaction;
- vi) General Exclusion 9 and General Conditions 22 and 26 do not apply to this extension; and
- vii) in respect of this extension, only General Exclusion 14 is deleted and replaced by the following:

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

## EXTENSIONS TO THE PERSONAL ACCIDENT (ASSAULT) EXTENSION

### 1. Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereof.

### 2. Disappearance

In the event of disappearance of any such person in circumstances which satisfy the Insurer that the Insured person has sustained injury to which this personal accident (assault) extension applies and that such injury has resulted in the death of such person, the Insurer will, for the purpose of the insurance afforded by this extension, presume such persons death, provided that if, after the Insurer has made payment hereunder in respect of such person's presumed death, such person is found to be alive, such payment shall forthwith be refunded by the Insured to the Insurer, subject to the Insured being able to recover such payment from the person(s) to whom it was paid.

### 3. Search and rescue

The Insurer will, in addition, pay reasonable official search and rescue costs incurred as a result of, or in order to prevent, accidental bodily injury to any insured person following theft, attempted theft or hijack,

provided that:

- a) the Insurer will not be liable if such person is found in circumstances which are unlikely to result in accidental bodily injury; and
- b) the maximum liability of the Insurer under this extension in respect of any one such person shall be limited to the capital sum.

### 4. Trauma counselling

The Insurer will pay for costs incurred by any insured person undergoing treatment by a registered psychologist following such insured person being psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack, provided that the liability of the Insurer for such costs is limited to 10% (ten percent) of the compensation for death stated

in the Schedule in respect of any one claim or series of claims from one event.

## SPECIFIC EXCLUSIONS

The Insurer shall not be liable for loss of or damage to money:

### 1. Dishonesty

arising from dishonesty of any principal, partner, director or person or persons in the employ of the Insured not discovered within 14 (fourteen) working days of the occurrence thereof;

### 2. Error or omission

arising from shortage due to error or omission;

### 3. Use of keys

arising from the use of keys to any safe or strongroom unless the keys:

- a) are obtained by violence or threats of violence to any person; or
- b) are used by the keyholder or some other person with the collusion of the keyholder and the Insured can prove to the satisfaction of the Insurer that the keyholder or such other person had used the keys to open the safe or strongroom;

### 4. Unlocked safe or strongroom

in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strongroom is unattended but this exclusion will not apply if it can be shown to the satisfaction of the Insurer that the keyholder to the safe or strongroom deliberately left it unlocked with the intention of allowing the money to be stolen;

### 5. Locked safe or strongroom

not contained in a locked safe or strongroom whilst the portion of the premises containing such money is unattended but this exclusion will not apply if it can be shown to the satisfaction of the Insurer that the person(s) responsible for the money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen; or

### 6. In any vehicle

in any vehicle being used by the Insured unless a principal, partner, director or employee of the Insured is actually in such vehicle or, if not in such vehicle, is within 10 (ten) metres of it in a position from which the vehicle is clearly visible. This exclusion shall not apply following an accident involving such vehicle rendering the said person incapacitated.

Specific Exclusions 3, 4, 5 and 6 do not apply up to the amount stated in the schedule and such losses shall not be reduced by any excess.

## MEMORANDA

### 1. Dishonesty

Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director or person in the employ of the Insured (such person), as defined under this section, shall be subject to the following compulsory excess clause:

The amount payable hereunder in respect of an event involving any such person or any number of such persons acting in collusion shall be reduced by an amount equal to 10% (ten percent) of the claim subject to a minimum of R2,500 (two thousand five hundred Rand).

### 2. Fidelity insurance

The Insurer 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 excess or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

## SECURITY REQUIREMENTS (IF STATED IN THE SCHEDULE TO BE APPLICABLE)

### 1. Burglar alarm warranty

It is a condition precedent to the liability of the Insurer that a burglar alarm system will be installed in all premises stated in the Schedule to be subject to this condition and the Insured warrants that:

- the burglar alarm installed in the premises shall be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in or on the premises;
- the burglar alarm installed in the premises shall have adequate passive infrared motion detectors or beams installed to cover all entry or exit points (doors of any kind or description and all windows whether opening or not); and
- the passive infrared motion detectors or beams of the required alarm system are not obstructed or bypassed.

The insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by violence or threat of violence to any person.

The Insured warrants further that:

- they have a contract for burglar alarm services and such services shall include the services of a 24 (twenty-four) hour armed response unit;
- the control panel shall have an event log and the arming and disarming of the alarm shall be logged;
- after the occurrence of a claim, the Insurer will be entitled to request full information of the relevant event log; and
- such alarm will be maintained in proper working order but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;

provided that:

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

### 2. Burglar bars warranty

It is hereby declared and agreed that theft cover is subject to burglar bars being fitted to all the windows which can be opened, including inter alia louvre windows) of the building(s) situated on the premises as stated in the Schedule.

The following special exclusions will be applicable should the Insured not comply with this requirement in respect of any property that is insured under this section:

#### Special Exclusions

This section does not cover any loss or damage or claim directly or indirectly occasioned by or through or in consequence of

- theft or any attempt thereat (if insured under this section);
- theft (or attempt thereat) accompanied by forcible and violent entry into or exit from the buildings; or
- the actions of persons with wrongful intent during or following forcible and violent entry or exit from the buildings.

#### Warranty

It is further warranted by the Insured that the burglar bars referred to in this endorsement will not be altered or be removed unless agreed by the Insurer in writing.

### 3. Roller shutters warranty

It is hereby declared and agreed that theft cover is subject to roller shutters being fitted in front of all street facing shop fronts, glass and entrances of the building(s) situated on the premises as stated in the Schedule.

The following special exclusions will be applicable should the Insured not comply with this requirement in respect of any property that is insured under this section:

#### Special Exclusions

This section does not cover any loss or damage or claim directly or indirectly occasioned by or through or in consequence of:

- theft or any attempt thereat (if insured under this section);
- theft (or attempt thereat) accompanied by forcible and violent entry into or exit from the buildings; or
- the actions of persons with wrongful intent during or following forcible and violent entry or exit from the buildings. Warranty

It is further warranted by the Insured that the roller shutters referred to in this endorsement will not be altered or be removed unless agreed by the Insurer in writing.

### 4. Safety/security gates warranty

It is hereby declared and agreed that theft cover is subject to safety/security gates being fitted to all the outer doors (including inter alia sliding doors) of the building(s) situated on the premises as stated in the Schedule.

The following special exclusions will be applicable should the Insured not comply with this requirement in respect of any property that is insured under this section:

#### Special Exclusions

This section does not cover any loss or damage or claim directly or indirectly occasioned by or through or in consequence of:

- theft or any attempt thereat (if insured under this section);
- theft (or attempt thereat) accompanied by forcible and violent entry into or exit from the buildings; or
- the actions of persons with wrongful intent during or following forcible and violent entry or exit from the buildings.

#### Warranty

It is further warranted by the Insured that the safety/security gates referred to in this endorsement will not be altered or be removed and that the safety/security gates will be kept properly closed and locked at all times when the building(s) are left unattended.

### 5. Security guard condition

It is hereby declared and agreed that in respect of theft (as defined), or any attempt thereat, from any insured building at the insured premises stated in the Schedule, as being subject to the security guard condition, the following will be preconditions to the liability of the Insurer, and it is hereby warranted that:

- under a contract with a security firm (which is registered with the Security Officers' Board) the Insured has employed an employee(s) of the security firm to guard and protect the building;
- such employee(s) will be on duty whenever the building is not open for business, unless a principal, partner, director or employee of the Insured is in the building; and
- such employee(s) is/are in radio contact with the control room of the security firm and that the reaction unit of such security firm will react if assistance is called for.

## TRANSIT WARRANTY

It is a condition precedent to the liability of the Insurer and warranted that:

### 1. Money in transit up to R15,000 (fifteen thousand Rand)

money in transit up to R15,000 (fifteen thousand Rand) from and to the bank must be accompanied by no less than 2 (two) employees of the Insured and cover is only provided for direct uninterrupted transit between the Premises and the Insured's bank. Theft from unattended vehicles is specifically excluded;

### 2. Money in transit over R15,000 (fifteen thousand Rand) up to R50,000 (fifty thousand Rand)

money in transit over R15,000 (fifteen thousand Rand) from and to the bank must be convoyed by no less than 2 (two) armed

employees of the Insured or armed guards and cover is only provided for direct uninterrupted transit between the Premises and the Insured's bank. Theft from unattended vehicles is specifically excluded;

### **3. Money in transit in excess of R50,000 (fifty thousand Rand)**

money in transit in excess of R50,000 (fifty thousand Rand) from and to the bank must be convoyed by a registered specialised money transit courier, provided that:

- a) the vehicle transporting such money is never left unguarded;
- b) the Insurer will not be liable for the loss which is recoverable under the contract between the Insured and the specialised money transit courier;
- c) the Insured must have a contract between the specialised money transit courier and such contract is to be maintained in force during the currency of this policy.

Special condition

This transit warranty excludes the movement of money within the same building or between the buildings on the insured premises stated in the Schedule.

### **SPECIAL CONDITIONS APPLICABLE TO CHEQUES**

Any loss or series of losses attributable to one original event which is payable under this section and which results from the theft of any cheque or cheques shall be reduced by an excess of 25% (twenty-five percent) of the loss indemnifiable by this section unless:

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

## DEFINED EVENTS

The Insurer shall indemnify the Insured for losses occurring and discovered during the period of insurance for:

1. loss of money and/or other property belonging to the Insured or for which they are responsible, stolen by an insured employee;
2. direct financial loss sustained by the Insured as a result of fraud or dishonesty of an insured employee all of which occurs during the currency of this section which results in dishonest personal financial gain for the employee concerned; and
3. loss sustained by the Insured directly caused by theft by computer fraud by the employee if the computer losses extension has been included in the Schedule, provided that:
  - a) renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of the Insurer beyond the sum insured stated in the Schedule. If the period of insurance is less than 12 (twelve) months the Insurer's liability is limited to the sum insured stated in the Schedule for any 12 (twelve) month period calculated from inception or renewal;
  - b) the liability of the Insurer for all losses shall not exceed the sum insured stated in the Schedule whether involving any one employee or third party or any number of employees or third parties acting in collusion or independently of each other and the limit of indemnity is the total aggregate amount of the indemnity for which the Insurer shall be liable during any one period of insurance for all legal persons and events insured under this policy and payment of the total sum insured in any one period of the insurance by way of indemnity to one or more of such insured persons shall discharge the Insurer's liability in respect of all insured persons and events under this policy for that period of insurance;
  - c) where indemnity is provided to the Insured in terms of any insurance superseded by the policy, the liability of the Insurer shall be limited to only that proportion of the loss which is not payable in terms of the superseded policy;
  - d) all acts committed by any one person or in which such person is involved or implicated will be considered one event; and
  - 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.

## DEFINITIONS

### 1. Insured person

shall mean:

- a) any person while employed under a contract of service with or apprenticeship to the Insured;
- b) any person while hired or seconded from any other party into the service of the Insured;
- c) any person who is a commission agent of the Insured;
- d) any person being students, volunteers or persons employed on youth training or work experience schemes; or
- e) any member of the board of trustees of any pension fund, provident fund or benefit fund as defined in the Income Tax Act, 1962 established by the Insured for the benefit of employees referred to in (a),

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

### 2. In respect of defined event 3 loss

shall mean the actual loss of money or monetary funds or negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is responsible, provided that the loss does not include a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequence of a business or trade risk or venture or other speculative enterprise or investment or the provision or receipt or any suretyship or other security.

### 3. Theft

shall mean the dishonest appropriation of money, monetary funds or property with the intention to steal.

### 4. Computer fraud

shall mean the unlawful making of a misrepresentation with intent to defraud by means of access to or use, disclosure, processing, deletion, insertion, amendment, interception or manipulation of the information, data, software or systems of the Insured or of any banking institution holding, controlling or otherwise dealing with money or property of the Insured or for which the Insured is responsible which is initiated, implemented or completed electronically by use of a computer.

## SPECIFIC EXCLUSIONS

1. The Insurer shall not be liable for:
    - a) loss resulting from or contributed to by any defined event by:
      - i) any partner in or of the Insured to the extent that such partner would benefit by indemnity granted under this policy;
      - ii) any principal, director or member of the Insured unless such director or member is also an employee; or
      - iii) any employee from the time the Insured shall become aware that such employee has committed any fraud or dishonesty; or
    - b) any consequential losses of any kind following losses referred to under defined events.
  2. This section does not cover any Insurer or other legal entity acquired by the Insured during the period of insurance.
  3. The Insurer 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 programme, system, data or software by any insured employee who is employed in the Insured's electronic data-processing department or area.

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

- b) proprietary companies;
  - c) close corporations; or
  - d) trusts.
5. In respect of Defined Event 3 the Insurer shall not be liable for any loss which is insured or which would be insurable in terms of a Money or Theft Insurance Policy.

## SPECIFIC CONDITIONS

### 1. Apportionment of recoveries

If the Insured shall sustain any loss to which this section applies which exceeds the amount payable hereunder in respect of such loss, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the Insurer or for the amount of any excess) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Insurer and the Insured to the extent of their co-insurance in terms of the compulsory excess clause and/or Schedule.

### 2. Claims

- a) On the discovery of any event which may result in a claim under the policy, the Insured shall at their own expense:
  - i) give notice thereof to the Insurer as soon as reasonably possible but within a maximum period of 90 (ninety) days and provide particulars of any other insurance covering such events as are hereby insured;
  - ii) as soon as practicable after the event inform the police of any loss and take all practicable steps to discover the guilty party and to recover the stolen property;
  - iii) as soon as practicable after the event submit to the Insurer full details in writing of any claim;
  - iv) give the Insurer such documentary proof, information and sworn declarations as the Insurer may require.
- b) In the event of a claim being rejected and legal action not being commenced within 12 (twelve) months after such rejection all benefits afforded under the policy in respect of any such claim shall be forfeited.
- c) If after the payment of a claim in terms of the policy the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called upon to do so by the Insurer, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the Insurer all amounts paid in respect of the claim.
- d) When amounts recoverable from the Insurer are delayed pending finalisation of any claim, payments on account may be made to the Insured if required at the discretion of the Insurer.

### 3. Maintenance of systems and procedures

The Insured shall institute and/or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting his business as has been represented to the Insurer but the Insured may:

- a) change the remuneration and conditions of service of any employee;
- b) make such other changes as are approved beforehand in writing by the Insured's auditors.

### 4. Other insurances

It is a condition of this section that other than:

- a) a money policy;
- b) a policy declared to the Insurer 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; and
- d) this policy;

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

## CLAUSES AND EXTENSIONS: AUTOMATICALLY INCLUDED

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each clause and extension.

### 1. Accountants

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

### 2. 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 such person ceased to be an employee.

### 3. Unidentifiable employees

If a loss is alleged to have been caused by the fraud or dishonesty of any of the employees and the Insured shall be unable to designate the specific employee or employees causing the loss, the Insured's claim in respect of such loss shall not be invalidated by their inability to do so provided the Insured is able to furnish evidence to prove to the reasonable satisfaction of the Insurer that the loss was in fact due to the fraud or dishonesty of an employee acting alone or in collusion with others.

## CLAUSES AND EXTENSIONS: OPTIONAL

Subject otherwise to the terms, exclusions and conditions of this section and the General section, the cover under this section is amended or extended as set out below under each clause and extension where applicable as indicated in the Schedule to be included.

### 1. Computer losses

Provided the Insured has completed a satisfactory questionnaire, Specific Exclusion 3 and the computer losses excess clause are deleted.

### 2. Costs of recovery

If the Insured shall sustain any loss to which this section applies which exceeds the sum insured hereunder, the Insurer will, in addition to the sum insured, pay to the Insured costs and expenses not exceeding the amount stated in the Schedule necessarily incurred with the consent of the Insurer (which consent shall not be unreasonably withheld) for the recovery or attempted recovery from the employee in respect of whose dishonest or fraudulent acts the claim is made, of that part of the loss which exceeds the sum insured hereunder. All amounts recovered by the Insured in excess of the said part of the loss shall be for the benefit of the Insurer and the Insured to the extent of this co-insurance in terms of the compulsory excess clause and/or Schedule.

Cost of recovery Should any loss, as a result of an insured event under this section, exceed the limit of indemnity as stated on the Policy Schedule, we will pay the reasonable costs and expenses necessarily incurred by you for recovery or attempted recovery for that portion of loss, which exceeds the indemnity limit, from the insurable person. The most we will pay for this benefit is the amount stated on the Policy Schedule.

### 3. Extortion

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

- a) the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity; and
- b) this extension shall not entitle the Insured to indemnity in respect of any loss which is insured or which would be insurable in terms of a theft, money, motor or marine/transit insurance policy or any other more specific insurance covering money or goods.

#### 4. Legal fees

The Insurer will indemnify the Insured for all reasonable legal fees, costs and expenses incurred and paid by the Insured in the defence of any demand, claim, suit or legal proceeding which the Insured establishes to the satisfaction of the Insurer, resulted directly and solely from an insured defined event under this section that is not otherwise excluded under this section.

#### 5. Losses discovered more than 12 (twelve) months after being committed but not more than 24 (twenty-four) months thereafter

In consideration of the accounting firm named in the Schedule having conducted a satisfactory audit of the Insured's systems of:

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

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

Proviso 3 of the Defined Events (which limits cover to that part of losses discovered within 24 (twenty-four) months and Proviso 6 of the superseded insurance extension clause (if applicable) are deleted; and

the excess clause for losses discovered more than 12 (twelve) months after they were committed is deleted.

#### 6. Losses discovered more than 24 (twenty-four) months after being committed but not more than 36 (thirty-six) months thereafter

- a) In consideration of the payment of an additional premium, Proviso 3 of the defined events is restated to read:
  - i) "the Insurer is not liable for all losses which occurred more than 36 (thirty-six) months prior to discovery."
- b) If this section includes the superseded insurances extension, the period referred to in Proviso 6 thereof is increased from 24 (twenty- four) months to 36 (thirty-six) months.

#### 7. Managing agents

This section is extended to include the appointed managing agent as an insurable person. The appointment must be a written contract or written service level agreement between the managing agent and the Insured.

The maximum amount for which the Insured can claim due to any fraudulent misappropriation of funds by the Insured's appointed managing agent is the sum stated for this extension on the Schedule. The renewal of this policy from period to period, or any extension of any period of insurance shall not have the effect of accumulating or increasing the maximum amount the Insurer will pay.

For the purpose of this extension, a managing agent means a person or Insurer, their employees, contractors and other persons acting on behalf of or under their direction, with delegated functions, appointed by the Insured, to control, manage and administer the business or affairs of the Insured.

#### 8. Reduction/reinstatement of insured amount

The payment by the Insurer of any loss involving one employee or any number of employees shall not reduce the Insurer's liability in respect of the remaining insured employees, provided that:

- a) the maximum amount payable by the Insurer for all insured employees shall not exceed double the sum insured stated in the Schedule; and

- b) the insured pays additional premium calculated in terms of the following formula:

|                                                      |   |                                                                                  |
|------------------------------------------------------|---|----------------------------------------------------------------------------------|
| Annual premium in force<br>at time of discovery loss | X | $\frac{\text{Annual of claim}}{\text{Sum insured at time of discovery of loss}}$ |
|------------------------------------------------------|---|----------------------------------------------------------------------------------|

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

The words "annual premium" in the above calculation is amended to read "12 (twelve) times the monthly premium" for the policies paid by monthly debit order.

#### 9. Restoring of records or documents

This policy is extended to include costs, charges and expenses incurred by the Insured in replacing and/or restoring any computer files, data, media, documents, manuscripts, business books, plans, designs, specifications or programmes destroyed, damaged or lost as a result of loss insured by this policy, provided that the liability of the Insurer shall not exceed the amount stated in the Schedule.

Reinstating office records We will pay the costs, charges and expenses necessarily incurred by you in replacing and restoring any computer files and data media documents, manuscripts, business books, plans, design specifications or programmes destroyed, damaged or lost as a result of an insured event covered by this section of the policy up to the limit stated on the Policy Schedule.

#### 10. 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 12 (twelve) months of the expiration of this section.

#### 11. Superseded insurances

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 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 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 more than the number of years stated in the Schedule before inception of this section; and
- f) the Insurer is not liable for any loss which occurred more than 24 (twenty-four) months prior to discovery.

#### MEMORANDA

1. In the event of the discovery of any loss resulting from a defined event, the Insured may, notwithstanding anything to the contrary contained in General Condition 8, refrain from reporting the matter to the police but shall do so immediately should the Insurer require such action to be taken.

2. Non-disclosure by the person signing any proposal form or giving renewal or other instructions of their own fraud or dishonesty or that of others with whom they are in collusion shall not prejudice any claim under this section.
3. General Exclusions 9 and 14 and General Condition 26 do not apply to this section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.

## EXCESSES

### 1. Compulsory

The amount payable under the policy in respect of a defined event involving one person or any number of persons acting in collusion shall be reduced by the amount stated in the Schedule which amount shall be borne in full by the Insured and remain uninsured.

### 2. Computer losses

The amount payable under the policy in respect of a defined event involving one person or any number of persons acting in collusion shall be reduced by the amount stated in the Schedule which amount shall be borne in full by the Insured and remain uninsured.

### 3. Voluntary excess (if stated in the Schedule to be applicable)

In addition to the compulsory excess as stated in this section of the policy, the Insured shall be responsible for the voluntary excess as stated in the Schedule.

**DEFINED EVENTS**

Bodily injury (as defined herein) to any Insured Person resulting in death or disability (as specified in the Schedule under the heading circumstances) within 24 (twenty-four) calendar months, directly and independently of all other causes.

The Insurer will pay to the Insured, on behalf of such Insured Person or their estate, the compensation stated in the Schedule.

**COMPENSATION FOR PERMANENT DISABILITY**

| Permanent disability shall mean                                                                                                                                              | Percentage of compensation |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Loss by physical separation at or above the wrist or ankle of one or more limbs                                                                                              | 100%                       |
| Permanent and total loss of:                                                                                                                                                 |                            |
| 1. whole eye                                                                                                                                                                 | 100%                       |
| 2. sight of eye                                                                                                                                                              | 100%                       |
| 3. sight of eye except perception of light                                                                                                                                   | 100%                       |
| Permanent and total loss of hearing:                                                                                                                                         |                            |
| 1. Both ears                                                                                                                                                                 | 100%                       |
| 2. 1 ear                                                                                                                                                                     | 25%                        |
| Permanent and total loss of speech                                                                                                                                           | 100%                       |
| Injuries resulting in permanent total incapacity from following usual occupation or any other equivalent occupation for which such person is fitted by knowledge or training | 100%                       |
| Loss of 4 fingers                                                                                                                                                            | 70%                        |
| Loss of thumb:                                                                                                                                                               |                            |
| 1. Both phalanges                                                                                                                                                            | 30%                        |
| 2. 1 phalanx                                                                                                                                                                 | 15%                        |
| Loss of index finger:                                                                                                                                                        |                            |
| 1. 3 phalanges                                                                                                                                                               | 15%                        |
| 2. 2 phalanges                                                                                                                                                               | 10%                        |
| 3. 1 phalanx                                                                                                                                                                 | 5%                         |
| Loss of any other finger - each finger:                                                                                                                                      |                            |
| 1. 3 phalanges                                                                                                                                                               | 10%                        |
| 2. 2 phalanges                                                                                                                                                               | 8%                         |
| 3. 1 phalanx                                                                                                                                                                 | 5%                         |
| Loss of metacarpals:                                                                                                                                                         |                            |
| 1. 1 <sup>st</sup> or 2 <sup>nd</sup> (additional)                                                                                                                           | 3%                         |
| 2. 3 <sup>rd</sup> , 4 <sup>th</sup> or 5 <sup>th</sup> (additional)                                                                                                         | 2%                         |
| Loss of toes:                                                                                                                                                                |                            |
| 1. All on 1 foot                                                                                                                                                             | 30%                        |
| 2. Great (both phalanges)                                                                                                                                                    | 10%                        |
| 3. Great (1 phalanx)                                                                                                                                                         | 5%                         |
| 4. Other than great, if more than 1 toe lost, each                                                                                                                           | 5%                         |

**MEMORANDA**

- Where the injury is not specified, the Insurer will pay such sum as, in their opinion, is consistent with the above provisions.
- 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.

**DEFINITIONS**
**1. Emergency medical treatment**

shall mean medical treatment administered in response to an injury that of necessity requires immediate medical attention.

**2. Illness**

shall mean bodily illness, sickness or disease.

**3. Injury**

shall mean bodily injury caused by accidental, violent, external and visible means.

**4. Insured person**

shall mean:

- the principal, partner or, director of the Insured;
- any voluntary worker working on the Insured's behalf and at the Insured's direction without payment or reward or any expectation of any remuneration. A voluntary worker excludes any Scheme executives, employees, managing agents, contractors and any persons who receive payment or any form of reward for work performed.
- any person whilst employed under a contract of service with the Insured excluding managing agents and/or their employees or appointed contractors or their sub-contractors.

**5. Medical emergency**

shall mean any injury that threatens human life and which requires immediate medical intervention to preserve life.

**6. Medical expenses**

shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 (twenty-four) months of the defined event. Medical expenses will be deemed to include antiretroviral and prophylactic medication/treatment to avoid contracting the human immunodeficiency virus (HIV) as a direct result of bodily injury caused by accidental, violent, external and visible means, provided that the insured person is not human immunodeficiency virus (HIV) positive at the time of the treatment.

**7. Temporary total disability**

shall mean total and absolute incapacity from following usual business or occupation.

**RESTRICTED COVER (IF STATED IN THE SCHEDULE TO BE APPLICABLE)**
**1. Business limitation**

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.

## 2. Business hours plus commuting limitation

This section applies only in respect of accidental bodily injury to the insured person arising from and in the course of their employment with the Insured including travelling to and from work in a direct and timeous manner.

### PROVISOS

It is declared and agreed that:

#### 1. Limit any one person/conveyance/premises

the Insurer's liability in respect of:

- a) death and permanent disability is limited to the amount stated in the Schedule for any one insured person in respect of any one accident or series of accidents arising from one cause; and
- b) compensation for all persons insured under the stated benefits and personal accident sections of this policy while travelling in any one conveyance or while at any one premises is limited to the amount stated in the Schedule.

#### 2. Maximum compensation

the Insurer 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 insured person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability, medical expenses and any extensions which are applicable.

#### 3. Age limits

unless otherwise provided herein, this section shall not apply to any insured person:

- a) before they attain 15 (fifteen) years of age, or
- b) after the expiry of the period of insurance in which they attain 75 (seventy-five) years of age.

#### 4. Workmen's compensation enactment

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

#### 5. Medical examinations

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

#### 6. General conditions

General Conditions 22 and 26 do not apply to this section.

#### 7. War

in respect of this section only, General Exclusion 14 is deleted and replaced by the following:

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

### SPECIFIC EXCLUSIONS

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

1. 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;
2. by their suicide or intentional self-injury;
3. caused solely by an existing physical defect or other infirmity of such person;
4. 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);

5. as a result of their participation in any riot or civil commotion;
6. while they are, or as a result of their engaging in:
  - a) motor cycling (whether as a driver or passenger) other than on the business of the Insured;
  - b) racing of any kind involving the use of any power-driven:
    - i) vehicle;
    - ii) vessel; or
    - iii) craft; or
  - c) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.

### CLAUSES AND EXTENSIONS: AUTOMATICALLY INCLUDED

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each clause and extension.

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

The Insurer will pay in addition to the capital sum a further amount for funeral expenses for accidental death to the insured person, provided that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule; and
- b) the Insured can prove to the satisfaction of the Insurer that the insured person is a principal, partner, director or employee of the Insured at the time of the incident.

#### 2. Childcare assistance

The childcare assistance benefit will become payable by the Insurer to cover the cost of a professional childminder in the event of the following:

- a) if the insured person suffers bodily injury which results in an insured event covered under this section of the policy and stated in the table of benefits, or:
- b) the above insured person's child suffers bodily injury which results in an insured event covered under this section of the policy and stated in the table of benefits,

provided that:

- a) the child is under the age of 17 (seventeen) years, unless mentally handicapped;
- b) the insured person can provide proof that the professional childminder was hired;
- c) the maximum amount payable is R200 (two hundred Rand) per day up to a maximum of R10,000 (ten thousand Rand) irrespective of the number of children;
- d) the benefit will only be payable for a period not longer than 28 (twenty-eight) days;
- e) the benefit will only be payable if the child permanently resides with the insured person; and
- f) a 7 (seven) days excess period will apply.

#### 3. Crime

In the event of the insured person's death or permanent total disablement as a result of an accident which is as a direct result of a crime, the Insurer will pay an additional 10 (ten) percent of the insured person's death or permanent total disablement benefit up to the maximum stated in the table of benefits.

#### 4. Detention

In the event of the detention under duress of any insured person, other than by reasons of:

- a) engagement (or alleged engagement) in any political activity against the de jure or de facto government of the country where the detention occurs;
- b) failure to be in possession of the requisite visas, work permits or associated documents required by such country;
- c) involvement (or any allegation thereof) in any criminal activity; or
- d) debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;

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

If temporary total disability is insured, the Insurer will regard detention of the insured person as a claim for temporary total disability.

#### 5. Disappearance

In the event of the disappearance of any insured person in circumstances which satisfy the Insurer that he has sustained injury to which this section applies, and that such injury has resulted in his death, the Insurer will, for the purposes of the insurance afforded by this section, presume his death provided that if, after the Insurer shall have made payment hereunder in respect of his presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Insurer subject to the Insured being able to recover such payment from the person(s) to whom it was paid.

#### 6. 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.

#### 7. Emergency transportation/search and rescue

The Insurer will pay costs and expenses in addition to the cover provided under the medical expenses extensions necessarily incurred for:

- a) emergency transportation; and
- b) search and rescue, including freeing and bringing an insured person to a place of safety;

as a result of, or in order to prevent, accidental bodily injury to an insured person, provided that:

- a) the Insurer will not be liable if an insured person is found in circumstances which are unlikely to result in accidental bodily injury;
- b) the Insurer's maximum liability shall not exceed the amount stated in the Schedule for any one insured person for each and every claim.

#### 8. Hijacking, abduction or kidnapping

If there is an unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the insured person is travelling, or if the insured person is abducted or kidnapped, the cover in terms of this section shall continue in force for the duration of such an occurrence, or 12 (twelve) months from the date of such occurrence, whichever is the lesser period.

If temporary total disability is insured, the Insurer will regard the hijacking, abduction or kidnapping of an insured person as a claim for temporary total disability, provided that:

- a) the Insurer's liability is limited to the period of hijacking, abduction or kidnapping or eight weeks, whichever is the lesser; and
- b) no compensation shall be payable if any member of the insured person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

#### 9. 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 the insured person is delayed solely by the use, for periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

The Insurer will, in addition to any compensation payable, pay for the reasonable costs and expenses incurred as a result of a defined event in respect of hire costs for life support machinery, equipment or apparatus, provided that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule for any one insured person for each and every claim; and
- b) this extension shall not increase the maximum compensation payable by the Insurer in terms of Proviso 1 (Accumulation limit).

#### 10. Mobility

When the Insurer has admitted a claim for permanent total disablement and as a direct result of that disablement the insured person is permanently dependent on a wheelchair for mobility, the Insurer will pay for:

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

#### 11. Paraplegia

When the Insurer has admitted a claim for permanent total disability, and as a direct result the accidental bodily injury results in complete paralysis of the lower half of the body, including both legs, of the insured person, the Insurer will, in addition to any amount payable for permanent total disability, pay 10% (ten percent) of the benefit paid for permanent total disability subject to a minimum of R50,000 (fifty thousand Rand) and up to a maximum of R500,000 (five hundred thousand Rand).

#### 12. Quadriplegia

When the Insurer has admitted a claim for permanent total disability, and as a direct result the accidental bodily injury results in complete paralysis of all four limbs of the insured person, the Insurer will, in addition to any amount payable for permanent total disability, pay 25% (twenty-five percent) of the benefit paid for permanent total disability subject to a minimum of R100,000 (one hundred thousand Rand) and up to a maximum of R1,000,000 (one million Rand).

#### 13. Rehabilitation

Where the Insurer has admitted a claim for permanent disability, and as a direct result of that disability an insured person is unable to follow his usual business or occupation but can be retrained to carry out another business or occupation, the Insurer will, in addition to any permanent disability benefit agreed, pay 80% (eighty percent) of the retraining costs, plus any costs incurred in adjusting the insured person's workplace, provided that the maximum amount payable by the Insurer in respect of an accident or series of accidents arising from one cause will not exceed the amount stated in the Schedule for any one insured person.

#### 14. Repatriation costs

The Insurer will pay in addition to the capital sum stated in the Schedule reasonable and necessary expenses for any insured person who is hospitalised away from their normal place of residence and requires medical assistance in order to return, will be repatriated, by road or air, whichever is the most appropriate, to their home town hospital or residence within the area and, in the event that death occurs whilst the insured person is away from home, repatriation of the mortal remains will be performed to the member's city or town of residence.

In addition to the above, the Insurer will pay reasonable and necessary expenses in the event that any minors are left

stranded due to a medical emergency occurring or death of an insured person whilst such insured person is away from home. Arrangements will be made to accompany the minors back to their residence or to another place of safety, on condition that both the latter are in the area, provided that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule for any one insured person for each and every claim; and
- b) the Insured can prove to the satisfaction of the Insurer that the insured person is a principal, partner, director or employee of the Insured at the time of the incident.

## 15. Seat belt extension

The Insurer will pay an additional 10% (ten percent) of the insured person's death or permanent total disablement benefit, up to the maximum amount as stated in the table of benefits, provided that the insured person was wearing a properly fastened, original, factory- installed seat belt while operating or travelling as a passenger in a private motor vehicle when the accident causing the death or permanent total disablement occurs. Verification of the actual use of the seat belt at the time of the accident must be a part of an official report of the accident or must be certified in writing by the investigating officer(s).

## 16. Substitute persons

Any person employed by the Insured during the period of insurance as a direct replacement for an insured person named in the Schedule will automatically be covered by this section, provided that:

- a) such changes are declared to the Insurer at the end of the period of insurance; and
- b) there is no difference in occupation between the substitute person and the person being substituted.

## 17. Territorial limits

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

## CLAUSES AND EXTENSIONS: OPTIONAL

Subject otherwise to the terms, exclusions and conditions of this section and the General section, the cover under this section is amended or extended as set out below under each clause and extension where applicable as indicated in the Schedule.

### 1. Assault and trauma cover

Should an insured person sustain psychological trauma necessitating counselling by a qualified and registered professional counsellor, psychiatrist or psychologist, the Insurer will in addition to and subject to any compensation payable for permanent disability and/or temporary total disability, pay such person's counselling expenses up to the limit of compensation as specified in the Schedule. The Insurer will provide unlimited telephonic counselling as a result of any traumatic event, including:

- a) attempted theft or hold up;
  - b) burglary;
  - c) the hijacking or attempted hijacking of a vehicle;
  - d) medical trauma following a defined event;
  - e) assault or violent crime;
  - f) a motor vehicle accident;
  - g) kidnapping;
  - h) bereavement following the death of an insured person;
  - i) post-traumatic stress;
  - j) potential human immunodeficiency virus (HIV) exposure; and
  - k) a disability as defined in this section of the policy;
- provided that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule for any one insured person for each and every claim; and

- b) the Insured can prove to the satisfaction of the Insurer that the insured person is a principal, partner, director or employee of the Insured at the time of the incident.

## 2. Burns disfigurement

Subject to the exclusion shown below, the following item is added to the definition of Permanent disability:

|                                                                                                      | Percentage of compensation                                                                                 |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Permanent disfigurement resulting from accidental external burns to the combined surface area of the |                                                                                                            |
| Face and neck:                                                                                       |                                                                                                            |
| 1. 100% surface area disfigurement                                                                   | 50%                                                                                                        |
| 2. Less than 100% surface area disfigurement                                                         | The proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement |
| Remaining parts of the body other than the face and neck:                                            |                                                                                                            |
| 1. 100% surface area disfigurement                                                                   | 25%                                                                                                        |
| 2. Less than 100% surface area disfigurement                                                         | The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement |

The Insurer shall not pay under any sub-item of this extension unless the disfigurement exceeds 10% (ten percent) for the sub-item under which a claim is lodged.

## 3. Mountaineering with rope

It is hereby declared and agreed that Specific Exclusion (f) (iii) is amended to read as follows:

winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.

## 4. Passive war

Notwithstanding anything to the contrary contained in Proviso 6, bodily injury shall be deemed to include injury to such person caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, insurrection, rebellion, revolution, military or usurped power, provided that:

the Insurer shall not be liable to pay compensation for death, disability or medical expenses in respect of such person as a result of such person directly and/or actively taking part or engaging in aforementioned activities whilst serving in any armed force or otherwise, save, where applicable, only to the extent of taking such actions or steps as are reasonably required to protect themselves, their family or the property of their employer.

If the Insurer alleges that, by reason of the proviso, the bodily injury to such person is not covered by this extension the burden of proving the contrary shall rest on the Insured.

## 5. Polo on horseback

It is hereby declared and agreed that Specific Exclusion (f) (iii) is amended to read as follows:

mountaineering necessitating the use of ropes, winter sports involving snow or ice, steeplechasing, professional football or hang-gliding.

## 6. Private motorcycling

It is hereby declared and agreed that Specific Exclusion (f) (i) is deleted.

**SUB-SECTION A: LOSS OR DAMAGE**
**DEFINED EVENTS**
**1. Loss or damage**

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

**2. Additional costs**

- a) Within the Borders of the Republic of South Africa only:

In addition to any defined event that occurs inside the Republic of South Africa, the Insurer will pay for:

- i) Protection and removal (towing)  
the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;
- ii) Storage and release fees  
the reasonable cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;
- iii) Delivery after repair  
the reasonable cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured,

provided that such costs for the combination of 2 a) i), ii) and iii) shall not exceed the amount stated in the Schedule under the heading towing, storage and release fees: within RSA.

- b) Outside the Borders of the Republic of South Africa (if stated as included in the Schedule)

In addition to any defined event that occurs outside the Republic of South Africa, the Insurer will pay for:

- i) Protection and removal (towing)  
the cost of protection and removal to the nearest border of the Republic of South Africa or place of safety if such vehicle is disabled by reasons of any loss or damage insured hereby. The Insurer will also pay the reasonable cost of moving the insured vehicle from the Republic of South Africa's border to the nearest approved repairer within the Republic of South Africa;
- ii) Storage and release fees  
the reasonable cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;
- iii) Delivery after repair  
the reasonable cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured,

provided that:

- i) such costs for the combination of 2 b) i), ii) and iii) above shall not exceed the amount stated in the Schedule under the heading towing, storage and release fees: outside RSA;
- ii) if the insured vehicle cannot be repatriated to the Republic of South Africa on the grounds that the vehicle is a write-off, the Insurer will deduct 15% (fifteen percent) from the settlement due to the Insured; and
- iii) the Insurer shall not be liable to pay for government-imposed duties, charges, bribes or stamps relating to the repatriation of the vehicle.

- c) Temporary/emergency repairs

In addition, if the vehicle is disabled by reason of any damage insured hereby, the Insurer will pay the reasonable cost of protection and removal to the nearest repairers and the Insured may give instructions for repairs to be executed without the previous consent of the Insurer to the extent of but not exceeding the amount stated in the Schedule, provided that a detailed estimate is first obtained and immediately forwarded to the Insurer.

**PROVISIONS**
**1. Accessories and/or extras**

The Insurer will indemnify the Insured in respect of:

loss of or damage to accessories and/or extras by any accident or misfortune not otherwise excluded. The basis of indemnity shall be as follows:

- a) accessories and/or extras not specified in the Schedule will be included in the vehicle sum insured:
  - i) and shall be depreciated with the vehicle value as determined by defined event 4 (Limit of Indemnity) under this section;
  - ii) the motor excesses as set out in the Schedule shall apply.
- b) accessories and/or extras specified in the Schedule and shown separately:
  - i) shall be the replacement value of the item(s) or the sum insured, whichever is the lesser;
  - ii) shall be deemed to be in addition to the vehicle sum insured; and
  - iii) the basic motor excess set out in the Schedule shall apply;

provided that:

- a) if the replacement value of the accessory at the time of the loss or damage is of greater value than the Insured amount thereof, the Insured shall be considered his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each accessory listed in the Schedule shall be separately subject to this condition;
- b) where the accessory consists of articles of a pair or set, the Insurer shall be liable for the value of the entire pair or set only if replacement of the individual item in the pair or set is not possible; and
- c) where the accessory includes vehicle tyres, the Insurer will reduce any settlement to the Insured in relation to the tyres, in proportion to the tyre tread used.

**2. Accumulation**

The maximum amount payable by the Insurer in respect of any one event, irrespective of the number of insured Vehicles lost or damaged shall not exceed in the aggregate the limit of indemnity for this section as stated in the Schedule.

Where an event gives rise to a claim which forms the subject of indemnity by more than one policy, each policy shall apply separately and be subject to its own separate limit of indemnity, provided always that the maximum amount payable the Insurer shall be limited to the greatest limit of indemnity available under any one policy affording indemnity for the claim.

**3. Audio, video, communication and navigation equipment**

The Insurer will indemnify the Insured in respect of:

loss of or damage to audio, visual, communication and navigation equipment and any other equipment of a similar nature by any accident or misfortune forming a permanent part of the vehicle.

The basis of indemnity shall be as follows:

- a) if factory fitted by the manufacturer of the vehicle when new:
  - i) the replacement value of the item(s) shall be deemed to be included in the vehicle sum insured; and
  - ii) the motor excesses as set out in the Schedule shall apply.
- b) not factory fitted by the manufacturer of the vehicle when new (after-market installation):
  - i) the replacement value of the item(s) up to the amount stated in the Schedule; and
  - ii) subject to the excess as stated in the Schedule applicable to this limitation; and
- c) if specified as a separate item(s) in the Schedule:
  - i) the replacement value of the item(s) up to the amount stated in the Schedule; and
  - ii) subject to the excess as stated next to such item(s) in the Schedule.

The Insurer will also indemnify the Insured in respect of any such equipment which has been removed from the vehicle, provided that:

- a) the equipment is designed to be removed or partly removed; and
- b) the equipment cannot function without the vehicle.

#### 4. Excess

In respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, the Insured shall be responsible for the excesses stated in the Schedule (according to the type of vehicle) of any expenditure for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), or any less expenditure which is actually incurred, and of any expenditure by the Insurer in the exercise of any discretion it may have under this insurance.

If the expenditure incurred by the Insurer shall include any excess for which the Insured is responsible, such amount shall be paid by the Insured to the Insurer forthwith.

The excess, as referred to under the following excess descriptions apply to all motor claims in respect of the specific cause of loss:

##### a) Basic

The excess applicable to all sub-section A: Own damage claims.

##### b) Additional excesses

The following additional excess(es) apply to all sub-section A: own damage claims, (where applicable for a specific type of vehicle and stated accordingly in the Schedule:

##### i) Accidents between 22h00 and 04h00

The additional excess payable in the event of a claim whilst the vehicle is being driven by any person between the hours of 22h00 and 04h00.

##### ii) Driver under 25 (twenty-five) or over 75 (seventy-five) years of age

The additional excess payable in the event of a claim whilst the vehicle is being driven by any person under the age of 25 (twenty-five) years and over 75 (seventy-five) years of age.

##### iii) License less than 2 (two) years

The additional excess payable in the event of a claim whilst the vehicle is being driven by any person licensed for less than 2 (two) years.

##### iv) Single vehicle accidents/No third-party details supplied For the purpose of this excess:

##### a. Single vehicle accident

shall mean where the insured vehicle(s) is in involved in an accident and there is no other vehicle(s) involved in

the collision of the vehicle(s) and/or no other vehicle(s) causing the collision with the insured vehicle(s). The excess stated in the schedule shall not apply to any incidents giving rise to a valid claim in terms of the policy caused by fire, self-ignition, lightning or explosion or by theft or any attempt thereof.

##### b. No Third-Party Details Supplied

shall mean where the insured vehicle(s) is in involved in an accident and a third party is the cause of the collision of the insured vehicle(s), whether a collision of the said vehicle(s) took place or not, and the insured is unable to supply the insurer with the third party details.

##### c) Theft or hijack (or any attempt thereof)

##### i) Theft or hijack (or any attempt thereof) of the insured vehicle

The excess payable in respect of theft or hijacking (or any attempt thereof) of the insured vehicles and applies independently and is not additional to any other excesses stated.

Where the vehicle is stolen or hijacked and later recovered prior to the settlement of a valid claim in terms of the policy and is damaged, the amounts mentioned for the basic excess (where applicable) will be payable with regards to damage to the insured vehicle.

Should the vehicle be recovered after the settlement of a claim, the Insured will be repaid the theft or hijack excess (as applied).

##### ii) Theft of any parts or accessories or extras permanently fitted to the vehicle

The excess payable in respect theft of any parts or accessories or extras permanently fitted to the vehicle including damage caused to the vehicle in an attempt to remove such parts or accessories or extras. The excess stated in the Schedule under Theft or hijack (or any attempt thereof) is applicable per vehicle involved in the same event or occurrence giving rise to a claim and is not additional to any other excesses stated.

#### 5. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the Insurer in respect of such loss or damage, but shall not exceed the reasonable market value of the vehicle (or other basis of indemnity selected being Retail Value or Agreed Value as indicated in the Schedule) and its accessories and spare parts at the time of such loss or damage. The reasonable Market Value or Retail Value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers' Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd.

Where the particular make and model of the vehicle is not provided in the Guide, then the average value decided by 3 (three) independent motor industry sources of our choice will be used as the Market Value or Retail Value (as stated in the Schedule) of the vehicle. The value of the vehicle will be adjusted according to its kilometre reading and condition and accessories and spare parts specified in the Schedule.

Where the particular make and model of the insured vehicle(s) is not reflected in the TransUnion Auto Information Auto Dealers' Guide or Commercial Vehicle Dealers' Guide – for vehicles over 10 (ten) years old, then an average value given for the insured vehicle(s) by 3 (three) independent motor industry sources of the Insurer's choice will be used to determine the Market Value of the insured vehicle(s).

#### 6. Repair, reinstate or replace

- a) The Insurer may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable Market Value of such vehicle (or other basis of indemnity selected being Retail Value or Agreed Value as indicated in the Schedule) and/or

its accessories and/or spare parts at the time of such loss or damage. The amount of any loss or damage shall be limited to the reasonable cost of repair or replacement which may at the Insurer's discretion necessitate the use of second-hand parts or parts obtained from sources other than the agents and/or manufacturers.

- b) If the Insurer replaces or reinstates such vehicle, the Insurer shall have the option to take ownership of the vehicle.
- c) If the Insurer decides to either repair or replace, the Insurers will not be obliged to do so exactly, but only as circumstances reasonably allow. The Insurer may use any supplier or repairer of the Insurer's choice, if the Insurer repairs or replaces any loss or damage.

## 7. Suspensive sale

If, to the knowledge of the Insurer, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Insurer in respect of such loss or damage.

## SPECIFIC EXCLUSIONS (APPLICABLE TO SUB-SECTION A)

The Insurer shall not be liable to pay for:

1. consequential loss as a result of any other cause whatsoever;
2. depreciation in value whether arising from repairs following a defined event or otherwise;
3. wear and tear;
4. mechanical, electronic or electrical breakdowns, failures or breakages;
5. damage to:
  - a) tyres by application of brakes or, by road punctures, cuts or bursts; and
  - b) springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
 unless damage to tyres or springs/shock absorbers is accompanied by damage to other related parts of the vehicle;
6. damage to the vehicle resulting directly from the vehicle not being roadworthy as set out in the National Road Traffic Act, 1996 (as amended) or any replacement statute, or of any provincial or local proclamation or statute which is applicable to the insured vehicle.

## CLAUSES AND EXTENSIONS (APPLICABLE TO SUB-SECTION A ONLY)

### 1. Air freight of replacement parts

This insurance covers the cost of air freighting and express delivery for replacement of parts and accessories upon damage to the vehicle as a result of a defined event, provided that such costs do not exceed 50% (fifty percent) of the amount that the repair or replacement costs would have been had such additional cost not been incurred and that the liability of the insurer shall not exceed the limit of indemnity for any one vehicle stated in the Schedule.

### 2. Automatic additions

The Insurer shall be liable for any additional vehicle purchased, leased or hired that does not appear on the Schedule for up to the lesser of:

- a) the amount as stated in Schedule; or
- b) the vehicle's retail value; or
- c) the vehicle's purchase price;

provided that the Insured:

- a) notifies the Insurer within 14 (fourteen) days of the date of the purchase, lease, hire or sale; and
- b) pays any additional premium requested by the Insurer.

### 3. Baggage/Luggage (if stated as included in the Schedule)

The Insurer will indemnify the Insured for loss of or damage to passenger or own luggage in transit provided that:

- a) the bus and/or its trailer are Comprehensively insured under this policy;
- b) the luggage shall be the replacement value of the item(s) lost or damaged;
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim;
- e) this extension does not cover:
  - i) theft from any unattended Vehicle unless the property is contained in a completely closed and secured compartment of the vehicle or locked trailer;
  - ii) vermin, insects, damp, mildew or rust;
  - iii) dishonesty of the employee of the Insured whether acting alone or in collusion with others;
  - iv) mechanical, electrical breakdown, failure, breakage or derangement unless caused by an Incident;
  - v) loss of cash, bank and currency notes;
  - vi) loss of electronic equipment, cellphones and other mobile devices;
  - vii) loss of firearms.

### 4. Credit shortfall (if stated as included in the Schedule)

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the Insurer will pay to the Insured an additional amount equal to the shortfall less:

- a) any arrears instalments or rentals including interest payable on such arrears;
- b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled; and

- d) the excess under sub-section A;

provided always that:

- a) the amount payable shall not exceed the maximum indemnity less the excess under sub-section A. 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; and
- b) 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.

### 5. Fire extinguishing charges

The Insurer will indemnify the Insured in respect of any costs not exceeding the amount stated in the Schedule relating to the extinguishing or fighting of fire. The costs shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Insurer may be liable in terms of this section, provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

### 6. Locks, keys, tags and remote access devices

The Insurer will indemnify the Insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, access cards/tags following:

- a) the disappearance of any key or alarm controller of such vehicle or access cards/tags; or

- b) the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller or access card/tag; and
- c) damage to the locks, keys, tags and remote access devices, provided that:
  - a) the Insurer's liability shall not exceed the amount stated in the Schedule in respect of any one event; and
  - b) the Insured shall be responsible for the excess stated in the Schedule in respect of any one event.

## 7. Loss of fuel

The cover provided under sub-section A is extended to include loss of fuel from the fuel tank of the vehicle as a result of:

- a) a collision involving the vehicle; or
- b) theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

provided that:

- a) the policy provides comprehensive cover in respect of the insured vehicle(s);
- b) on the happening of any event which may result in a claim under this extension, the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of the loss;
- c) the liability of the Insurer under this extension shall not exceed the amount stated in the Schedule, in respect of any one occurrence, for each of the motor vehicle definitions as described in the policy wording;
- d) the Insured shall be responsible for the excess applicable to this extension as stated in the Schedule.

## 8. Loss of use (if stated as included in the Schedule)

- a) Insured event

The Insurer will pay the daily rate, as stated in the Schedule, for the period the Insured is unable to use the insured vehicle(s) as stated in the policy Schedule, provided always that:

- i) loss or damage is the subject of a valid claim under sub-section A and the Insurer is liable to indemnify the Insured;
- ii) compensation under this section will start after the time excess stated in the Schedule following the date of authorisation of repairs by the Insurer and will continue until the date that the Insured is notified that the vehicle is ready to be collected from the repairer. If the vehicle is written off, compensation will continue until the date that the initial agreement of loss is tendered to the Insured or the maximum period has passed, as stated in the Schedule, whichever is the lesser;
- iii) the Insurer will pay compensation for a maximum of the days stated in the Schedule, unless the vehicle is declared to be a total loss, provided that the Insurer's liability in respect of this section for a single event does not exceed the amount stated in the Schedule;
- iv) should the insured vehicle be declared a total loss, cover will cease on the day that the initial agreement of loss is tendered by the insurer of this section of the policy, provided that the maximum period of compensation for vehicles which are declared to be a total loss is 30 (thirty) days; and
- v) if the vehicle is stolen or hijacked, compensation will commence from the time the Insurer is first notified of the theft or hijack of the insured vehicle. Compensation will cease on the day that the insurer of this section of the policy tenders the initial agreement of loss to the Insured or the maximum period, as stated in the Schedule, whichever is the lesser, or the date on which the vehicle is recovered.

- b) Special exclusion

The Insurer shall not be liable to pay for loss or damage resulting from mechanical, electrical or electronic breakdown of the insured vehicle.

## 9. Personal documents (if stated as included in the Schedule)

The Insurer will pay the Insured or the Insured's driver for the cost of replacing lost or damaged:

- a) personal documents including identity documents, passports, visas and vaccination certificates in respect of the value of the materials and the cost of labour to replace such personal documents;
- b) printed road maps or nautical maps, travel guides, permits or certificates which allow any insured vehicle or vessel entry into or exit from countries or waters in respect of the value of the materials and the cost of labour to replace such personal documents;
- c) cassette tapes and/or compact discs;
- d) USB flash drives;
- e) vehicle electronic equipment chargers;
- f) audio cables.

Provided that:

- a) the insured vehicle is stated in the Schedule in respect of this extension; and
- b) the Insurer's liability is limited to the amount stated in the Schedule for any one claim.

## 10. Pothole (if stated as included in the Schedule)

- a) Defined events (Excluding motorcycles)

In the event of any of the insured tyres, rims, suspension and/or undercarriage suffering damage from a pothole (as defined), the Insurer will indemnify the Insured against the cost of repairs or replacement limited to the amounts stated in the schedule.

- b) Defined events (motorcycles)

- i) Basic cover: Tyres and valves

The Insurer will indemnify the Insured against the cost of repair or replacement of a tyre including valves and balancing in the event of accidental damage to a tyre caused by hard braking, cuts, bursts or road inequalities. The Insurer will compensate the Insured for the cost of repair or replacement of a tyre including valves and balancing according to the terms and conditions of this section of the policy as stated below.

- ii) Extended cover: Rims, tyre safety devices and suspension

The Insurer will indemnify the Insured against the cost of repair or replacement of a rim, mag, tyre safety device and/or suspension in the event of accidental damage to a rim and/or suspension caused from a pothole (as defined). The Insurer will indemnify the insured against the cost of repairs or replacement limited to the amounts stated in this section of the policy wording.

- c) Definitions applicable to this extension

- i) Costs of repair

means the usual and reasonable charges for components and/or labour to repair the Insured's tyres, rims, suspension and/or undercarriage as defined.

- ii) Insured tyres and valves

means any:

- a. single tyre and rim fitted to the eligible insured vehicle; or
- b. 2 (two) tyres including valves and balancing fitted to the motorcycle.

- iii) Limit of indemnity

means the maximum compensation the Insurer will pay, subject to the limits/sums insured/benefits stated in the Schedule.

- iv) Pothole

means a depression, hollow, hole, pit, ditch, cavity, trench, crack, break or tear in a road surface caused by wear or

subsidence in the road surface. Cover includes exposed manhole covers. Cover excludes speed humps/speed bumps.

v) Rims

means the wheel and the outer edge of a wheel onto which the inside edge of the tyre is mounted.

vi) Road

means an open generally public way, long, narrow stretch with a smoothed, paved or tarred surface, made for the passage of vehicles, people, and animals, between two or more points, street or highway.

vii) Road surface

means the asphalt, concrete or tarred surface of a road as defined only.

viii) Suspension

means the any component of the mechanical suspension system comprising of springs or shock absorbers connecting the wheels and axles to the chassis of a wheeled vehicle. This system includes other devices that insulate the chassis of a vehicle from shocks transmitted through the wheels.

ix) Tyre safety device

means any mechanical or electronic device designed to provide information and/or protection in connection with the tyres of a vehicle.

x) Undercarriage

shall mean damage to underside parts of the eligible insured vehicle. Cover includes damage to the engine, exhaust system and other parts forming part of the underneath of such vehicle.

d) Specific exceptions applicable to this extension

This policy does not cover loss of or damage related to or caused by:

- i) tyres, where the tyre tread depth is below the legal limit allowed for in the regulations under the Road Traffic Act;
- ii) any loss or damage not arising from pothole damage as defined;
- iii) any consequential losses incurred as a result of the damage to the insured tyres, rims, suspension and undercarriage;
- iv) the cost of repair or replacement if recoverable under any other insurance or warranty;
- v) any loss or damage incurred outside the Republic of South Africa.

e) Limits of indemnity

i) Vehicles (excluding motorcycles)

a. Tyres

A maximum amount as stated in the Schedule per tyre with a maximum of 2 (two) tyres per any one incident. The Insurer's liability will be subject to the following scale of benefits as applicable:

| Table of compensation                     |                                            |
|-------------------------------------------|--------------------------------------------|
| Remaining tread at the time of assessment | Claims against the original purchase price |
| 8 out of 8 mm                             | 87,50%                                     |
| 5 out of 8 mm                             | 50,00%                                     |
| 1 out of 8 mm                             | 0,00%                                      |
| 12 out of 12 mm                           | 91,60%                                     |
| 10 out of 12 mm                           | 75,00%                                     |
| 1 out of 12 mm                            | 0,00%                                      |
| 9 out of 9 mm                             | 88,80%                                     |
| 7 out of 9 mm                             | 66,60%                                     |

**Table of compensation**

| Remaining tread at the time of assessment | Claims against the original purchase price |
|-------------------------------------------|--------------------------------------------|
| 1 out of 9 mm                             | 0,00%                                      |
| 11 out of 11 mm                           | 90,90%                                     |
| 6 out of 11 mm                            | 45,50%                                     |
| 1 out of 11 mm                            | 0,00%                                      |

b. Rims

The cost to repair the rims is limited to the amount stated in the Schedule per rim with a maximum of 2 (two) rims per any one incident. The Insured is responsible for the excess stated in the Schedule.

c. Suspension and/or undercarriage

The cost to repair the suspension and/or undercarriage of the insured vehicle is limited to the amount stated in the Schedule per any one incident. The Insured is responsible for the excess stated in the Schedule.

ii) Vehicles (motorcycles)

a. Tyres and valves

The Insurer will indemnify the Insured for amounts due to an event which happens or arises in connection with the use of the insured vehicle as per the original amount on the invoice related to the purchase of tyres covered, less any wear and tear on the tyre at the time of the event of an occurrence that may result in a claim. Should a brand-new tyre be damaged within the first 30 (thirty) days or 500km (five hundred kilometres) of purchase, the Insured will receive 100% (one hundred percent) of the value of the damaged tyre. This will be credited towards the purchase of a new tyre from any insurer approved tyre centre or mobile unit franchisee. The Insurer will limit each and every claim to a maximum indemnity as stated in the Schedule per tyre less any wear and tear/run off tread. The Insurer's maximum liability per any one claim/incident is limited to the amount stated in the Schedule in total. Cover provided under this policy include(s) run flat tyre(s). Indemnity is based on the percentage of unused tread left on the tyre subject to the following table:

**Table of compensation**

| Tread limit | Percentage of Liability |
|-------------|-------------------------|
| 2mm         | 35%                     |
| 3mm         | 50%                     |
| 4mm         | 65%                     |
| 5mm         | 75%                     |
| 6mm         | 85%                     |
| 7mm         | 100%                    |

b. Rims, tyre safety devices and suspension

The cost to repair the rims and/or suspension of the insured vehicle is limited to the amount stated in the Schedule per any 1 (one) incident. The Insured is responsible for the excess stated in the Schedule.

**11. Replacement of golf carts**

It is hereby declared and agreed that all golf carts insured under this section of this policy are covered for full replacement value as stated in the Schedule, provided that the maximum amount payable by the Insurer will be the current replacement cost of a new golf cart of the same or a similar model or the limit of indemnity stated in the Schedule, whichever is the lesser.

**12. Replacement of new vehicle**

(Applicable to Vehicle Definitions 20. a) i); 20. a) ii) and 20. c) i)).

If within 12 (twelve) months of first registration, the vehicle (as defined under Vehicle Definitions 20. a) i); 20. a) ii) and 20. c) i)) has travelled less than the distance stated in the schedule and is:

- a) stolen or hijacked and not recovered and physically returned to the Insurer; or
- b) damaged and the assessed cost of repairs exceed 70% (seventy percent) of the current new retail price including value added tax (VAT);

the maximum amount payable by the Insurer will be the current purchase price of a new vehicle of the same or a similar model or the limit of indemnity stated in the Schedule, whichever is the lesser.

If a private type motor car is replaced as set out above, the Insurer shall become entitled to possession and ownership of the stolen, hijacked or damaged vehicle.

### **13. Replacement of undamaged rims, tyres, springs or shock absorbers**

It is hereby declared and agreed that where the Insurer is liable to indemnify the Insured in respect of damaged or stolen rims, tyres, springs or shock absorbers, the Insurer will in addition indemnify the Insured for the replacement of the remaining rims, tyres, springs or shock absorbers, provided that:

- a) this extension will apply only if such additional replacement is required by the vehicle manufacturer or where the vehicle manufacturer confirms in writing that non-replacement will adversely influence the vehicle warranty;
- b) the Insurer shall be entitled to possession and ownership of the rims, tyres, springs or shock absorbers which were undamaged or not stolen;
- c) fair wear and tear will be deducted for the tread already used on the remaining tyres or the wear and tear on springs or shock absorbers; and
- d) where the excess is stated as a percentage of the claim such excess will be calculated on the total amount of the claim including the cost of the replacement of the rims, tyres, springs or shock absorbers which were undamaged or not stolen.

### **14. Riot and strike: Excluding loss or damage occurring in the Republic of South Africa and Namibia (if stated as included in the Schedule)**

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

- a) civil commotion, labour disturbances, riot, strike or lockout;
- 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;

provided that this extension does not cover:

- a) loss or damage occurring in the Republic of South Africa or Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exclusion 14 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that, by reason of Provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

The liability of the Insurer in respect of any one claim shall not exceed the amount stated in the Schedule to each section for this extension.

### **15. Special alterations**

In addition to any amount payable, the Insurer will contribute towards the purchase of a wheelchair and/or alterations to the Insured's private motor vehicle to facilitate the use of such a wheelchair should the partner or director or employee of the Insured become permanently and totally disabled as a direct result of a motor accident, and as a result of the disability, such partner or director or employee of the Insured becomes permanently dependent on a wheelchair for mobility, provided that the maximum amount payable by the Insurer shall be the amount stated in the Schedule, in respect of any one event.

### **16. Tracking requirements (if stated in the Schedule to be a requirement)**

Subject to this clause being applicable as stated in the Schedule, the Insurer shall not be liable under sub-section A of this section to pay for loss of or damage to the insured vehicle or any part thereof as a result of theft, hijacking or any attempt thereat (irrespective of the manner in which the theft/hijacking took place) unless:

- a) the Insured can prove that prior to the happening of such theft or hijacking (or attempt thereat) the vehicle was fitted with an approved tracking and recovery system;
- b) the Insured can prove that the system was fully operational at the time of any theft or hijacking or any attempt thereat;
- c) the Insured can prove that a legal contract existed between the Insured and the supplier of the vehicle tracking and recovery system and any monthly subscription fees have been paid in full at the time of any theft or hijacking or any attempt thereat;
- d) the vehicle tracking system is monitored, on a 24 (twenty-four) hour basis, by a manned control room operated by employees of the supplier of the vehicle tracking and recovery system; and
- e) the contract which exists between the Insured and the supplier of the vehicle tracking and recovery system requires the suppliers, in the event of the tracking system being activated, immediately to notify the Insured of the activation and proceed with steps to recover the vehicle.

### **17. Vehicle canopies**

The insurance under sub-section A includes damage to any canopy insured as an accessory to any insured commercial vehicle with a gross vehicle mass not exceeding 3,500 (three thousand five hundred) kilograms, whilst temporarily removed and stored inside a building on any premises provided that in respect of damage as a result of theft or any attempt thereat, the Insurer shall only be liable where such theft or attempt thereat is accompanied by forcible and violent entry into or exit from the building where the canopy is stored.

### **18. Vehicle glass (if stated as included in the Schedule)**

The Insurer will indemnify the Insured for the cost of repair or replacement of vehicle glass, being:

- a) windscreens, window glass and sunroof glass;
- b) external mirrors, headlights, taillights, fog lights and fitted spotlights;
- c) safety or protection film or digitally printed one way vision material applied thereto,

forming part of any insured vehicle as a result of damage where there is no other damage caused to the vehicle giving rise to a claim under this section.

The Insured is responsible for the vehicle glass excess stated in the Schedule, where the vehicle glass is replaced with an O.E.M. (Original Equipment Manufacturer) item including safety or protection film or digitally printed one way vision material, where such film or material was fitted to the original item.

No vehicle glass excess will be payable by the Insured, where:

- a) the Insurer repairs the vehicle glass;
- b) the vehicle glass is not replaced with an O.E.M. (Original Equipment Manufacturer) item, however, in the event that

safety or protection film or digitally printed one way vision material is fitted to the replacement item, the vehicle glass excess shall apply to the cost of the replacement and fitment of such film or material.

## 19. Vehicle hire (if stated as included in the Schedule)

The Insurer will indemnify the Insured with a rental vehicle similar but not inferior to the Vehicle available under the group stated in the schedule if the Insured Vehicle is:

- a) unusable or whilst being repaired; or
- b) written off; or
- c) stolen or hijacked and not recovered,

provided that:

- a) a claim has been registered with the Insurer and the loss or damage to the Insured Vehicle is covered in terms of the policy;
- b) the address where the rental vehicle will be delivered is within the borders of the Republic of South Africa only;
- c) the rental vehicle will be provided to the Insured until such time as:
  - i) the Insured Vehicle has been satisfactorily repaired and is ready for collection where repairs were authorised by the Insurer; or
  - ii) the Insured Vehicle has been replaced by the Insurer; or
  - iii) the claim has been settled by a cash payment; or
  - iv) the Insured Vehicle has been recovered undamaged following theft or hijack and returned to the Insured; or
  - v) the Insured Vehicle has been recovered following theft or hijack with damage once repairs to the damaged vehicle have been completed;
- d) notwithstanding proviso iv) above, the rental vehicle will not be supplied for a period exceeding the maximum number of days stated in the Schedule;
- e) loss or damage falling within the applicable Excess is not covered in terms of this extension;
- f) the Insured is responsible for a security deposit payable to the service provider when receiving the rental vehicle;
- g) the Insurer shall be liable for the cost of delivery and pick up of the rental vehicle to and from the Insured.

Should the Insured be supplied with a rental vehicle outside the Republic of South Africa, but within the territorial limits of the policy, the Insured may rent a vehicle from a recognised rental company for his own account. Upon submission of an invoice the Insurer will reimburse the Insured for the rental costs provided that the rental cost per day shall not exceed the amount that the Insurer would have paid to provide the rental vehicle in the Republic of South Africa when using its own service providers.

## 20. Winching equipment (if stated as included in the Schedule)

The Insurer will indemnify the Insured for the reasonable costs for sudden and unforeseen mechanical and/or electrical breakdown, failure, or breakage of the winching equipment of the vehicle, provided that:

- a) the vehicles is Comprehensively insured under this policy;
- b) the winching equipment shall be the replacement value of such equipment;
- c) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim; and
- e) this extension does not cover breakdown and failure or breakage:
  - i) associated with defective design, defective parts, defective repair;

- ii) associated with the operation of the winching equipment beyond the stipulated levels recommended by the manufacturer or supplier; and
- iii) as result of wear, tear or gradual deterioration of the equipment's consumable parts or components, or cable or coupling devices.

## SUB-SECTION B: LIABILITY TO THIRD PARTIES

### DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimants' costs and expenses in respect of:

1. death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured; or
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

### LIMITS OF INDEMNITY

The Insurer will also, in terms of and subject to the limitations of and for the purposes of this sub-section,

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any court of law any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the Insurer's liability under sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B;
2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission, provided that:
  - a) such person shall, as though they were the Insured, observe, fulfil and be subject to the terms, exclusions and conditions of this insurance in so far as they can apply;
  - b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any Insurer;
  - c) indemnity shall not apply in respect of claims made by any member of the same household as such person; and
  - d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;
3. indemnify the Insured while personally driving or using any private type motor car or commercial vehicle with a gross vehicle mass not exceeding 3,500 (three thousand five hundred) kilograms not belonging to them and not leased or hired to them under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described in sub-section (a) or (b) of the definition of "Vehicle" under Definitions below and, provided that the Insurer shall not be liable for damage to the vehicle being driven or used; and
4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided that the Insurer shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

### APPLICATION OF INDEMNITY LIMITS

Where a combination of vehicles is involved in any one occurrence which results in a claim under this sub-section, the limit of indemnity shall not exceed the sum insured applicable to the self-propelled vehicle only regardless of the sum insured in respect of each insured trailer or other vehicle forming part of a combination of vehicles. Consequently, the sum insured that applies to any insured trailer or any other vehicle which forms part of the combination of vehicles at the time of the occurrence does not accumulate with the limit of indemnity stated to apply to the insured self-propelled vehicle.

## **SPECIFIC EXCLUSIONS (APPLICABLE TO SUB-SECTION B)**

The Insurer shall not be liable under this sub-section in respect of:

1. any compensation or claim which falls within the scope of any compulsory motor vehicle insurance enactment. This exclusion shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or onto or alighting from a vehicle described under vehicle definition 20 b), 20. c), 20. d) or 20. e) of the definition of "Vehicle" below at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting into or onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 3,500 (three thousand five hundred) kilograms);
3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks;
4. any liability for:
  - a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants which is or was conveyed by or carried in or on a vehicle insured under this section of the policy;
  - b) the costs and expenses incurred for removing nullifying or cleaning up pollutants and/or remedial procedures to remove or repair the effects of spillage or leakage (irrespective whether such spillage or leakage is the result of a motor accident or not) of any substance carried in or on or by the insured vehicle; or
  - c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants;
5. liability arising out of the carriage of Dangerous Goods in terms of chapter 8 of the National Road Traffic Act, 1996 and the National Road Traffic Regulations, 2000, unless stated in the Schedule; or
6. any compulsory liability insurance cover or indemnity purchased by the Insured when entering a country as stipulated in the territorial limits outside the borders of the Republic of South Africa.

## **EXCESS APPLICABLE TO SUB-SECTION B**

It is hereby declared and agreed that if the Insured is responsible for an excess stated in the Schedule for the specific insured vehicle, the Insured is required to pay such excess to the Insurer immediately upon the request for each and every loss under this sub-section.

## **CLAUSES AND EXTENSIONS (APPLICABLE TO SUB-SECTION B ONLY)**

### **1. Clean-up costs: leakage from vehicle (if stated as included in the Schedule)**

Notwithstanding anything to the contrary contained in this section, the indemnity under sub-section B extends to indemnify the reasonable costs and expenses the Insured is legally liable to pay to deactivate, remove, neutralize or nullify the effects of:

- a) fuel leakage from the insured vehicle's own fuel tank (which is used to propel the vehicle);
- b) oil leakage from the insured vehicle;
- c) hydraulic fluid leakage from the insured vehicle;

arising as a direct consequence of damage to the insured vehicle, as covered by this section, provided that the Insurer shall not be liable for:

- a) the clearing up and removal of any load of liquid substances and/or contaminants in transit by the insured vehicle;

- b) the Insurer's liability per event shall not exceed the amount stated in the Schedule;

- c) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

In addition to the above the Insurer will contribute a maximum combined amount of R5,000 (five thousand Rand) in the event of such claim towards replacement of the fuel, oil and/or hydraulic fluid leaked in the incident.

### **2. Contingent liability (if stated as included in the Schedule)**

The indemnity under sub-section B includes claims made against:

- a) the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this extension referred to as "such person"); and
- b) any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to them or to the Insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any Insurer, provided that:
  - i) clause (b) of the exclusions to sub-section B is deleted;
  - ii) the Insurer shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above;
  - iii) the payment by the Insured of subsidies or travelling allowances to such person for the use of their own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension;
  - iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the Insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Insurer shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy; and
  - v) the terms, exclusions and conditions of the policy shall otherwise apply.

### **3. Fire and explosion (if stated as included in the Schedule)**

The indemnity under sub-section B includes claims made against the Insured in respect of any occurrence directly due to or in consequence of fire or explosion.

The amount payable under this section for any one event or series of events with one original cause or source or during any one (annual) period of insurance shall not exceed in the aggregate limit of indemnity for this extension as stated in the Schedule.

### **4. Non-contribution**

Notwithstanding general condition 2 and paragraph 2 (iii) of sub-section B defined events, the insurer agrees that in the event of any person who is driving or using any vehicle described in the Schedule on the Insured's order or with the Insured's permission being entitled to indemnity in terms of sub-section B and insurance is issued in their own name, such insurance will not be called into contribution unless the Insured so requests.

### **5. Parking facilities and movement of third party vehicles (if stated as included in the Schedule)**

This section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employ of the Insured or acting on the Insured's behalf, provided always that such vehicle was being moved:

- a) with the authority of any tenant, customer or visitor of the Insured; or
- b) in connection with the Insured's parking arrangements; or

c) to facilitate the carrying out of the Insured's business;

and provided further that:

- a) this extension shall not apply in respect of damage to vehicles which are parked for reward; and
- b) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

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

#### **6. Passenger liability (if stated as included in the Schedule)**

Specific Exclusion (b) to sub-section B shall not apply to vehicles described under (b), other than special types, or in Vehicle definitions 20. b), 20. c), 20. d) or 20. e) of the definition of Vehicle, provided that cover is limited to any person while being carried in or entering into or alighting from the driver's cabin of such insured vehicle at the time of the happening of the occurrence out of which any claim arises. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

#### **7. Passenger liability: Employees (if stated as included in the Schedule)**

The Insurer shall indemnify the insured in respect of sub-section B for the death of or bodily injury to an employee being carried in or upon or entering or getting onto or alighting from any vehicle insured in terms of this section and described in Vehicle definitions 20. b) and 20. e) but excluding non-motorised caravans and pick-a-back caravans as defined in definition 20. e), provided that:

- a) the occurrence took place outside the context of employment;
- b) all sides of the loading area of the vehicle are fitted with railings;

Provided that the limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

#### **8. Passenger liability: Fare paying passengers (if stated as included in the Schedule)**

a) Defined events

- i) In the event of an accident occurring during the period of insurance wrongfully caused by the driving of a vehicle against the Insured's legal liability to pay damages and claimants' costs in connection therewith in respect of:

- a. injury suffered by a passenger to the extent that legislation enacted for the purposes of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle to a passenger is not in force or has not been effected or that compensation is not paid for any reason whatsoever; or
- b. secondary emotional shock by a person other than an injured party on the witnessing or observing or being informed of the injury of another passenger;

- ii) For the purpose of determining the indemnity granted:

a. Injury

is as contemplated by the Road Accident Fund Act, 2006 (including any amendments thereto);

b. Vehicle

means any motor vehicle owned, hired, leased or used by the Insured;

c. Passenger

means any person carried in or upon or entering or getting onto or into or alighting from the vehicle but excludes injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured.

b) Indemnity to others

The indemnity granted shall extend at the Insured's option and subject to the Insurer's consent which consent shall not

be unreasonably withheld to any person who is driving or using a vehicle on the Insured's order or with the Insured's permission,

provided that:

- i) such person shall, as though they were the Insured, observe, fulfill and be subject to the terms, exclusions and conditions of this policy in so far as they can apply;
- ii) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any Insurer;
- iii) indemnity shall not apply in respect of claims made by any member of the same household as such person; and
- iv) such person is not entitled to indemnity under any other policy.

c) Definitions

i) Costs and expenses

shall mean those costs and expenses incurred with the prior consent of the Insurer (which consent shall not be unreasonably withheld):

- a. in the defence or settlement of any claim under this policy;
- b. in the representation at any inquest, accident inquiry in respect of injury which may form the subject of indemnity by this policy and/or defending any proceedings in a court of summary jurisdiction in respect of matters which may form the subject of indemnity by this policy; and
- c. by the Insured for such emergency medical treatment as may appear necessary in respect of injury which may form the subject of indemnity by this policy.

ii) North America

Shall mean the United States of America (being the fifty states of the Union plus the District of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories.

iii) Limits of indemnity

The Insurer's total liability to pay damages and claimants' costs in connection therewith and costs and expenses shall not exceed the limit of indemnity stated in the Schedule, in respect of any one accident or series of accidents arising from one cause in connection with any one vehicle.

iv) Exclusions

This Policy does not cover liability:

a. for any compensation for injury which:

- i. is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or

b. is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:

- i. the Insured is compelled to effect insurance or otherwise furnish security, or
- ii. the State or other governmental authority has accepted responsibility, or
- iii. is suffered by any person not carried in or upon or entering, getting onto or into or alighting from the vehicle;

c. for any claim arising out of any judgment, award or settlement made within North America or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part;

d. arising out of any circumstances compulsorily insurable by legislation governing the use of any vehicle;

e. for claims if the number of persons carried exceeds the vehicles licensed carrying capacity; or

- f. whilst the insured vehicle is being used in a condition which does not comply with the provisions and regulations of the National Road Traffic Act, 1996, the National Road Traffic Regulations, 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the use of motor vehicles on a public roadway in South Africa or any similar legislation which applies to the countries specified as the territorial limits.

#### **9. Passenger liability: Including Open vehicles (if stated as included in the Schedule)**

Exclusion (b) to sub-section B shall not apply to vehicles defined under 20. b), 20. c), 20. d) or 20. e) of the definition of Vehicle, provided that the passengers are being carried in, entering into or alighting from:

- a) the driver's cabin of such insured vehicle;
- b) a permanently enclosed passenger carrying compartment of such insured vehicle;
- c) including getting onto any other vehicle modified to safely carry passengers,

Provided that the limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

#### **10. Principals**

Notwithstanding Specific Exclusion 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business, provided that the liability of the Insurer shall not exceed the limit of indemnity stated in the Schedule.

#### **11. Tool of trade liability (if stated as included in the Schedule)**

It is hereby declared and agreed that exclusion (c) to sub-section B is cancelled and replaced by the following:

This section extends to indemnify the insured for sums for which the Insured shall become legally liable to pay following upon the use of any tool of trade or any accessory attached to any vehicle for the purpose of loading or unloading such vehicle or plant forming part of such vehicle, provided that the Insurer shall not be liable in respect of any liability as may be insured or insurable in terms of any motor vehicle policy or compulsory third party insurance legislation notwithstanding that no such insurance is in force or has been effected, nor shall the Insurer be liable where any other form of motor insurance has been effected by the Insured covering the same liability;

and further provided that:

- a) such tool of trade is not in itself a powered road vehicle;
- b) such tool of trade is operated or utilised by an employee of the Insured only;
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

#### **12. Unauthorised passenger liability (if stated as included in the Schedule)**

The indemnity under sub-section B, notwithstanding exclusion (b) thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting into or onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule

### **SUB-SECTION C: INSURED VEHICLE OCCUPANTS**

#### **DEFINED EVENTS**

The Insurer shall pay the additional costs set out in the following extensions, caused by or through or in connection with an event defined under this section of the policy, for any vehicle described in the Schedule.

#### **1. Death benefit for drivers and co-drivers**

If a claim is admitted under sub-section A, where such loss or damage results in the death of the driver of any vehicle described in the Schedule and as defined under Definition of Vehicle A, B and D, the Insurer will pay a benefit limited to the amount stated in the Schedule in respect of any one claim or series of claims from one event, directly to the driver's estate, provided that:

- a) the Insurer's liability per person shall not exceed the amount stated in the Schedule; and
- b) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

#### **2. Medical expenses**

If an occupant of an insured vehicle, in direct connection with the vehicle, sustains bodily injury by violent, accidental, external and visible means, the Insurer will pay to the Insured the medical expenses incurred as a result of the injury, including any costs incurred to free the injured occupant from the vehicle or to bring the injured occupant to a place where medical treatment can be given, provided that:

- a) the cover is limited to occupants of a private motor car or the permanently enclosed passenger carrying compartment of any other vehicle; and
- b) the amount payable under this cover shall be reduced by any amount recoverable under the Compensation for Occupational Injuries and Diseases Act, 1993 or similar legislation.
- c) the Insurer's liability per person shall not exceed the amount stated in the Schedule;
- d) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

#### **3. Repatriation of driver**

If a claim is admitted under sub-section A and the insured vehicle is disabled as a result of the loss or damage, the Insurer will indemnify the Insured for:

- a) the reasonable expenses necessarily incurred for overnight accommodation for the driver for a maximum of 2 (two) nights; and
- b) transport of the driver of the vehicle at the time of the loss or damage from the place at which the vehicle became disabled to the driver's normal place of residence in the Republic of South Africa, or intended destination, or point of departure on this journey;

provided that:

- a) the driver's destination, place of residence and point of departure on this journey are all more than 100 (one hundred) kilometres away from the place at which the vehicle became disabled; and
- b) the Insurer's liability per person shall not exceed the amount stated in the Schedule; and
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

#### **4. Trauma**

The Insurer will pay for expenses incurred, not otherwise covered, by any member, director or employee of the Insured undergoing treatment by a registered professional counsellor following the person being psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack of any insured vehicle, provided that:

- a) the Insurer's liability per person shall not exceed the amount stated in the Schedule; and
- b) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

## **SUB-SECTION D: WRECKAGE REMOVAL AND RELATED EXPENSES**

### **DEFINED EVENTS**

The payment of the excess applicable to the insured vehicle(s) as stated in the Schedule as per the cover taken for the respective insured event subject to the terms, exclusions and conditions contained in the extensions below.

### **CLAUSES AND EXTENSIONS**

#### **1. Recovery costs**

The Insurer shall indemnify the Insured for all reasonable costs and charges incurred in any search and recovery operation following theft or hijack of an insured vehicle (including, but not limited to, helicopter search charges) irrespective of whether such operation proves successful, provided that the Insurer's liability under this extension shall not exceed the amount stated in the Schedule, in respect of any one occurrence.

#### **2. Recovery costs: No damage (if stated as included in the Schedule)**

The Insurer shall indemnify the Insured for all costs and expenses necessarily and reasonably incurred in connection with the recovery of the Insured Vehicle in the event of the Insured Vehicles becoming accidentally immobilised in any physical situation (which shall be admitted by the Insurer's as physically loss of damage within the meaning of this section), provided that:

- no indemnity shall be provided by this extension where the cost of rectifying electrical or mechanical breakdown is the sole requirement necessary to effect such recovery;
- no indemnity shall be provided by this extension for search and recovery operations following theft or hijack;
- the Insurer's liability per event shall not exceed the amount stated in the Schedule;
- the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

#### **3. Wreckage removal**

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that:

- in addition to the limit of indemnity under sub-section A of this section, the Insurer's liability under this extension shall not exceed the amount state in the Schedule; and
- the Insurer shall not be liable for the clearing up and removal of any liquids, such as petrol or diesel or oil leakage from the insured vehicle.

## **SUB-SECTION E: EXCESS REDUCERS/WAIVERS**

### **DEFINED EVENTS**

The payment of the excess applicable to the insured vehicle(s) as stated in the Schedule as per the cover taken for the respective insured event subject to the terms, exclusions and conditions contained in the extensions below.

### **CLAUSES AND EXTENSIONS**

#### **1. Excess waiver: basic (applicable only to private type motor cars and light delivery vehicles only) (if stated as included in the Schedule)**

The Insured shall not be liable for the basic compulsory excess in the event of a claim. The specific vehicle where this is applied will reflect the basic excess as nil in the schedule.

#### **2. Excess waiver: basic for individuals older than 55 years of age**

If an individual (being the insured or the Insured's spouse) over the age of 55 (fifty-five) years is the registered owner of a private type motorcar or a light delivery vehicle with a carrying capacity not exceeding 2 000 kg (two thousand kilograms), and is the driver

of the insured vehicle at the time of an occurrence which gives rise to a claim under this section, no excess will be applicable.

#### **3. Excess waiver: Spare wheel and tools (if stated as included in the Schedule)**

The Insured shall not be liable for the theft and hijack excess stated in the schedule in the event of a claim in respect of:

- a spare wheel of a private type motor car (including station wagons, safari motor cars and microbuses);
- tools included as standard equipment by the manufacturer of a private type motor car (including station wagons, safari motor cars and microbuses).

### **DEFINITIONS**

#### **1. Abandoned**

shall mean deserted, discarded, forsaken, derelict, vacant, dumped and/or cast-off.

#### **2. Accessories and spare parts (non-standard)**

shall mean any part or accessory or extra (including signwriting and branded wrapping) not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras).

#### **3. Agreed value**

shall mean the sum insured stated in the Schedule as agreed between the Insured and the insurer. The basis of indemnity will state Agreed Value on the Insured Vehicle in the Schedule, where applicable.

#### **4. Airside**

shall mean any area of the airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

#### **5. Credit agreement**

shall mean a legally enforceable credit agreement as defined in the National Credit Act, 2005 (as amended), which the Insured has entered into with a registered credit provider in respect of the insured vehicle which is listed in the Schedule.

#### **6. Dangerous Goods**

shall mean goods, substances, products or waste as specified in the standard specifications in the relevant SANS codes including but not limited to SANS 10228 ("The identification and classification of dangerous substances and goods") and carried on or within a vehicle that is properly licensed to carry such goods, products or waste excluding asbestos, lead, and creosote.

#### **7. Event**

unless stated otherwise, an Event shall mean an event or series of events arising from one cause in connection with any one Insured Vehicle in respect of which indemnity is provided by this insurance.

#### **8. Finance company**

shall mean the registered credit provider in terms of the credit agreement and whose interest is noted in the Schedule under the heading financial institution.

#### **9. Hijack**

shall mean the unlawful, intentional removal of the insured vehicle(s) without the Insured's permission with the use or threat of use of a firearm or any other dangerous weapon, the infliction of grievous bodily harm or a threat to inflict bodily harm by the offender or any accomplice on the occasion when the offence is committed, whether before, during or after the commission of the offence.

#### **10. Injury**

shall mean death, bodily injury, illness or disease of or to any person.

### 11. Insured vehicle

shall mean any vehicle:

- a) owned by the Insured;
- b) hired or leased to the Insured for the purpose of the business; or
- c) temporarily operated by the Insured as replacement for any vehicle in a) and b) above out of use for the purpose of overhaul, upkeep and/or repair, provided that:
  - i) the maximum liability of the Insurer shall not exceed the reasonable retail value of the replacement vehicle or the sum insured of the replaced vehicle as stated in the Schedule, whichever is the lesser; and
  - ii) the maximum period a rental or temporary vehicle shall be used shall not exceed 30 (thirty) consecutive days.

### 12. Own damage

shall mean loss of or damage to an insured vehicle excluding loss or damage due to theft, hijack, attempted theft or attempted hijack.

### 13. Occurrence or event

shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

### 14. Pollutants

shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

### 15. Retail value

shall mean:

- a) for vehicles listed in the auto dealers' guides, the published retail value adjusted according to the guide's recommendations for odometer reading, overall condition, accessories and parts fitted to the vehicle at the time of the loss or damage; and
- b) for vehicles, vehicle types and accessories not listed in the auto dealers' guides, the considered retail value based on a minimum of 3 (three) quotations obtained from the motor dealer market for a similar vehicle of the same make and model in similar condition at the time of the loss or damage.

### 16. Statutory settlement balance

shall mean the amount which is due by the Insured at the date of loss and which represents the balance due to the finance Insurer which will liquidate the Insured's obligations to it and entitle the Insured to unencumbered ownership of the insured vehicle, less any arrear instalments, any amount refundable to the Insured in terms of the agreement, outstanding insurance premiums, warranties and any extras added to the finance contract which do not form part of the actual vehicle financed.

### 17. Taxi

shall mean a type of vehicle for hire with a driver that is used by a single or small group of passengers to convey them to destinations of their choice.

### 18. Theft

shall mean the unlawful, intentional removal of the insured vehicle(s) without the Insured's permission.

### 19. Total loss

shall mean where the Insurer declares the insured vehicle(s) as uneconomical to repair as a result of an accident or fire, or following a loss by theft or hijacking and the Insurer settles the loss as a total loss.

### 20. Vehicle

shall mean:

- a) vehicles with gross vehicle mass not exceeding 3,500kg (three thousand five hundred kilograms) as described in the Schedule as follows:

- i) private type motor cars (including sedans, cabriolets, sports utility vehicles, motorised motor homes, station wagons, 4x4 or 4x2, safari vans, estate cars and the like or similar vehicles);
  - ii) light commercial vehicles which are vehicles designed or adapted to carry goods; and
  - iii) busses (including minibuses, midi busses, kombis and the like or similar vehicles used for business purposes and designed or adapted to seat no more than 20 (twenty) persons, including the driver) but excluding taxis;
- b) commercial vehicles as described in the Schedule as follows:
- i) special type vehicles which are vehicles manufactured or modified for specific commercial purposes such as digging, firefighting, lifting, loading, earth moving and the like and which are operated by skilled and trained operators; and
  - ii) agricultural equipment (any self-propelled agricultural vehicle which is not designed or adapted for the main purpose of transporting goods, including tractors and harvesters) excluding irrigation systems on wheels and centre pivots;
- c) motorcycles and off-road vehicles as described in the Schedule as follows:
- i) motorcycles (including motor scooters and three-wheeled vehicles and quad bikes); and
  - ii) golf carts;
- d) busses as described in the Schedule as follows:
- i) busses (including any vehicle used for business purposes and designed or adapted to seat more than 20 (twenty) persons, including the driver) but excluding taxis;
- e) trailers as described in the Schedule as follows:
- i) agricultural equipment (any non-self-propelled agricultural implement) designed to be drawn by a self-propelled vehicle excluding irrigation systems on wheels and centre pivots;
  - ii) any other vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle;
- and includes any parts or accessories or extras permanently fitted thereto (including signwriting and branded or other vehicle wrapping) whether specified in the Schedule or not, provided that:
- a) the part or accessory or extra (including signwriting and branded or other vehicle wrapping) is on the vehicle at the time of the insured event; and
  - b) the insured amount of the vehicle stated in the Schedule is adequate to include both the vehicle and the part or accessory or extra (including signwriting and branded or other wrapping).

### 21. Vehicle combination

shall mean any combination of single or multiple trailers attached or towed by any vehicle defined under vehicle definition 20. a); b) and d).

### 22. Write-off

shall mean that damage to a vehicle, in the opinion of the Insurer, is not economical to repair.

## MEMORANDA (APPLICABLE TO SUB-SECTION A, B, C, D AND E)

### 1. Adjustment of premium

If any vehicle is disposed of and another vehicle is substituted therefore, an adjustment of premium shall be made from the date of such substitution up to the expiry of the period of insurance.

### 2. Cross liabilities

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

### 3. Description of use

#### a) Private and business

Use for the Insured's business or occupation as stated in the Schedule, excluding:

- i) hiring;
- ii) carriage of passengers for hire or carriage of fare paying passengers;
- iii) racing, speed or other contests, rallies, trials;
- iv) carriage of explosives;
- v) carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry;
- vi) use other than that for which the vehicle was constructed or licenced to be used; and
- vii) use for any purpose in connection with the motor trade.

The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar.

#### b) Carriage of paying passengers (if stated in the Schedule)

Notwithstanding anything contained to the contrary in description of use Memoranda 3 (a) (ii), this section is extended to cover the vehicle whilst being used for the carrying of fare-paying passengers.

### 4. Jurisdiction clause

The Insurer shall not be liable for compensation for damages or costs and expenses of litigation recovered by any claimant from the Insured 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 or eSwatini.

### 5. Premium adjustment clause

If this section is issued on a non-specified vehicle basis, the Insured shall submit to the Insurer at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The Insurer shall, upon receipt of this declaration, make a premium adjustment of 50% (fifty percent) of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

### 6. Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Insurer shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

### 7. Territorial limits

The territorial limits covered in respect of this section of the policy are as stated in the Schedule.

### 8. Vehicle sharing

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger carrying compartment of light delivery vehicles with a gross vehicle mass not exceeding 3,500kg (three thousand five hundred kilograms) when it is part of a vehicle-sharing agreement for social purposes or commuting, will not be regarded as excluded under the description of use Memoranda 3, provided that:

- a) the passengers are not being carried in the course of a passenger-carrying business; and
- b) the total payments received for such journeys do not involve any element of profit.

### 9. Waiver of subrogation rights

For the purposes of this section, the Insurer waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this insurance in so far as they can apply.

### 10. War and terrorism

In respect of sub-sections B and C only, General Exclusion 14 is deleted and replaced by the following:

This section does not cover war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

### OPTIONAL LIMITATIONS (IF STATED IN THE SCHEDULE TO BE APPLICABLE)

#### 1. Third party only

Sub-sections A and C are cancelled.

#### 2. Third party, fire and theft only

The liability of the Insurer under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereof. Further, sub-section C is cancelled.

#### 3. Third party and fire

The liability of the Insurer under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Damage by fire, self-ignition or explosion following an accident is not covered. Further, sub-section C is cancelled.

#### 4. Total loss only

The liability of the Insurer under sub-section A is restricted solely to loss or damage to the insured vehicle by:

- a) fire, self-ignition, lightning or explosion; or
- b) theft or hijack; or
- c) write off.

### SPECIFIC EXCLUSIONS (APPLICABLE TO SUB-SECTION A, B, C, D AND E)

#### 1. General motor exclusions

The Insurer shall not be liable for any accident, injury, loss, damage or liability:

- a) whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use Memoranda 3;
- b) incurred outside the territorial limits stated in the schedule under this section of the policy, provided that, the Insurer will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry, but the Insurer will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
- c) arising from the ownership, possession or use of vehicles:
  - i) used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance;
  - ii) in the underground workings of any mine; or
  - iii) in or on part of an Airside area;
- d) incurred while any vehicle is being driven by:
  - i) the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a recognised member of the medical profession other than him- or herself);
  - ii) any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence

of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than him- or herself or the Insured);

- iii) the Insured while not licensed to drive such vehicle;
- iv) any other person with the general consent of the Insured who is not licensed to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Insurer that, in the normal course of the Insured's business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles; or
- v) the Insured, driver, operator or any other person who is not in the possession of a Professional Driving Permit (PrDP), Operators Permits, Hazardous Goods Training Certificates as required in terms of the National Road Traffic Act, 1996 (as amended) or any replacement statute;

provided that:

- vi) a driver, operator or any other person not being a resident of South Africa must be in possession of the valid equivalent requirements as stated in (v) above; and
- vii) 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 Specific Exclusion (b), or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

## **2. Road licence vehicles**

The Insurer shall not be liable for any accident, injury, loss, damage or liability if the plant, insured vehicle or any other vehicle forming part of a combination of vehicles together with the insured vehicle at the time of any incident giving rise to a claim in terms of the policy fails to comply with or meet in any respect the requirements, regulations and standards as set out in the National Road Traffic Act, 1996 (as amended) or any replacement statute, or of any provincial or local proclamation or statute which is applicable to the insured vehicle insofar:

- a) as to the requirements applicable to vehicle licences, clearance certificates, certificate of fitness and roadworthiness, and Dangerous Goods;
- b) as the vehicle fails to comply with or meet in any respect the requirements, regulations and standards for roadworthiness; or
- c) the vehicle is found to be overloaded.

## **3. Contractual liability**

The Insurer shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

### **SPECIFIC CONDITIONS (APPLICABLE TO SUB-SECTION A, B, C, D AND E)**

The following compulsory conditions always apply.

#### **1. Drivers offences**

If, during the currency of this section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, or if they are charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Insurer immediately the Insured has knowledge of such fact.

#### **2. Rights or obligations**

The Insured shall not cede or assign, either in part or in whole, any of its rights or obligations in terms of this policy without the prior written consent of the Insurer.

#### **3. Vehicle modifications**

Any modification, alteration, or structural changes to the standard production design of the insured vehicle shall be reported to the Insurer in writing within 30 (thirty) days of such modification, alteration or structural change.

**SUB-SECTION A: MATERIAL DAMAGE**
**DEFINED EVENTS**
**1. Physical loss or damage**

to the property insured described in the Schedule from any cause not hereinafter excluded whilst:

- a) at work or at rest or whilst being dismantled for the purpose of cleaning, inspection or overhaul or in the course of these operations or subsequent reassembly anywhere within that part of the building occupied by the Insured at the insured premises described in the Schedule;
- b) in transit including loading and unloading or whilst temporarily stored at any premises en route;
- c) temporarily removed from the insured premises described in the Schedule to any other building within the territorial limits;
- d) away from the insured premises stated in the Schedule anywhere in the world if the insured property is a laptop, tablet or other similar portable electronic equipment designed to be carried by person;
- e) at or away from the insured premises stated in the Schedule and whilst at work or at rest in any location (other than in a building) or vehicle provided that the insured property is of a specialist nature designed to operate or exist in such location or vehicle;
- f) at the premises of any supplier or repairer of such equipment for the purposes of cleaning or repair.

**2. Losses as a result of lightning and power surge**

to property described in the Schedule:

- a) and shall be protected by surge arrestors installed on the insured premises on all electronic distribution boards, power supplies, power supply plugs, telecommunication lines, data lines or individual equipment; and
- b) installation shall comply with all "South African Bureau of Standards (SABS) Code of Practice" for surge protection and similar requirements; and
- c) the Insured shall be responsible to pay the excess as stated in the Schedule, if a) and b) stated above are not complied with.

**3. Losses as a result of non-forcible and violent entry into vehicle**

to property described in the Schedule:

where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

- a) the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but the locking mechanism was blocked by thieves using an electronic device. Such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;
- b) this exclusion will not apply where the vehicle has been involved in an accident or other incident where, due to the circumstances beyond the control of the driver and passengers, the property has to be left unattended and cannot be secured as required;
- c) the police case number is supplied to the Insurer;
- d) cover shall apply only to property that is separately and individually specified in the Schedule;
- e) the Insurer's maximum liability shall not exceed the amount stated in the Schedule in respect of any one event; and

- f) the Insured shall bear the excess as stated in the Schedule in respect of each and every claim under this extension.

**DEFINITIONS (APPLICABLE TO SUB-SECTION A)**
**1. Market value**

shall mean the current day purchase price of second-hand/used property of equal performance and/or capacity to the property lost or damaged and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:

- 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 property.

**2. New property insured**

shall mean property purchased no more than 7 (seven) years (or such extended period as may be approved by the Insurer 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.

**3. Unattended vehicle**

shall mean any vehicle being used by the Insured or any principal, partner, director or employee of the Insured where such person is not in a position to keep the vehicle under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the vehicle.

**SPECIFIC EXCLUSIONS (APPLICABLE TO SUB-SECTION A)**

The Insurer will not be liable to indemnify the Insured irrespective of the original cause in respect of:

**1. Excess**

as stated in the Schedule in respect of sub-section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the excess shall be the highest single amount applicable to such property insured;

**2. Derangement**

unless accompanied by physical damage otherwise covered by this section;

**3. Maintenance and/or leasing agreement**

loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the Insured covering the insured equipment;

**4. Faults or defects**

known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Insurer or any consequences thereof;

**5. Wastage**

of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature;

## 6. Parts having a short life

such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this sub-section to other parts of the property insured, the Insurer shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts;

## 7. Wear and tear

or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;

## 8. Cleaning process

its undergoing a process of cleaning, repair, alteration or restoration;

## 9. Cost of reproducing

data and/or programs whether recorded on cards, tapes, discs or otherwise unless specifically provided for in sub-section B hereof;

## 10. Loss of use

of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein;

## 11. Loss by theft or by disappearance of the property insured

### a) from the premises:

unless accompanied by forcible and violent entry into or exit (or any attempt thereat) from that part of the building occupied by the Insured at the insured premises described in the Schedule or as a result of theft or any attempt thereat, following violence or threat of violence, provided that this exclusion shall not apply to portable equipment;

### b) while in transit:

accompanied by visible signs of forcible and violent entry to the transporting vehicle during transit or whilst temporarily removed from the insured premises unless identifiable by the Insured with a specific incident which has been immediately reported to the police and the Insurer, provided that if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver, the property insured is of necessity left unprotected, this Specific Exclusion 11 (b) shall not apply;

### c) from an unattended vehicle, provided that:

- i) the property is concealed in a completely closed and securely locked vehicle; or
- ii) the vehicle itself was housed in a securely locked building; and

entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit.

## BASIS OF INDEMNIFICATION

The indemnity by this sub-section, subject always to the sums insured contained in the Schedule or any specific limit of liability contained in this sub-section, shall be as hereinafter provided and as appropriate include dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and value added tax.

### 1. Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order, provided that:

- a) the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this sub-section;
- b) if, without the consent of the Insurer, temporary repairs are carried out by the Insured in the interests of safety or to minimize further loss or damage to the property insured, the

cost of such temporary repairs will be borne by the Insurer. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured; and

- c) where the damage is restricted to a part or parts of an insured item, the Insurer shall not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured.

## 2. Total loss

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

- i) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;

- ii) until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Insurer 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; and

- iii) these conditions shall be without force or effect if:

- a. the Insured fails to intimate to the Insurer within 6 (six) months of the date upon which the damage occurred (or such further time as the Insurer may in writing allow) their intention to replace or reinstate the property insured; or
- b. the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site.

- b) In respect of property insured not provided for in (A) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the Insurer, the property insured shall be regarded as totally destroyed if the repair costs as defined in 1 above (Partial Loss) equal or exceed its market value immediately before the damage.

## 3. Average

In respect of 1 (Partial Loss) and 2 (Total Loss) within the Basis of Indemnification sub-section above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

## LIMIT OF LIABILITY

The amount of liability shall not exceed, in respect of any of the items specified in the Schedule, the sums insured set opposite thereto respectively and, in addition thereto, the following:

### 1. Cost of demolition and clearing and erection of hoardings

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

The Insurer 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.

## 2. Express delivery and overtime

Extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Insurer, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

## 3. Professional fees

The insurance of the insured property includes professional fees, including but not limited to architects' and quantity surveyors' fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by an insured peril, but in no case exceeding the percentage (as stated in the Schedule of each section) of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the insured amount on the property affected.

The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

## CLAUSES AND EXTENSIONS: AUTOMATICALLY INCLUDED

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each clause and extension.

### 1. Declaration procedure and premium adjustment

- a) At the expiry of each period of insurance the Insured shall within 30 (thirty) days of expiry submit to the insurers a revised of property insured which shall take into account all additions, deletions, extensions and modifications to the property insured. This declaration shall also reflect the installed new replacement value of the property insured.
- b) The premium charged at the commencement of each period of insurance shall be regarded as a deposit premium. The premium shall be recalculated at the end of the period of insurance based on the Insured's declaration outlined in (a) above and if the ascertained premium at the agreed rate(s) exceeds or falls short of the deposit premium paid, the Insured shall pay or the insurer shall refund the difference as the case may be but not exceeding 50% (fifty percent) of such difference.
- c) The deposit premium for each renewal of the period of insurance shall be based on the declaration for the previous period of insurance. In respect of monthly policies, for the purposes of this extension, the "period of insurance" shall be deemed to be a period of twelve consecutive months from the inception date or anniversary date.

### 2. Disposal of salvage

Without diminishing the rights of the Insurer to rely on the provisions of the general conditions in the event of a loss, the Insurer agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the Insured provided that the Insured can establish to the satisfaction of the Insurer that to do so will prejudice their interests in which event the Insurer agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

The Insured shall not be entitled under the provisions of this clause to abandon any property to the Insurer whether taken possession of by the Insurer or not.

### 3. Fatal injury

The cover granted by this section includes fatal injury to any principal, partner, director or employee of the Insured sustained

whilst on the Premises and occasioned by:

- a) fire, provided that a fire brigade attends or is summoned; or
- b) outward and visible violence caused by burglars,

the Insurer will pay to the executors or administrators of the deceased's estate the amount stated in the Schedule, provided that death ensues within 3 (three) months of such injury.

## 4. Fire extinguishing charges

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

## 5. Hire purchase/finance agreements

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

## 6. Municipal plans scrutiny fee

The insurance includes fees for the inspection of municipal or other plans incurred by the Insured as a result of damage to insured property, provided that the total amount recoverable under any item shall not exceed the sum insured on the property affected.

## 7. Software upgrade

If the Insurer has accepted liability in terms of a claim, the Insurer will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged, provided that:

- a) the cost towards the replacement or upgrade of the software shall not exceed the amount stated in the Schedule;
- b) the Insured shall be responsible for the excess stated in the Schedule for each and every upgrade or replacement; and
- c) this extension shall apply to each item separately and individually.

## 8. Temporary repairs and measures after loss

The Insurer's liability extends to include all reasonable costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after a defined event, provided that the liability of the insurers for such costs and expenses shall not exceed the amount stated in the Schedule of each section or any additional amount agreed by the Insurer in writing where necessary.

## SECURITY REQUIREMENTS

### 1. Burglar alarm warranty

It is a condition precedent to the liability of the Insurer that a burglar alarm system will be installed in all premises stated in the Schedule to be subject to this condition and the Insured warrants that:

- a) the burglar alarm installed in the premises shall be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in or on the premises;
- b) the burglar alarm installed in the premises shall have adequate passive infrared motion detectors or beams installed to cover all entry or exit points (doors of any kind or description and all windows whether opening or not); and
- c) the passive infrared motion detectors or beams of the required alarm system are not obstructed or bypassed.

The insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by violence or threat of violence to any person.

The Insured warrants further that:

- a) they have a contract for burglar alarm services and such services shall include the services of a 24 (twenty-four) hour armed response unit;
- b) the control panel shall have an event log and the arming and disarming of the alarm shall be logged;
- c) after the occurrence of a claim, the Insurer will be entitled to request full information of the relevant event log; and
- d) such alarm will be maintained in proper working order but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;

provided that:

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

## **SUB-SECTION B: CONSEQUENTIAL LOSS (IF STATED AS INCLUDED IN THE SCHEDULE)**

### **DEFINED EVENTS**

The insurance provided by this sub-section shall be subject to the limits of indemnity stated in the Schedule and shall include:

#### **1. Increased cost of working**

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured less any sum saved during the indemnity period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the accident.

The indemnity by this item shall not apply directly or indirectly to:

- a) the cover provided for in item (2) of this sub-section;
- b) the intrinsic value (including reinstatement value) of the property insured by sub-section A of this section (Material Damage);
- c) the additional costs resulting from the hire/lease contract in force at the time of the loss or damage being cancelled and replaced by a new lease/hire contract in respect of similar property at a rental charge rate above that payable under the cancelled contract as a result of an insured event; or
- d) the additional costs reasonably incurred by the Insured strictly in the form of the interest payable on a bank loan raised through a recognised banking institution for the sole purpose of avoiding or diminishing the reduction in income normally derived from operations which but for the bank loan would have taken place as a result of loss of or damage to the property insured beginning at the time of the occurrence of the loss or damage and ending not later than 6 (six) months after the time of the occurrence.

#### **2. Reconstitution of data/programs**

Costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which are lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to sub-section A of this section (Material Damage)) 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 or include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
- b) in respect of each and every event or series of events arising out of or in connection with one original cause or source indemnifiable by this item, the Insured shall bear the amount stated in the Schedule as the excess; and

- c) where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Insurer at the commencement of each period of insurance.

### **DEFINITIONS (APPLICABLE TO SUB-SECTION B)**

#### **1. Accident**

- a) Applicable to increased cost of working only

Physical loss of or damage to the property insured described in the Schedule from any cause as provided for under sub-section A of this section (Material Damage), liability under which sub-section shall, except for the provisions relating to the excess or the maintenance/ lease agreements, be a condition precedent to liability hereunder.

- b) Failure of electricity supply at the terminal ends of the service feeders in the premises from any accidental cause other than:

- i) the deliberate act of the Insured or any supply authority; and
- ii) drought or shortage of fuel at any electricity utility.

Special conditions applicable to failure of the public supply of electricity:

- i) the liability of the Insurer shall not exceed the sum insured by this sub-section; and
- ii) the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure.

#### **2. Indemnity period**

The period during which the results of the business shall be affected in consequence of the accident beginning with the number of hours/ days detailed in the Schedule as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in the Schedule as the indemnity period after such occurrence.

The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

#### **3. Limit of liability**

The liability of the Insurer shall not exceed the amounts specified in the Schedule (relating to this sub-section B) in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the Insurer of any sum or sums in discharge of the Insurer's liability in terms of this sub-section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

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

### **SPECIFIC EXCLUSIONS (APPLICABLE TO SUB-SECTION B)**

Unless specifically provided for:

#### **1. Fines and penalties**

the Insurer shall not be liable to indemnify the Insured in respect of fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature.

#### **2. Loss of profit**

the Insurer shall not be liable to indemnify the Insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

### **CLAUSES AND EXTENSIONS**

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

## 1. Reinstatement

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

- the Insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time; or
- additions, alterations or improvements being effected to the property insured on the occasion of its repair.

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

## 2. Telecommunication access lines (if stated as included in the Schedule)

Subject to the limits specified in the Schedule, consequential loss as provided for under defined events (i) (increased cost of working) and defined events (ii) (reinstatement of data/programs) of sub-section B arising from accidental failure of the telecommunication access lines is included, provided that:

- the liability of the Insurer shall not exceed the sum insured by this sub-section;
- the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure; and
- the insurance provided does not cover loss occasioned by the deliberate act of any telecommunication authority or by the exercise of such telecommunication authority of its power to withhold or restrict access to its lines.

## GENERAL MEMORANDA

### MEMORANDUM 1: CAPITAL ADDITIONS AND CURRENCY FLUCTUATIONS

The indemnity by this section shall include:

- additional equipment or programs purchased by the Insured of a similar nature to that specified in the Schedule, provided that, in respect of loss or damage due to electrical, mechanical or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the Premises; and
- provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured;

provided that:

the increase shall not exceed, by more than 25% (twenty-five percent), the total sum insured for sub-section A specified in the Schedule, it being agreed that the Insured will advise the Insurer 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.

### MEMORANDUM 2: ESCALATION DURING THE PERIOD OF REINSTATEMENT

In the event of the installed new replacement value of the property insured during any period of reinstatement of indemnifiable loss or damage exceeding the sum insured thereon (being the installed new replacement value at the time of the loss or damage) the said sum insured shall be deemed to be increased by an amount not exceeding the percentage stated in the Schedule for escalation, subject always to the Insured paying the appropriate additional premium.

### MEMORANDUM 3: PREVENTION OF ACCESS

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

provided that:

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

## MEMORANDUM 4: TERRITORIAL LIMITS

The territorial limits are:

- in respect of property other than that described in (2) below, the Republic of South Africa, Namibia, Botswana, Lesotho, eSwatini, Zimbabwe, Malawi and Mozambique; and
- in respect of laptops, notebooks, palmtop computers, smartphones and other portable computer equipment temporarily outside the territories referred to in (1) above, anywhere in the world.

## SPECIAL EXCLUSIONS (APPLICABLE TO SUB-SECTIONS A AND B)

### 1. Viruses, trojans and worms

The Insurer shall not indemnify the Insured for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

## GENERAL EXTENSIONS: OPTIONAL

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

### 1. Incompatibility cover

Notwithstanding anything to the contrary contained in the policy, the indemnity by sub-sections A and B of this section shall indemnify the Insured for loss or damage incurred in respect of:

- modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
- replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system; and
- the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

provided always that:

- the costs provided for in (a), (b) and (3) above shall be necessarily and reasonably incurred to maintain normal working conditions;
- such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of sub-sections A or B (item ii) of this section;
- the cover afforded hereunder shall be restricted to:
  - parts or components of the electronic system which are not indemnifiable under sub-section A hereof; and
  - programs or data reinstated not indemnifiable under item (2) of sub-section B hereof; and
- the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-section A (the limit of indemnity) and sub-section B (Defined Event (ii)) or R35,000 (thirty-five thousand Rand), whichever is the lesser.

**DEFINED EVENTS**

Unforeseen and sudden damage to the insured machinery (or any part thereof) as stated in the schedule whilst on the premises stated in the schedule from any cause not specifically excluded for:

**1. Existing machinery**

- a) at work or at rest;
- b) being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in course of these operations themselves or subsequent re-erection;
- c) at any temporary premises within the territorial limits for cleaning, overhaul, repair or other similar purpose and subsequent re-erection.

**2. New machinery**

- a) after the successful completion of their initial performance acceptance tests following installation and erection.

**SPECIFIC EXCLUSIONS**

The Insurer shall not be liable for:

**1. Abnormal conditions**

damage resulting from the misapplication of tools or from experiment, overhauls or tests requiring the imposition of abnormal conditions;

**2. Consequential loss**

consequential loss or liability of any kind or description; or

**3. Excess**

the excess to be borne by the Insured in any one occurrence stated in the Schedule. If more than one item is lost or damaged in one occurrence, the Insured shall not be called upon to bear more than the highest single excess applicable to such items;

**4. Exchangeable tools**

loss of or damage to exchangeable tools (for example but not restricted to dies, moulds, engraved cylinders), parts that by their use and/or nature suffer a high rate of wear and depreciation (for example, but not restricted to, refractory linings, crushing hammers), objects made of glass, belts, ropes, wires, rubber tyres, and operating media (for example but not restricted to lubricants, fuels, catalysts);

**5. Excluded machinery**

machinery forming part of:

- a) geysers;
- b) irrigation systems;
- c) solar energy or water heating systems;
- d) water heating pumps or systems other Boilers and Pressure Equipment;

**6. Faults or defects**

loss or damage caused by any faults or defects within the knowledge of the Insured or his representatives existing at the time of commencement of this section, whether such faults or defects were known to the Insurer or not;

**7. Fire, lightning and other perils**

loss or damage due to:

- a) fire, direct lightning, chemical explosion (except flue gas explosions in boilers);
- b) extinguishing of a fire or subsequent demolition;

- c) aircraft or other aerial devices or articles dropped therefrom;
- d) theft or attempts thereat;
- e) collapse of buildings;
- f) wind, storm, water, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;

**8. Law or under contract**

loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;

**9. Wear and tear**

loss or damage as a direct consequence of the continual influence of operation (for example but not restricted to wear and tear, cavitation, erosion, corrosion, rust, boiler scale).

**BASES OF INDEMNITY**
**1. Specified items**

- a) Partial loss

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

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

- b) Total loss

In the event that the machinery is totally destroyed the basis of settlement shall be the new replacement value immediately before the damage occurred, less a reasonable amount for use, plus the cost of removing the damaged machinery. No depreciation will be applied to machinery under 3 (three) years of age. An insured item shall be regarded as a total loss when the item is not repairable.

**2. Unspecified items**

The Insurer will at the Insurers discretion repair or replace the damaged or destroyed item(s) or pay the cash equivalent of such repair or replacement up to the sum insured as stated on the Schedule.

**DEFINITIONS**

For the purposes of this section the following expressions mean:

**1. Boilers and pressure equipment**

shall mean those parts of the permanent structure of boilers and pressure equipment separately specified in the Schedule which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure) or vacuum including:

- a) fittings, pipes and direct attachments which are connected to the permanent structure without any intervening valve or cock;

- b) supports for the structure including foundations, masonry or brickwork such as furnace doors, access doors, external combustion chambers, smoke boxes and casings; and

- c) metal parts of pressure and water gauges and their connections to the permanent structure,

provided that these items:

- a) have successfully completed initial commissioning; and
- b) are owned by you or for which you are legally responsible.

## 2. Breakdown

shall mean sudden and unforeseen physical loss or damage to machines, boilers and pressure plant from any cause not excluded, which requires repair or replacement to enable normal working to continue.

## 3. Collapse

shall mean the sudden distortion of the furnace of a boiler or any part of a pressure vessel caused by the bending or crushing of the permanent structure by the force of steam, gas, fluid pressure or vacuum including sudden and unforeseen physical loss or damage caused by overheating resulting from a deficiency of water.

## 4. Damage

shall mean any accidental, unforeseen and sudden physical loss or damage to the Insured Machinery from any cause not otherwise excluded and that necessitates replacement or repair of the Insured Machinery to ensure its continued operation.

## 5. Insured machinery

shall mean the machines (or any parts thereof) described in the schedule and cover is restricted to such machinery.

## 6. Insured property

shall mean the property described in the Schedule of this section under the heading "Description of insured property".

## 7. Machinery

shall mean mechanical and electrical plant and machinery (excluding Boilers and Pressure Equipment) owned by the Insured or for which the Insured is legally responsible including but not limited to:

- a) air conditioning;
- b) automatic gates and motors;
- c) borehole and swimming pool pumps;
- d) fixed diesel pumps;
- e) fixed filtration plants;
- f) fixed generators;
- g) garage door machinery;
- h) lifts, hoists, luggage carousels, escalators, travelators or elevators;
- i) saunas, steamers, spa baths and jacuzzi machinery;
- j) submersible pumps; and
- k) transformers and electrical switch gear.

## 8. Market value

shall mean the purchase price as determined at the date of the Damage of secondhand or used machinery of the same kind or type and of equal performance and/or capacity (but not superior to or more extensive than the Insured Machinery) in a substantially similar condition to the Insured Machinery immediately prior to the Damage. Where no similar machine is available, Market Value shall be calculated by deducting from the current New Replacement Value of the Insured Machinery, a reasonable amount as determined by the Insurer for depreciation.

## 9. New replacement value

shall mean the amount necessary for replacing or reinstating the Insured Machinery on the Premises with brand new machinery of the same kind or type and of equal performance and/or capacity

but not superior to or more extensive than the Insured Machinery including all associated costs such as:

- a) reasonable installation and testing costs on the Premises;
- b) any normal freight costs;
- c) any customs duties.

## 10. Partial loss

shall mean that the Insured Machinery can if so determined by the Insurer, be repaired to a working order and condition similar to that which existed immediately prior to the Damage, provided the repair costs do not exceed the Market Value of the Insured Machinery.

## 11. Premises

shall mean the premises being the situation of which is stated in the Schedule of this section.

## 12. Salvage

shall mean the remains of damaged Insured Machinery after a Total Loss, ownership of which reverts to the Insurer upon settlement of a claim in terms of this section.

## 13. Total loss

shall mean that the Insured Machinery is totally destroyed or destroyed to an extent that the repairs described under Partial Loss exceed the Market Value. At the sole option of the Insurer the Insured Machinery can be declared as a Total Loss in other circumstances where it is economically viable for the Insurer do so provided that the Insured is not financially prejudiced by such decision.

## CLAUSES AND EXTENSIONS: AUTOMATICALLY INCLUDED

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each clause and extension.

### 1. Machinery in the open

Cover is restricted to Insured Machinery whilst in the building(s) stated in the schedule unless disclosed and noted in the schedule to the contrary and provided further that such Insured Machinery is designed to operate in the open.

### 2. Machinery used underground

Cover is restricted to Insured Machinery whilst in the building(s) stated in the schedule unless disclosed and noted in the schedule to the contrary and provided further that such Insured Machinery is designed to operate underground.

### 3. Mobile machinery

Cover is restricted to Insured Machinery whilst in the building(s) stated in the schedule unless disclosed and noted in the schedule to the contrary that the Insured Machinery is mobile.

## CLAUSES AND EXTENSIONS: OPTIONAL

Subject otherwise to the terms, exclusions and conditions of this section and the General section, the cover under this section is amended or extended as set out below under each clause and extension where applicable as indicated in the Schedule.

### 1. Alternative replacement (design capacity)

In the event of Damage resulting in a Total Loss and it is not possible to replace such Insured Machinery with machinery that has an equivalent measurable function, capacity or output then the Insurer will pay the cost of replacing such machinery with machinery 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) The Insured Amount as stated in the schedule shall remain the maximum amount payable by the Insurer;
- b) The Average condition calculation will be amended so that the value of the Insured Machinery will be based on the installed New Replacement Value of the alternative machinery agreed upon in the claim.

## 2. Capital additions

This section covers alterations, additions and improvements (but not appreciation in value in excess of the insured amount) to the Insured Machinery for an amount not exceeding the percentage (%) reflected in the schedule of the Insured Amount under the applicable item provided that:

- a) the Insured advises the Insurer each quarter (or each month if the premium is paid monthly by debit order) of such alterations, additions and improvements and pays any additional premium thereon;
- b) the protection provided under this clause for any newly acquired or installed machinery is restricted to machinery of a like nature to the existing Insured Machinery;
- c) the protection provided under this clause for any newly acquired or installed machinery only starts after the initial performance acceptance tests have been successfully completed;
- d) all protection under this clause for alterations, additions and improvements made in the quarter (or the month if the premium is paid monthly by debit order) ceases at the end of the quarter (or at the end of the month if the premium is paid monthly by debit order) if a formal instruction to amend the schedule to include such changes has not been received by the Insurer by the end of the quarter (or the end of the month if the premium is paid monthly by debit order).

## 3. Express delivery and overtime

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

- a) such extra charges are incurred in connection with damage to the insured property recoverable under this section;
- b) the amount payable in respect of this extension shall not exceed the sum insured set opposite the applicable item and not exceeding in all the total sum insured stated in the Schedule of this section.

## SPECIFIC CONDITIONS

### 1. Claims

On the happening of any damage:

- a) the Insured shall in addition to complying with General Condition 21 of this policy:
  - i) take all reasonable steps to minimise the extent of such damage; and
  - ii) preserve any damaged or defective parts for inspection by the Insurer.
- b) On notification being given to the Insurer in terms of General Condition 7 of this policy, the Insured may carry out the repairs replacement of any minor damage; in all other cases a representative of the Insurer shall have the opportunity of inspecting the loss or damage before any repairs or replacements or alterations are effected. If a representative of the Insurer does not carry out the inspection within a period of time that could be considered adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.
- c) The liability of the Insurer under this section in respect of the insured property shall cease if such insured property is kept in operation after a claim without being repaired to the satisfaction of the Insurer, or if temporary repairs (other than in terms of 3 (b) above) are carried out without the Insurer's consent.

### 2. Due observance

The due observance and fulfilment of the terms of this section and of this policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer.

### 3. Excess(es)

Claims under this section are subject to the excess as stated in the schedule against each Insured Machinery item. If more than

one item of Insured Machinery stated in the schedule is damaged in one occurrence, the Insured shall not be called upon to bear more than one excess provided that the highest excess of those damaged insured items will apply to the total claim.

## 4. Loss prevention and minimisation

The Insured shall, in addition to complying with General Condition 21 of this policy:

- a) take all reasonable steps to maintain the insured property in efficient working order and to ensure that no part of the insured property is habitually or intentionally overloaded;
- b) comply with the manufacturers' instructions for operating, inspection and maintenance of the Insured Machinery;
- c) ensure the operators and maintenance staff of the Insured Machinery are sufficiently trained and qualified;
- d) comply with any government, statutory, municipal and all other binding regulations in force concerning the safe operation and maintenance of the Insured Machinery. A breach of this condition shall not affect any claim payment unless such breach caused the Damage or increased the amount of the Damage.

## 5. Material alterations

In the event of any material alteration in the risk undertaken by the Insured, the Insured shall as soon as possible give notice in writing to the Insurer. The premium, terms and conditions shall thereupon be subject to adjustment accordingly. Any claim in respect of loss or damage that may arise before such notice is given shall be handled in accordance with the Insurer's normal conditions, exclusions and excess for risks of a similar nature, provided the Insured agrees to pay the increased premium that may be required in respect of the altered risk.

Examples of such changes may include but are not limited to:

- a) alterations, additions or modifications to the Insured Machinery;
- b) departure from existing operating conditions or recommended operating conditions of the manufacturer or supplier of the Insured Machinery;
- c) changes in maintenance frequencies, the scope of maintenance activities or the use of unqualified or under qualified maintenance staff or operators.

## 6. Risk inspection

Representatives of the Insurer shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurer with all details and information necessary for the assessment of the risk.

## 7. Service contract

If a maintenance or service contract is a requirement of cover and stated in the schedule, it is a condition that such contract is to remain in force unless notified to the Insurer in writing beforehand that the contract is going to be cancelled or replaced.

## 8. Sum insured and average

(Only applicable to specified items)

Irrespective of the age of the Insured Machinery, it is a requirement of this section that the insured amount(s) is/are at all times equal to the New Replacement Value of the Insured Machinery plus the removal costs of damaged Insured Machinery.

If the insured amount is less than the amount required to be insured, the Insurer shall pay only in such proportion as the insured amount bears to the amount required to be insured in terms of this condition. Every item (if more than one) shall be separately subject to this condition.

## 9. Unobtainable or obsolete parts

If the necessary parts are unobtainable, obsolete or unavailable, the Insurer's liability will be limited to the:

- a) estimated cost of similar parts that are currently available for equipment that is similar to that which suffered loss or damage;

- b) manufacturer's or supplier's last list price for the part(s) involved.

#### **10. Uninsured machinery**

The Insurer shall not cover machinery, Boilers and Pressure Equipment:

- a) used as a tool of trade;
- b) with a cylinder capacity less than 300 (three hundred) litres.

### **SPECIFIC WARRANTY (IF STATED IN THE SCHEDULE TO BE APPLICABLE)**

#### **1. Warranty for maintenance contract**

It is agreed and understood that a maintenance contract has to be in force during the period of insurance. Maintenance as used in this clause is understood to mean the following:

- a) safety checks;
- b) preventative maintenance; and
- c) rectification of loss or damage or faults arising from normal operation as well as from ageing, for example by repair or replacing of modules, sections, assemblies and components.

Costs of such maintenance work are not insurable.

## DEFINED EVENTS

The Insurer will, subject to the terms of this Policy and this section, indemnify the Insured for all Costs and Expenses and Compensation for which the Insured shall become legally liable to pay consequent upon Injury or Damage which occurred in the course of or in connection with the Business on the Premises within the territorial limits and on or after the retroactive date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the Period of Insurance.

## DEFINITIONS

For the purposes of determining the indemnity granted by this section the following terms shall mean:

### 1. Business

The business is as described in the Schedule and will also include:

- a) the ownership, repair, maintenance or use of the Premises;
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's Employees;
- c) the provision and management of security, fire, first aid and ambulance services;
- d) private manual work, carried out with the consent of the Insured, for any director, partner, or senior official of the Insured by any Employee.

### 2. Compensation

Monies paid or payable by judgement, award or settlement together with any liability on the Insured's part to pay legal costs and expenses (other than those defined as Costs and Expenses) in connection with an Occurrence. Compensation does not include awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or any other form whatsoever.

### 3. Computer system

Any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.

### 4. Costs and expenses

Costs, charges and expenses incurred by the Insured with the Insurer's prior consent:

- a) in the defence or settlement of any claim under this section of the policy or any action or prosecution bought against the Insured in respect of Injury or Damage or other liability as Insured in terms of this section of the policy.
- b) in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this section of the policy and/or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Section of the Policy.
- c) for such emergency medical treatment as may appear necessary in respect of Injury which may form the subject of indemnity by this section.

### 5. Damage

Loss of or physical damage to tangible property or wrongful interference with the enjoyment of rights over tangible property.

### 6. Electronic data

Any data stored on a Computer System.

### 7. Employee

- a) any person under a contract of employment or apprenticeship with the Insured;
- b) any labour master or labour only sub-contractor or person supplied by any of them;
- c) any self-employed person;
- d) any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by the Insured;
- e) any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme;
- f) any voluntary persons;

while engaged in work for the Insured in connection with the Business.

### 8. Injury

- a) death, bodily injury, mental injury, illness (mental or physical) or disease of or to any person.
- b) death, injury, illness, or disease; and injury may also include nervous shock, mental anguish or mental illness.
- c) bodily Injury, invasion of the right to privacy, discrimination, libel and slander, defamation of character, wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting.

### 9. Insured

- a) the first named party stated in the Schedule;
- b) at the request of the Insured:
  - i) any subsidiary company of the Insured declared to the Insurer;
  - ii) any director, partner or employee of the Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Insured;
  - iii) any officer, member, or employee of the Insured's canteen, social, sports, welfare organisation, fire, first aid or ambulance services (but excluding medical practitioners while working in a professional capacity) in their respective capacities as such;
  - iv) any director, partner, or senior official of the Insured in respect of private manual work carried out by any employee of the Insured for any such person, with the consent of the Insured;
  - v) any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by the Insured, in respect of liability for which the Insured would have been entitled to an indemnity under this section of the policy if the claim had been made against the Insured.
- c) in the event of the death of the Insured, the personal representatives of the Insured in respect of liability incurred by the Insured.

### 10. Personally identifiable information

Any data that can be used to contact or identify a specific individual.

### 11. Pollution

The emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes, smoke, soot or other airborne particulates, acids, alkalis,

chemicals and waste, electromagnetic waves, noise, vibrations, other emission or effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water.

## 12. Product

Any tangible property (including containers, packaging and labels) after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured excluding food and drink supplied for consumption on the premises of the Insured and solar energy supplied by the Insured's solar energy system (if stated as included in the Schedule under the Property All Risks section).

## LIMITS OF INDEMNITY

The amount payable, inclusive of any Costs and Expenses for any one event or series of events with one originating cause or source, shall not exceed the limit of indemnity stated in the Schedule.

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

## TERRITORIAL LIMITS

The Republic of South Africa.

## SPECIFIC EXCLUSIONS

The Insurer will not indemnify the Insured in respect of:

### 1. Aircraft

Liability caused by or through or in connection with:

- the refuelling or defueling of aircraft;
- the ownership, possession, maintenance, operation or use of aircraft, drone or an airline;
- the ownership, hire or leasing of any airport, airstrip or helicopter pad.

### 2. Contractual liability

Liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement. This specific exclusion does not apply to the Insured's own Standard Conditions of Contract or such other contracts or agreements lodged with and agreed to in writing by the Insurer.

### 3. Deliberate or intentional acts

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

### 4. Cyber liability

Any access to or disclosure of any person's organisation's confidential or personal information, including any Personally Identifiable Information, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any Computer System or Electronic Data.

### 5. Employees

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

### 6. Events known to the Insured

Any claim arising from an event known to the Insured:

- which is not reported to the Insurer in terms of General Condition 7: Claims;
- prior to inception of this section or inception of any extension under this section.

## 7. Excess

The excess stated in the Schedule. The provisions of this Specific Exclusion apply to Costs and Expenses incurred by the Insured.

## 8. Fines, penalties, etc.

Fines, penalties, punitive, exemplary or vindictive damages.

## 9. Jurisdiction

Damages in respect of judgement (or any order to enforce such judgement), award or settlement made or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa. This specific exclusion includes costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in nor recoverable in the Republic of South Africa.

## 10. Pollution

- 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 Specific Exclusion shall not apply where such seepage, Pollution or contamination is caused by a sudden, unintended and unforeseen occurrence;
- the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, Pollution or contamination is caused by a sudden, unintended and unforeseen occurrence

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

## 11. Products

Liability caused by or through or in connection with any Product.

## 12. Professional advice

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 or at the direction of the Insured.

## 13. Property in custody or control

Damage to:

- property belonging to the Insured or to any partner, director or employee of the Insured or any visitor to the Insured's premises;
- property in the custody or control of the Insured or any Employee of the Insured, but this exclusion shall not apply to:
  - premises (or the contents thereof) temporarily occupied by the Insured for work therein;
  - loss of or Damage to vehicles and their contents and accessories, the property of tenants, customers, visitors or Employees of the Insured using parking facilities provided by the Insured.
  - premises (including fixtures or fittings and/or the contents thereof) leased or hired by, or rented to or occupied by the Insured as tenant (but not as the owner) under a written contract or agreement, provided that this exclusion (iii) shall not apply to liability:
    - assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Insurer;
    - for fire or any other event against which such contract or agreement requires that insurance is effected;
    - arising out of breach of any term, condition, or warranty under any other applicable insurance policy.
- that part of any property on which the Insured is or has been working if such Damage results directly from such work.

## 14. Unlawful competition

Any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way

involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act, 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.

## 15. Vehicles, watercraft, locomotives

Liability caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft (other than non-motorised watercraft not exceeding 6 (six) metres in length and used only on inland waterways), locomotive or rolling stock.

This Specific Exclusion does not apply:

### a) Loading and unloading

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.

### b) Tool of trade

in respect of liability arising from the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that the Insurer 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, despite the fact that no such insurance is in force or has been effected, nor shall the Insurer be liable where any other form of motor insurance has been effected by the Insured covering the same liability.

### c) Transnet and other government departments

in respect of liability:

- i) assumed by the Insured under any contract entered into with or indemnity given to Transnet, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature;
- ii) arising from loss of or Damage to property belonging to Transnet while in the Insured's custody or control;
- iii) caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of the Insured at any railway siding.

### d) Unattached trailers

in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle, provided that the Insurer shall not be liable hereunder in respect of so much of any liability:

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

## 16. Vibration and removal of support

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

## MEMORANDUM

In respect of this section only, General Exclusion 14 is deleted and replaced by the following:

This section does not cover Injury, Damage or liability directly or indirectly caused by, related to, or in consequence of:

1. civil commotion, labour disturbances, riot, strike, lock out or public disorder or any act or activity which is calculated or directed to bring about any of the aforementioned;
2. war, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not) or civil war;
3. mutiny, military rising, military or usurped power, martial law or state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege;
4. insurrection, rebellion or resolution,
5. any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear or violence;
6. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority for the purpose of inspiring fear in the public or any section thereof;
7. Terrorism;
8. any attempt to perform any act referred to in 1., 2., 3., 4., 5., 6. or 7. above;
9. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to 1., 2., 3., 4., 5., 6. or 7. above.

If the Insurer alleges that by reason of the provisions of this General Exclusion, loss or damage is not covered by this Policy then the burden of proving the contrary will rest on the Insured.

For the purposes of this Memorandum, Terrorism shall mean the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism will also include any act which is verified or recognised by the Republic of South Africa's Government as an act of terrorism.

## SPECIFIC CONDITIONS

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

Any claim first made in writing against the Insured after the expiry date of the Period of Insurance as a result of a defined event reported in terms of General Condition 7: Claims during the Period of Insurance (hereinafter termed reported event) shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Insurer.

### 2. Manifestation clause

When the facts do not speak for themselves and the Insurer and the Insured cannot mutually agree when the injury or damage occurred, then for the purposes of determining the indemnity granted:

- a) the Injury shall be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury shall be deemed to have occurred when the Insured was first advised of the Injury.
- b) the Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause is unknown.

### 3. Series of claims from one original cause

Any series of claims made against the Insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one originating cause or source shall be treated as if they all had first been made against the Insured:

- a) on the date that the event was reported by the Insured in terms of General Condition; or

- b) if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.

#### 4. Spread of fire

It is a condition of indemnification under this policy in respect of spread of fire from the Premises that the Insured has complied with the requirements of the National Veld and Forest Fire Act No. 101 of 1998 (as amended), irrespective of whether the fire is a veldfire or not.

### CLAUSES AND EXTENSIONS: AUTOMATICALLY INCLUDED

Subject otherwise to the terms of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each clause and extension.

#### 1. Acquisitions and new business

The indemnity granted by this section of the policy extends to any company formed and/or acquired by the Insured during the period of insurance for a period of 90 (ninety) days of such formation and/or acquisition.

Provided always that:

- the retroactive date in respect of such new company shall be deemed to be the date when a newly formed and/or acquired company first purchased liability insurance of the type hereby Insured on a "claims made" basis, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the retroactive date shall be the date of such acquisition;
- the Insured's business activities remain unchanged;
- the annual turnover of all newly formed and/or acquired companies does not exceed 5% (five percent) of the estimated annual turnover of the Insured as advised to the Insurer at inception hereof;
- the Insured shall advise the Insurer of such formations and/or acquisitions before the expiry of 90 (ninety) days thereof and the Insurer may amend the terms of this section of the policy accordingly.

#### 2. Additional insured

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

- in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
- any partner or director or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance;
- to the extent required by the conditions of any contract and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the Insured for the purposes of the Business;
- in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the Insured for the benefit of their employees;
  - any officer or member thereof;
  - any visiting sports team or member thereof;

provided that:

- the aggregate liability of the Insurer 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), b) and c) applies only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured.

For the purposes of this extension, the Insurer waives all rights of subrogation or action which they may have or acquire against any of the above, and each party to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms of this policy in so far as they can apply.

#### 3. Cross liabilities

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

#### 4. Emergency medical expenses

The Insurer will indemnify the Insured for all reasonable expenses incurred by the Insured for such immediate medical treatment as may be necessary at the time of an accident causing Injury to any person who may be the subject of a claim for indemnity by the Insured in terms of this section.

#### 5. Legal Expenses for Breach of Statute or Employment Practices

The Insurer will pay legal costs and disbursements for which any Trustee or employee of a Scheme may become liable to pay or incurs in defence or appeal in connection with proceedings that are first commenced against such person during the period of insurance and reported to the Insurer during the Period of Insurance for:

- related to any alleged breach of any occupational health and safety legislation; or
- arising out of a dispute with an employee, former employee or prospective employee of a Scheme concerning Employment Practices.

Specific Conditions applicable to Legal Expense Cover for Breach of Statute or Employment Practices

- No legal costs and disbursements that may be covered by this extension must be incurred without first obtaining the Insurer's prior written consent. If the Insurer's prior written consent is not obtained, the Body Corporate's entitlement to cover under this extension may be forfeited.
- The Insurer shall not be obliged to pay any legal costs and disbursements under this extension unless it is satisfied that the Trustee or employee has good prospects of successfully defending or appealing the proceedings and that the legal costs and disbursements are both reasonable and necessary.
- The Insurer has the sole right to choose the legal representative to act on behalf of the Trustee or employee in the proceedings.

Specific Exclusions Applicable to Legal Expense Cover for Breach of Statute or Employment Practices

In addition to the general exclusions of the policy and the specific exclusions applying to this section, the Insurer will not pay any legal costs and disbursements incurred or payable in connection with any proceeding:

- where the insured has not sought and obtained the Insurer's prior written consent to the incurring of those legal costs and disbursements;
- where the insured was aware or ought reasonably to have been aware of facts, matters or circumstances potentially giving rise to that proceeding prior to the period of insurance;
- in which relief is sought by way of penalty, fine or aggravated, exemplary or punitive damages;
- in which defamation, libel or slander is alleged (other than in relation to Employment Practices);
- in which fraud or dishonesty is alleged;
- in which a conflict of interest is alleged;
- in which a failure to obtain insurance or appropriate insurance is alleged;
- claiming compensation or an award of damages;

- i) relating to any matter where insurance cover is available under another Section or Extension of this Policy, notwithstanding that such cover was not taken out.

## 6. Gratuitous advice

Notwithstanding anything to the contrary contained in the Specific Exclusions, the Insurer will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay arising out of incorrect or inadequate advice given in the course of the Business, provided such advice is not given for a fee. The Insurer hereby agrees that they will not raise as a defence to granting indemnity under this section that no Damage (as envisaged by the Defined Events of this section) has occurred, provided always that the amount payable under this extension shall not exceed the limit of indemnity for this extension stated in the Schedule.

The Insurer will not indemnify the Insured for:

- a) liability arising out of the insolvency, liquidation or judicial management of the Insured or of any party who enters into an agreement with the Insured;
- b) liability arising out of financial services and/or cost estimates provided by or on behalf of the Insured;
- c) liability arising out of defamation;
- d) liability arising out of design, formula, supervision, treatment or advice given by or on behalf of the Insured in exchange for a fee;
- e) penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;
- f) loss of or damage to any electronic data howsoever caused including detrimental change thereto and any consequence arising therefrom;
- g) liability arising out of technical information or advice given in connection with a Product unless the extension for Products Liability is included in the Schedule.

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

## CLAUSES AND EXTENSIONS: OPTIONAL

Subject otherwise to the terms of this section and the General section, the cover under this section is amended or extended as set out below under each clause and extension where applicable as indicated in the Schedule to be included.

### 1. Care, custody and control

Despite anything to the contrary contained in the General Liability Section, the Insurer will indemnify the Insured against liability for loss of or physical damage to property temporarily in the Insured's possession for storage or any other purpose (hereinafter referred to as property) insofar as such property is not the subject of any material damage policy available to the Insured.

The Insurer will however not indemnify the Insured for:

- a) damage to or liability for property of any kind being transported in or on a Vehicle (other than whilst being loaded or unloaded beyond the limits of any carriageway or thoroughfare);
- b) loss of property due to the dishonest act of any Employee or any person to whom the property is entrusted, whether acting alone or in collusion with others;
- c) wilful and illegal sale of property by the insured;
- d) forged warehouse receipts;
- e) mechanical or electrical malfunction or non-function of property for reasons other than obvious external damage;
- f) damage to property caused by rust, wear and tear, gradual deterioration, moths, vermin, termites, insects, inherent vice or damage due to or resulting from any repairing, restoration or retouching process;

- g) delay, loss of market, consequential loss of any kind, depreciation, deterioration or change brought about by any natural causes;
- h) damage to accounts, bills, deeds, evidence of debt, securities, current coins (including Krugerrands and similar coins), bank and currency notes, travellers' and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers and other certificates, documents or instruments of a negotiable nature;
- i) damage to furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art
- j) loss of or injury to livestock and animals.

This extension is subject to the Insured complying with the following special conditions of storage:

- a) property shall only be accepted for storage by the Insured if the person wishing to store the property has agreed to the terms and conditions contained in the Insured's standard conditions of storage by signing and dating the Insured's document; and
- b) property must be stored in a warehouse/building occupied by the Insured as owner or tenant.

It is a condition precedent to liability of the Insurer under this extension that if a claim arises in respect of property already in storage at the inception date of this extension, then the onus is on the Insured to prove that any Damage to such property occurred subsequent to that inception date.

Provided always that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule;
- b) the Insured shall be responsible for the excess, as stated in the Schedule, in respect of each and every claim in terms of this extension.

### 2. Employers liability (including employee to employee liability)

Notwithstanding anything to the contrary contained in the Specific Exceptions, the Insurer will indemnify the Insured for Damages which the Insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the Insured, which occurred in the course of and in connection with such person's employment by the Insured within the Territorial limits and on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against the insured in writing during the period of insurance.

This extension does not cover liability:

- a) assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement;
- b) for disease or impairment attributable to a gradually operating cause which does not arise from a sudden identifiable accident or event;
- c) fines, penalties, punitive, exemplary or vindictive damages;
- d) Damage in respect of judgements delivered or obtained in the first instance in a court that does not have competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho or eSwatini;
- e) Costs and Expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the countries mentioned in (d) above;
- f) any claim arising from an event known to the Insured prior to inception of this section and which was not reported to the Insurer in terms of General Condition 7: Claims;

Provided always that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule;
- b) the Insured shall be responsible for the excess, as stated in the Schedule, in respect of each and every claim in terms of this extension.

Principals extension applicable to Employers liability:

Where a principal and the Insured are liable for the same damages and where any contract or agreement between a principal and the Insured so requires, the Insurer will, notwithstanding the aforementioned Specific exception 4. a) above, indemnify the principal in like manner to the Insured but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from the negligence of the Insured or the Insured's employees provided that:

- a) in the event of a claim in terms of this extension, the Insured shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in the Insurer;
- b) the principal shall, as though they were the Insured fulfil and be subject to the terms, exceptions and conditions (both General and Specific) of this policy in so far as they can apply;
- c) the liability of the Insurer is not hereby increased.

Employee to Employee Extension applicable to Employers liability:

The indemnity granted hereby shall extend at the Insured's option and subject to the agreement of the Insurer (which agreement shall not be unreasonably withheld) to any employee of the Insured in respect of their liability to any other employee whilst acting in the scope of their employment with the Insured, provided always that:

- a) such employee shall as if they were Insured, observe, fulfil and be subject to the terms, exclusions and conditions of this section and the general conditions and exceptions of this policy insofar as they can apply;
- b) if at any time of defined event there is but for the existence of this extension there would be any other insurance or indemnity in favour of or effected on behalf of such employee, applicable to such defined event, the Insurer shall not be liable to indemnify the employee in terms of this extension.

### 3. Errors and omissions

Notwithstanding anything to the contrary contained in the Specific Exclusions, the Insurer will indemnify the Insured for financial loss, for which the Insured may be legally liable, caused by an error or omission by the Insured in the conduct or execution of their services or duties, or incorrect or inadequate advice provided in the course of the Business.

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

This extension does not cover:

- a) liability arising out of any technical information or advice given in connection with the Insured's Product unless Products Liability/ Defective Workmanship is included in the Schedule;
- b) liability arising out of any dishonest or malicious act or omission of the Insured or their predecessors in business;
- c) liability arising out of any negligent act, error or omission in the professional services and/or duties rendered or which should have been rendered by any medical practitioner, nurse or other medical official in the full or part time service of the Insured;
- d) liability arising out of the Insured's failure to meet contractual requirements relating to efficiency, output or durability unless such failure relates to an unintentional negligent act, error or omission in connection with a detailed design and/or detailed specification;
- e) loss of or damage to any property of the Insured or any financial loss sustained by the Insured arising out of the provision of professional services and/or duties by any contractor or consultant, despite anything to the contrary contained in the Indemnity to Others Clause and the Cross Liabilities Clause;
- f) liability consequent upon Injury or Damage caused by or through or in connection with any design, formula, specification

or advice given or treatment of a professional nature covered by any other section of this Policy;

- g) fines and/or penalties and/or punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages and/or any other non-compensating damage of any kind awarded against the Insured;
- h) liability arising out of wrongful arrest (including assault in connection therewith);
- i) liability arising out of defamation or injuria;
- j) liability arising out of the Insured's advertising and/or marketing activities;
- k) liability arising out of infringement of copyright;
- l) liability arising out of the Insured providing an express warranty or guarantee which increases the Insured's measure of liability;
- m) liability arising out of any advisory and/or administrative services in connection with arranging finance, assurance or insurance for or on behalf of clients;
- n) liability arising out of advisory and/or administrative services in connection with any pension and/or provident fund, medical aid or welfare plan;
- o) liability arising directly or indirectly, resulting from the Insured acting in a capacity as a trustee, fiduciary, administrator of any pension and/or provident fund, medical aid or welfare plan or being involved in any profit sharing, share options, share incentive scheme or trust established in whole or in part for the benefit of any of the directors, officers or Employees of the Insured;
- p) liability arising out of the insolvency, liquidation or judicial management of the Insured or of any party who enters into any agreement with the Insured;
- q) liability in respect of financial guarantee and/or finite risk;
- r) liability in respect of which the Insured is indemnified under any other insurance;
- s) claims made against the Insured for the removal, repair, alteration, treatment or replacement of any Product or part thereof which is alleged to be defective or harmful in nature or which fails or may fail to perform the function for which it was manufactured, sold, supplied, installed, repaired, altered or treated;
- t) liability arising out of Injury or Damage;
- u) claims made against the directors and/or officers of the Insured;
- v) claims made or actions instituted upon the Insured arising out of:
  - i) operations located in North America or Australia;
  - ii) activities of the Insured within North America or Australia;
  - iii) principals and/or Employees of the Insured temporarily visiting North America or Australia in the course of the Business.
- w) liability arising out of financial services and/or cost estimates provided by or on behalf of the Insured;
- x) liability arising out of Documents, entrusted to the Insured, being lost, destroyed or damaged.

### 4. Extended reporting option

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all terms of this section, the Insurer agrees to extend the period during which the Insured may report an event in terms of General Condition 7: Claims, for a period to be agreed, but in no circumstances exceeding 36 (thirty-six) months (hereinafter referred to as Extended Reporting Period), provided that:

- a) this option may only be exercised in the event of the Insurer cancelling or refusing to renew this section;

- b) this option may only be exercised by the Insured in writing within 30 (thirty) days of cancellation or non-renewal of this section;
- c) once exercised, the option cannot be cancelled by either the Insured or the Insurer;
- d) the Insured has not obtained insurance equal in scope and cover to this section as expiring;
- e) the Insurer shall only be liable for a Defined Event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
- f) claims first made against the Insured or any reported events by the Insured during the Extended Reporting Period shall be treated as if they were first made or reported on the last day preceding the date of cancellation or non-renewal;
- g) the total amount payable by the Insurer for claims made of reported events during the Extended Reporting Period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the date of cancellation or non-renewal.

## 5. Extensions for guesthouses, hotels and lodges

These extensions only apply to that part of the risk that relates to the guesthouse and/or lodge if insured in terms of this section:

- a) Cleaning/Dry cleaning of guests effects

Notwithstanding anything to the contrary contained in the Specific Exclusions, the Insurer will indemnify the Insured for loss or damage to guests' laundry whilst undergoing a process of cleaning and/or dry cleaning, provided that:

- i) the Insurer's maximum liability shall not exceed the amount stated in the Schedule;
- ii) the Insured shall be responsible for the excess, as stated in the Schedule, in respect of each and every claim in terms of this extension.

- b) Property of guests

Specific exclusion 14. b) ii) is cancelled and replaced by:

14. b) ii) Property in the custody or control of the Insured or any employee of the Insured but this exclusion shall not apply to:

- i) property (other than motor vehicles) of visitors to the Premises or of principals directors members partners or employees of The Insured;
- ii) vehicles not hired by or lent to the Insured (including their contents and accessories) utilising the Insured's parking facilities;
- iii) premises not owned or rented by the Insured temporarily occupied by him for the purposes of work thereon or therein unless liability arises solely in terms of an agreement,

provided that:

- i) the Insurer's maximum liability shall not exceed the amount stated in the Schedule;
- ii) the Insured shall be responsible for the excess, as stated in the Schedule, in respect of each and every claim in terms of this extension.

## 6. Fire extinguishing charges or water bombing

Notwithstanding anything to the contrary contained in the Specific Exclusions, the Insurer will indemnify the Insured for all reasonable fire extinguishing costs and expenses which the Insured shall become legally liable to pay as a result of the extinguishing or fighting of fire (including water bombing activities by air) or any other fire extinguishing methods to prevent spreading of fire from the insured to any third-party property, provided that:

- a) such third-party property was in danger as a result of such fire;
- b) the Insurer's maximum liability shall not exceed the amount stated in the Schedule;

- c) the Insured shall be responsible for the excess, as stated in the Schedule, in respect of each and every claim in terms of this extension.

The Insurer will also, subject to the separate limit of indemnity against "Spotter plane charges", indemnify the Insured for the reasonable costs and expenses for which the Insured shall become legally liable to pay as a result of the call out and assistance of a Spotter Plane belonging to Working on Fire (WOF) which has been requested by the Fire Protection Officer of a registered Fire Protection Association for the purposes of spotting the fire or guiding the helicopter or other aircraft required for water-bombing to the site of the fire.

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

## 7. Legal liability for loss of documents

If the Insured discovers that Documents belonging to the Insured or which have been entrusted to the Insured and which were believed to be in the Insured's possession or that of another party to whom such Documents had been entrusted, lodged or deposited by the Insured in the ordinary course of the Business, have been destroyed, damaged or lost and after diligent search cannot be found, the Insurer will indemnify the Insured against:

- a) any liabilities of whatsoever nature which they may incur to third parties in consequence of such Documents having been so destroyed, damaged or lost;
- b) all costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents.

Provided always that:

- a) the destroyed, damaged or lost Documents are discovered during the Period of Insurance and is reported in writing to the Insurer within 30 (thirty) days of the date of discovery;
- b) the amount of any claim for costs, charges and expenses will be supported by bills and/or accounts which will be subject to approval by some competent person to be nominated by the Insurer with the approval of the Insured;
- c) no liability will attach for any loss brought about or contributed to by the dishonesty of any of the Insured's directors, partners or Employees.

## 8. Statutory legal defence costs

If the Insured so requests, the Insurer will indemnify any employee, partner or director of the Insured against Costs and Expenses incurred by or on behalf of such person with the consent of the Insurer in the defence of any prosecution of such person in the course of his occupation with the Insured during the period of insurance. and arising from an alleged contravention of any statute other than:

- a) the Companies Act, 2008 or any act passed in substitution thereof, or any other similar legislation in any other jurisdiction;
- b) any statute governing the ownership, use or licensing of motor vehicles, aircraft or watercraft;
- c) the National Environmental Management Act as read in conjunction with the Criminal Procedure Act, 1955 or any act passed in substitution thereof;
- d) any statute governing the use of labour.
- e) Provided that:

- i) in the case of an appeal, the Insurer shall not indemnify such person unless a senior counsel approved by the Insurer shall advise that such appeal should, in his/her opinion, succeed;
- ii) the Insurer shall not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon;
- iii) such person shall, as though they were the Insured, observe, fulfil and be subject to the terms, exclusions and conditions of this section and the General Conditions and Exclusions of this policy in so far as they can apply.

- iv) if the prosecution arises from or in connection with any Product, the Insurer will only indemnify the Insured or any employee, partner or director of the Insured if the extension for Products liability is stated in the Schedule to be included.
- v) the Insurer's maximum liability shall not exceed the amount stated in the Schedule;
- vi) the Insured shall be responsible for the excess, as stated in the Schedule, in respect of each and every claim in terms of this extension.

#### **9. Vibration and removal of support**

Notwithstanding anything to the contrary contained in the Specific Exclusions, the Insurer will indemnify the Insured in respect of all sums that the Insured is or shall become legally liable to pay arising out of injury or damage caused by dewatering or the removal of or weakening of or interference with support to land and/or property adjacent to or in the vicinity of any contract or works or premises of the Insured,

provided always that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule;
- b) the Insured shall be responsible for the excess, as stated in the Schedule, in respect of each and every claim in terms of this extension.

#### **10. Wrongful arrest and defamation**

The defined events are extended to include Damages:

- a) resulting from wrongful arrest (including assault in connection with such wrongful arrest);
- b) in respect of defamatory statements whether written or verbal;

Provided always that:

- a) the Insurer's maximum liability shall not exceed the amount stated in the Schedule;
- b) the Insured shall be responsible for the excess, as stated in the Schedule, in respect of each and every claim in terms of this extension.

## INSURING AGREEMENTS

### 1. Director's Personal Liability

Subject to the terms of this Policy and this section, the Insurer shall pay on behalf of the Director(s) (as defined in this section) loss for which they are not indemnified by the Insured and for which the Director(s) becomes legally obligated to pay on account of any claim first made in writing against them, individually or otherwise, during the Period of Insurance for a wrongful act (as defined in this section) taking place on or after the retroactive date and within the territorial limits stated in the Schedule.

### 2. Company reimbursement

Subject to the terms of this Policy and this section, the Insurer shall reimburse the Insured for loss arising from company indemnification of the Director(s) (as defined in this section), as permitted or required by law, and which the Director(s) have become legally obligated to pay on account of any claim first made in writing against them, individually or otherwise, during the period of insurance for a wrongful act (as defined in the section) taking place on or after the retroactive date and within the territorial limits stated in the Schedule.

## DEFINITIONS

### 1. Claim

Shall mean a written demand or a civil, regulatory or arbitration proceeding seeking compensation for damages for an alleged or actual wrongful act.

### 2. Companies Act

Shall mean The Companies Act No 71 of 2008, as amended.

### 3. Defence costs

Shall mean the reasonable costs and expenses incurred with the Insurer's prior written consent in connection with the investigation, defence, settlement or appeal of a claim. Defence costs do not include remuneration, cost of time or costs or overheads of the Insured or any Director. Defence costs may include the reasonable fees, costs and expenses of an accredited expert retained through defence counsel approved by the Insurer, to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the assessment or defence of a claim.

### 4. Director

Shall mean any natural person, who will, for purposes of this section of the policy, be deemed to be the Insured, and who is:

- a) a Director, former Director or alternate Director including;
  - i) the spouse of a Director (whether that status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) as a result of his or her status as the spouse of that Director, including any claim that seeks damages recoverable from the marital community property or property jointly held by the Director and the spouse, provided that this definition will not afford cover for any claim for any wrongful act of the spouse and this definition applies only to a wrongful act committed by a Director;
  - ii) the executor, heirs or legal representatives of a Director who has died, or the lawfully appointed legal representatives of a Director who has been declared incompetent, insolvent or liquidated, to the extent that in the absence of such death, incompetence, insolvency or liquidation, such a claim against the Director concerned would have been covered under this section of the policy.
- b) a prescribed officer as defined in the Companies Act, including the company secretary;

- c) an employee in a managerial or supervisory capacity;
- d) a member of a committee of the board including the audit committee and who is acting in such capacity for the Insured.

### 5. Employment practice violation

Shall mean:

- a) any actual or alleged unfair or wrongful dismissal, discharge or termination, either actual or constructive, of employment, including breach of an implied contract;
- b) employment-related misrepresentation;
- c) wrongful failure to employ or promote, wrongful deprivation of career opportunities, or wrongful discipline; failure to furnish accurate job references; failure to grant tenure; negligent employee evaluation;
- d) sexual or workplace or racial or disability harassment of any kind (including the alleged creation of a harassing workplace environment);
- e) unlawful discrimination, whether direct, indirect, intentional or unintentional; failure to provide adequate employee policies and procedures;
- f) retaliation (including lockouts);
- g) any other basis for a claim pursuant to the Basic Conditions of Employment Act 1998 or the Labour Relations Act No 66 of 1995 or equivalent legislation found in other jurisdictions;

provided that the foregoing act, error omissions or basis relates to the employment or prospective employment of any past, present, future or prospective employee of the Insured.

### 6. Limit of indemnity

Shall mean the maximum amount of the Insurer's liability in respect of any one claim under this section of the policy, as stated in the Schedule.

Any claim or claims arising out of, based upon or attributable to:

- a) the same cause;
- b) a single wrongful act;
- c) a series of continuous, repeated or related wrongful acts;

will be considered a single claim for purposes of this section of the policy.

### 7. Official body

Shall mean any regulatory authority or commission, government body or official trade body, empowered to investigate the Insured's affairs and business.

### 8. Pollutant

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

### 9. Reckless trading

Shall mean the carrying on of a business in a reckless manner, with gross negligence, with the intent to defraud any person, for any fraudulent purpose, or trading under insolvent circumstances as set out in the Companies Act.

## 10. Regulatory investigation hearing

Shall mean any formal or official investigation, inquiry or hearing by any official body into the affairs and conduct of a Director, in the capacity as such, and which investigation, inquiry or hearing identifies the Director in writing as a target, or the subject matter of such investigation, inquiry or hearing, and which requires the Director concerned to attend the investigation, inquiry or hearing.

## 11. Subsidiary

Shall mean any company which the Insured or a subsidiary controls through:

- a) holding a majority of voting rights;
- b) the right to appoint or remove a majority of its board of Directors;
- c) controlling alone, or pursuant to a written agreement with other shareholders or members, a majority of the voting rights therein.

In respect of any subsidiary, cover provided by this section of the policy for any wrongful act will cease as of the effective date of the sale or dissolution of that subsidiary.

## 12. The Insured

Shall mean the company named in the schedule and any subsidiary of that company.

## 13. Transaction

Shall mean any one or a combination of the following events:

- a) The Insured consolidates with or merge into, or sell all or a greater part of the Insured's assets or undertaking to, any other person or entity or group of persons or entities acting in concert;
- b) any person or entity or group of persons or entities acting in concert (other than a subsidiary) becomes entitled to exercise more than 50% (fifty percent) of the rights to vote at the Insured's general meetings or to control the appointment of Directors who are able to exercise a majority of votes at meetings of the Insured's board.

## 14. United States of America and/or Canada

Shall mean the United States of America and/or Canada and/or their respective possessions or protectorates and/or any country which operate under the laws of the United States of America or Canada.

## 15. Wrongful act

Shall mean any actual or alleged wrongful breach of trust, breach of duty, error, omission, misstatement, misleading statement, or other wrongful act or omission by a Director acting solely in such capacity and which unexpectedly or unintentionally results in a liability under this section of the policy, including any employment practice violation.

## LIMIT OF INDEMNITY

The total amount payable by the Insurer in accordance with the Insuring Agreements and the extensions, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and all other costs and expenses incurred with the Insurers consent for any one event or series of events with one originating cause or source, shall not exceed the limit of indemnity stated in the Schedule.

The renewal of this insurance from period to period or any extension of any period of insurance will not have the effect of accumulating or increasing the liability of the Insured beyond the Limit of Indemnity stated in the Schedule.

Where more than one period of insurance of this policy, following its renewal or replacement may apply to an originating cause or sources, the Insurer's liability will be limited to the maximum limit of indemnity for any one such period of insurance.

## SPECIFIC EXCLUSIONS

The Insurer shall not indemnify the Insured in respect of:

### 1. Commissions

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of:

- a) payments, commissions, gratuities, benefits or any other favours provided to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated;
- b) payments, commissions, gratuities, benefits or any other favours provided to or for the benefit of any full or part-time officials, Directors, agents, partners, representatives, principal shareholders, or owners or employees, or 'affiliates' (as that term is defined in the Securities Exchange Act of 1934, including any officers, Directors, agents, owners, partners, representatives, principal shareholders or employees of such affiliates) of any customers of the Insured or any members of their family or any entity with which they are affiliated;
- c) political contributions, whether domestic or foreign.

### 2. Fines and penalties

any fines or penalties, loss of licence, the payment of taxes or remuneration, liquidated or non-compensatory damages including punitive or exemplary damages, or the multiplied portion of multiple damages, or any amount which is deemed uninsurable by law or contrary to public policy.

### 3. Insured versus Insured

made or instigated by any Director against any other Director.

### 4. Illegal/improper conduct

arising out of, based upon or attributable to:

- a) the gaining of any personal profit, reward, advantage or receiving of any remuneration to which a Director was not legally entitled;
- b) any criminal act other than costs as provided for in extension 5: Permitted advanced costs under the Companies Act;
- c) any allegation that a Director improperly benefited from any transaction relating to shares, stock or debentures as a result of information that was not readily available to other sellers or purchasers of such shares, stock or debentures;
- d) any matter or allegation involving dealings by which it is sought to affect the price of shares, stock or debentures, any goods or services or currency or negotiable instrument, other than dealings carried out in accordance with all applicable laws and regulations pertaining to such dealings;
- e) any matter which is deemed to be uninsurable under any law applicable to this policy.

For the purpose of determining the applicability of this specific exclusion, the information or knowledge possessed by any Director will not be imputed to any other Director.

### 5. Major shareholder

made or instigated by any member of the Insured holding or controlling more than 25% (twenty five percent) of the shares, stock or debentures.

### 6. Pollution

arising out of, based upon or attributable to the actual, alleged or threatened discharge, dispersal, release or escape of, or records concerning a pollutant; or any request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise a pollutant.

### 7. Prior claims and circumstances

arising out of, based upon or attributable to:

- a) any claim made prior to or pending at the inception of this policy;
- b) any circumstance that, as of the inception of this policy, may reasonably have been expected to give rise to a claim;

- c) any circumstance or claim of which notice has been given under any policy existing or expired before or on the inception date of this policy;

provided that nothing contained in this specific exclusion will be interpreted as releasing the insured from the obligation to reveal as a material fact all details of claims made or circumstances or events likely to give rise to a claim.

#### **8. Professional indemnity**

arising out of, based upon or attributable to any actual or alleged breach of professional services provided to, or professional duty owed to, a third party.

#### **9. Property damage and bodily injury**

injury and damage, sickness, disease, death or emotional distress, or damage to, destruction, impairment or loss of use of any property provided that any claim for emotional distress will not be excluded with respect to an employment practice violation.

#### **10. Securities**

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of the actual or intended listing, private placement or public offering of any securities of the Insured as a company.

#### **11. Trustees and administrators**

arising out of, based upon or attributable to any act or omission as trustee, fiduciary or administrator of any pension plan, welfare plan, retirement fund, profit sharing, share option, share incentive scheme or trust or any other employee benefit program.

#### **12. USA/Canada claims**

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of, or in any way involving any matter or claim where relief is sought or legal action or litigation is threatened or pursued in a court of law or other authority, constituted in the United States of America of America and/or Canada, or arising out of any activities carried on in the United States of America of America and/or Canada.

The Insurer shall not be responsible to pay for any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America and/or Canada or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part.

### **SPECIFIC CONDITIONS**

#### **1. Admission of liability**

The Insured will not admit or assume any liability, enter into any settlement agreement, or consent to any judgment without the prior written consent of the Insurer. Only judgments resulting from claims defended in accordance with this section of the policy will be recoverable as a loss under this section. If the Insured is in breach of this condition, this section of the policy will afford no cover in connection with that claim.

#### **2. Allocation between the Insured and the Director**

The Insurer will only be liable to provide an indemnity for a covered claim against a Director. The Insurer has no obligation under this section of the policy to pay defence costs incurred by, judgments against or settlements entered into by the Insured arising out of a claim made against the Insured, nor does the Insurer have any obligation to provide an indemnity arising out of any legal liability that the Insured may have to a claimant, provided that in respect of:

- a) Defence Costs jointly incurred by;
- b) any joint settlement entered into by; and/or
- c) any judgment of joint and several liability against the Insured and any Director;

in connection with any claim, the Insured and any Director and the Insurer hereby agree to use their respective best efforts to determine a fair and proper allocation of liability and the amounts as between the Insurer, any such Director and the Insured, taking into account the relative legal and financial exposures, and the

relative benefits obtained by the Insured and any such Director.

In the event that any claim involves both covered matters, and matters or persons not covered under this section, a fair and proper allocation of any defence costs, judgments and/or settlements will be made between the Insured, the Director and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters or people not covered under this section of the policy.

#### **3. Claims made and reported**

The insurance provided under this section of the policy is afforded solely with respect to claims first made against a Director during the period of insurance and upon the condition precedent that such claims have been reported to the Insurer as soon as possible, but in all events no later than during the period of insurance.

#### **4. Claim notification**

The Insured will notify the Insurer in writing as soon as possible:

- a) after receiving a written demand, service of suit or institution of legal proceedings, arbitration or other alternate dispute resolution alleging a wrongful act or after the Insured become aware of the intention of any person to take such action against any Director;
- b) after receiving written notice of any criminal prosecution of any Director in their capacity as such;
- c) after receiving written notice requiring attendance at any Regulatory Investigation Hearing;
- d) after receiving written notice of any order or charge obtained against a Director in their capacity as such;
- e) after becoming aware of any fact, circumstance or event which could give rise to any such demand or action contemplated by a) to d) at any time.

#### **5. Defence and settlement**

Any person making notification or indemnified hereunder must, at their own cost, render all reasonable assistance to and cooperate with the Insurer. Any such person will, in the event of any claim, take all reasonable steps to mitigate loss. Except as otherwise provided in this Specific Condition, the Insured will have the right and duty to defend and contest any claim made against it. The Insurer will be entitled to participate fully in the defence and negotiation of any settlement that involves or appears likely to involve the Insurer. The Insurer will also be entitled, if it so elects, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for the Insurer's own benefit any claim for indemnity or damages or otherwise. The Insurer will have full discretion in the conduct of any such proceedings and in the settlement of any such claim.

The Insurer may at any time pay to the Insured in connection with any claim, or series of claims, the limit of indemnity after deduction of any sum or sums already paid, or any lesser amount for which the claim or claims can reasonably be settled. Upon such payment being made, the Insurer will relinquish the control and conduct of such claim or claims and be under no further liability in connection therewith.

#### **6. No cover to apply/changes in risk**

Cover for any claim will apply only for Wrongful acts as defined in this section, committed whilst the Director serves in that capacity for the Insured.

The Insurer will not be liable to provide any indemnity in connection with any claim arising out of, based upon or attributable to a wrongful act committed after the occurrence of a transaction.

#### **7. Other Insurance**

This section of the policy will not be drawn into contribution with any other indemnity insurance except in respect of any excess beyond the amount payable under such other insurance.

#### **8. Reporting of circumstances**

The Insured may, during the period of insurance, notify the Insurer of any circumstance reasonably expected to give rise to a claim. The notice must include the reasons for anticipating that

claim and full particulars as to dates, acts and persons involved. Any claim arising out of such reported circumstances, if accepted by the Insurer, will then be deemed to have been made during the period of insurance.

## 9. Subrogation

If an indemnity is granted under this section of the policy by the Insurer, the Insurer will be subrogated to all rights of recovery of the insured whether or not payment has in fact been made and whether or not the Insured has been fully compensated for its actual loss or liability. The Insurer will be entitled to pursue and enforce such rights in the name of the Insured, who will provide the Insurer with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The Insured will do nothing to prejudice these rights. Any amount recovered in excess of the Insurer's total payment will be restored to the Insured less the cost to the Insured of such recovery.

## CLAUSES AND EXTENSIONS: AUTOMATICALLY INCLUDED

Amounts paid hereunder are inclusive of the Limit of Indemnity for this section of the policy and are not payable in addition to the Limit of Indemnity.

### 1. Defence costs

The Insurer will reimburse the Insured for claimant's costs and expenses and defence costs, incurred during the period of insurance with the Insurer's prior written consent, in respect of any claim which is the subject of an indemnity provided by either Insuring Agreement 1 or 2.

### 2. Emergency legal costs

If the Insurer's prior written consent cannot reasonably be obtained before defence costs are incurred with respect to any claim, the Insurer will give retrospective approval for such defence costs, subject to a maximum limit of 10% (ten percent) of the Limit of Indemnity, provided that such costs were reasonably and necessarily incurred as a matter of urgency in dealing with a claim which is the subject of an indemnity provided by either Insuring Agreement 1 or 2.

### 3. Extended discovery period

In the event that the Insured elects not to renew or extend this policy, and the Insured does not affect any similar legal liability insurance in substitution and the Insured specifically declares same to the Insurer prior to the expiry of the policy, then the insurance provided under this section will be extended for a period of 60 (sixty) days to include written notification of any claim first made against a Director during such extended period or the Period of Insurance, for any wrongful act occurring prior to the expiry of the period of insurance, and notified to the Insurer during the extended discovery period (which will commence immediately following the date of expiry of the Policy). The wrongful act must have occurred subsequent to the Retroactive Date shown in the schedule and prior to the expiry of the policy.

### 4. New subsidiaries

If the Insured, during the period of insurance, incorporates or acquires a new subsidiary, cover is extended as follows:

- a) if the newly incorporated or acquired subsidiary's total gross assets, as set out in the latest audited annual financial statements, exceeds the Insured's total gross assets, as declared at inception of the Policy, by more than 25% (twenty five percent), or the subsidiary has a previous claims history, or is incorporated or domiciled or operates whether wholly or partly within the United States of America and/ or Canada, then the Insured will give the Insurer such information as the Insurer may require and, if the Insurer elects to include such subsidiary under this section of the policy, the Insured will pay the reasonable additional premium within 45 (forty five) days of such creation or acquisition;
- b) if the newly incorporated or acquired subsidiary's total gross assets, as set out in the latest audited annual financial statements, does not exceed the Insured's total gross assets, as declared at inception of the Policy, by more than 25% (twenty five percent), and the subsidiary does not have a previous claims history, and is not incorporated or domiciled

or operates whether wholly or partly within the United States of America and/or Canada, then cover will apply automatically without payment of any additional premium;

provided that cover will only apply to a wrongful act committed or alleged to have been committed after the date of incorporation or acquisition.

## 5. Permitted advanced costs under the Companies Act

The Insurer will where permitted by law advance costs, charges and expenses incurred by a Director during the period of insurance, with the Insurer's prior written consent, for the defence of allegations of:

- a) any criminal act;
- b) wilful misconduct, wilful breach of trust, reckless trading or breach of authority, where the proceedings are abandoned or exculpate the Director;

provided that all such costs, charges and expenses advanced in terms of section 78(4)(a) of the Companies Act, or any similar provision, will be repaid to the Insurer should the defence be unsuccessful.

## 6. Prosecution costs

The Insurer will pay the reasonable legal fees, costs and expenses, incurred by a Director with the prior written consent of the Insurer, such consent not to be unreasonably withheld, to bring legal proceedings to obtain the discharge or revocation of:

- a) an order obtained during the period of insurance disqualifying a Director from holding office as a Director in terms of section 69 of the Companies Act;
- b) an interim or interlocutory order obtained during the period of insurance confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of a Director;
- c) a charge made over real property or personal assets of a Director obtained during the period of insurance;
- d) an order of court obtained during the period of insurance imposing a restriction on a Director(s) liberty;
- e) the deportation of a Director following revocation during the period of insurance of otherwise proper, current and valid immigration status for any reason other than the Director(s) conviction of a crime.

## 7. Regulatory investigation costs

The insurance under this section of the policy is extended to include the reasonable legal fees, costs and expenses incurred by or on behalf of a Director, with the Insurer's prior written consent, in connection with the preparation for, and attendance by the Director at, a regulatory investigation hearing.

## ROADSIDE AND ACCIDENT ASSISTANCE

Roadside Assist is available 24 (twenty-four) hours a day, 365 (three hundred and sixty-five) days a year throughout South Africa, Lesotho and eSwatini. During severe weather conditions, civil disturbance or national emergencies, IUM reserves the right temporarily to suspend service to clients who are not in a place of safety.

## THE SERVICES

The following services will be provided in the event of a roadside emergency:

- 1. Vehicle locksmiths (not for key replacements) broken keys, keys locked in vehicle**
- 2. Flat tyre assistance**
- 3. Minor roadside repairs by mechanic (electrical, coil, immobilizer, etc.)**
- 4. Fuel assistance (approximately 20l (twenty litres) of fuel should it be required in emergency situations)**
- 5. Roadside referral (direction assist)**
- 6. Jump start (flat battery)**
- 7. Transmission of urgent messages**
- 8. Tow-in: Collision**

a) Towing of vehicle to nearest approved dealership (if under warranty), panel beater/repair centre from point of incident. The Insurer will cover costs to a maximum of R1,850 (one thousand eight hundred and fifty Rand) (including VAT). Any costs exceeding this amount will be invoiced to the insurer as part of the claims cost. Should the Insured decide not to register a claim, or the claim is repudiated or rejected, the Insured will be liable for the costs.

b) The Insurer shall arrange for transport of the vehicle to a service provider as may be authorised by the Insured from time to time.

- 9. Tow-in: Mechanical, electrical or electronic breakdown**

The Insurer will tow the vehicle to the nearest repairer from the point of breakdown and will cover costs to a maximum of R1,500 (one thousand five hundred Rand) (including VAT). Any costs exceeding this will be payable by the vehicle owner/driver.

- 10. Courtesy transport**

Group-B car hire (if the vehicle has broken down more than 100 km (one hundred kilometres) from a permanent place of residence/business to a limit of R500 (five hundred Rand)) (The eligible person can choose a higher level vehicle but will have to pay the difference in costs).

- 11. Hotel accommodation**

Overnight hotel accommodation for a maximum of 4 (four) persons in an establishment of IUM's choice if the vehicle has broken down more than 100km (one hundred kilometres) from home to a limit of R500 (five hundred Rand) (meals are excluded).

- 12. Vehicle repatriation**

In the event that a vehicle is left for repairs, the Insurer will pay up to R500 (five hundred Rand) for 24 (twenty-four) hours of Group-B car hire or a flight ticket to collect the vehicle after the repairs. Alternatively, if the vehicle was towed closer to the Insured's place of residence, the additional tow costs will be supplemented with the car rental.

- 13. Special notes**

a) Car hire companies require the driver to present a valid driver's license and credit card before they will provide a vehicle. This

is a requirement of the car hire companies and cannot be overridden by The Insurer.

- b) Provision of car hire and accommodation is subject to availability.
- c) The Insurer will resolve disputes with appointed contractors where loss or additional damage may have occurred while the vehicle was in the care or control of such contractor.
- d) Costs incurred without prior authorisation will not be reimbursed.

## 14. Eligible person(s)

Service will be provided to an active, enrolled and fully paid up eligible person(s). Prior to rendering any service, IUM will validate membership and in some cases may request proof of identification. As with all assistance services, if the Insurer cannot verify that the eligible person is active they may be required to pay for the service, which will be charged at the prevailing rate.

## 15. Eligible vehicles

- a) Vehicles must be legally licensed to the Insured.
- b) 4 x 4 vehicles (excluding use for off-road recreational purposes and where IUM cannot reach the eligible person from a normally travelled or established thoroughfare).
- c) Passenger vehicles not more than 3,500kg (three thousand five hundred kilograms) (excluding rental cars, commercial vehicles, buses, taxis and limousines).
- d) Motorcycles.
- e) Vehicles not older than 10 (ten) years (applicable to breakdown only).
- f) Dual wheel campers, motor homes and pick-up trucks will not be provided tyre assistance, towing or extrication.
- g) Where a trailer is attached to a vehicle where assistance has been requested, assistance will be provided unless the trailer was the cause of the breakdown.
- h) No vehicle will be provided assistance where the breakdown was caused by any off-road recreational activity and where IUM cannot reach the eligible person by a normally travelled or established thoroughfare.
- i) The vehicle must be in a roadworthy condition.

## 16. Assistance

- a) Assistance will be provided only where the contact centre was contacted, should the eligible person contact a service provider directly, IUM will not be liable for the claim, or the payment thereof.
- b) Where IUM has requested a service provider to assist the eligible person and that person contacts an independent service provider in the interim then the eligible person shall be liable for the costs of both service providers, this clause shall not be applicable where the Insurer has NOT informed the eligible person of a delay in assistance provision.
- c) The service will include one call out per disablement and limits as detailed below, specific to each benefit. Charges for services that exceed these limits will be for the eligible person's cost at the prevailing hourly or kilometre rate of the region where the service is rendered.
- d) The eligible person shall be with the vehicle at the time of service and assistance. IUM will not be responsible for any damage or loss from unattended vehicles or previous damage.
- e) If the vehicle is still under warranty, IUM reserves the right to refer the assistance to the warranty provider. Where IUM has provided assistance for a vehicle under warranty the eligible person shall absolve IUM from any warranty dispute.

## 17. Benefits

All benefits are subject to overall limits as indicated in Annexure A1 and A2 for a 12 (twelve) month period. The contact centre retains the right to use the most reasonable and cost effective solution. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the eligible person with the relevant service provider. The service provider will pay a maximum of R1,850 (one thousand eight hundred and fifty Rand) (including VAT) per tow irrespective of whether it is within the 40km (forty kilometre) radius or not.

## 18. Flat tyre

IUM will call out a service provider to fit a spare tyre. It remains the eligible person's responsibility to ensure that the spare tyre is inflated and serviceable. IUM will not cover the cost of repair to either tyre or replacement thereof. Should more than one tyre be flat, the vehicle will be towed to the nearest repairer. Should the eligible person not have the lock nuts in the case of mag wheels, the vehicle will be towed to the nearest repairer.

## 19. Flat battery

If the battery of an eligible person's vehicle runs down and the vehicle won't start, then IUM could call out a service provider to attempt to jumpstart the vehicle. The eligible person will be advised that on certain vehicles the act of jumpstart may damage the vehicle's computer. If the eligible person's vehicle falls within this category, they will be advised that it would be better to tow the vehicle to a suitable repairer rather than attempting a jumpstart. If the eligible person insists on a jumpstart, they absolve IUM from any liability and if the jumpstart is not successful, the eligible person will bear any subsequent tow charges. The Insurer will not cover the costs of replacing the battery.

## 20. Fuel

If the eligible person is stranded next to the road as a result of running out of fuel, then IUM will arrange for 20l (twenty litres) of fuel to be delivered to the eligible person, to a maximum benefit of 3 (three) times per year. The cost of the fuel will be borne by the eligible person. Specific brands of fuel cannot be guaranteed.

## 21. Locksmiths

- a) If the eligible person is stranded as a result of their vehicle's keys being locked inside their vehicle, then IUM will call out a service provider to assist to a maximum of one hour's labour. IUM will not cover the cost of the key or remote control replacements. The eligible person will warrant that they are authorised to access the vehicle and IUM will not be held liable for gaining such access.
- b) Should the vehicle not be driveable due to loss/damage of keys, IUM will suggest that the vehicle be towed to an authorised repairer. Should the eligible person require that the service provider renders the vehicle driveable by whatever other means, these costs will be for the eligible person's account and The Insurer will not be liable for any resultant repairs or damages.

## 22. Our guarantee

If an eligible person contacts the contact centre and IUM appoints a service provider to assist and the vehicle is not towed to an approved repairer, IUM commits to pay any related release fees, storage costs and second tow costs related to the event.

## EMERGENCY OFFICE ASSISTANCE CALL OUT AND 1-HOUR LABOUR

This is an assistance service providing access to essential services that may be required in an emergency within the principal building and adjoining buildings of the eligible person, up to three incidents per year subject to a limit of R3,000 (three thousand Rand) per policy per annum.

The service is available 24h (twenty-four hours) a day, 7 (seven) days a week and includes call-out and the first hour labour charge. Thereafter labour and any parts costs are for the eligible person's account. Assistance is applicable for the office of the eligible person and does not extend to municipal or Eskom property.

## 1. The service

The following services will be provided in the event of a home and office assist:

- a) Emergency services notification and call-out.
- b) Plumbers.
- c) Electricians.
- d) Locksmiths.
- e) Builders (referral only).
- f) Carpet specialists for flood damage (referral only).
- g) Appliance assistance (white goods only).
- h) Painters (referral only).
- i) Garden services (referral only).
- j) Fire damage (referral only).
- k) Brown appliances (TV, VCR, HiFi, etc.) (Referral only).
- l) Glazier.

## 2. Exclusions

- a) Appliances 8 (eight) years and older are excluded but can be covered on a fee for service basis.
- b) Motors and pumps are covered on a fee for service basis only.
- c) Intercom systems and alarms and electric fences are covered on a fee for service basis.

## 3. Referral service

The eligible person has full access to our service provider database, where the call centre offers assistance; however, all expenses incurred are for the eligible person's account.

## 4. Electrical

Call out fee and 1 (one) hour labour is covered in the following emergencies only:

- a) Faulty lights and fittings – where the fault is tripping all the electricity in the main house.
- b) Faulty plugs – where the fault is tripping all the electricity in the main house.
- c) Faulty circuits/distribution boards – where the fault is tripping all the electricity in the main house.
- d) Power failures – excludes council problems.
- e) Earth leakage relays.
- f) Burst geyser, geyser elements and thermostats.
- g) Stove plate elements and switches.

## 5. Exclusions on electrical

- a) Repairs to obtain compliance certificates.
- b) Upgrading of infrastructure.
- c) Non-SABS compliant installations.
- d) Fault finding/electrical detection.

## 6. Plumbing

Call out fee and 1 (one) hour labour is covered in the following emergencies only:

- a) Water leaks causing water damage to the interior of the house, i.e. taps and toilets.
- b) Geyser valves and elements.
- c) Burst pipes causing damage and restricting water in the home environment.
- d) Blocked and overflowing toilets.

## 7. Exclusions on plumbing

- a) Compensation for consequential damage.
- b) Upgrading of infrastructure.

- c) Cleaning septic tanks/french drains.
- d) Lifting or refitting tiles or paving.
- e) Use of drain machine.
- f) Water leak detection.
- g) Municipal connections.
- h) Non-SABS compliant installations.
- i) Blockage due to cement, collapsed pipes, extensive tree roots, or other foreign objects, which cannot be opened by standard drain equipment.
- j) Replacement/re-routing of pipes.
- k) Specialised or imported sanitary ware.
- l) Underground water fault detection.

## 8. Appliances

Call out fee and 1 (one) hour labour is covered in the following emergencies on "white goods" (washing machines, stoves, fridge, freezer, dish washer, tumble dryer) only.

## 9. Exclusions on appliances

- a) Repair and replacement of faulty parts.
- b) Where parts are no longer available or the item is irreparable.
- c) Any appliance over the age of 8 (eight) years.
- d) Where the appliance is under the manufacturer's warranty (Repairs by unauthorised service providers will render the manufacturer's warranty null and void).
- e) Appliances used for commercial/industrial purposes or for hire.
- f) Repairs to external framework of the appliance.
- g) Cleaning, repair or replacement of filters, light bulbs, glass shelving or auxiliary items e.g. ice maker.

## 10. Locksmiths

Callout and 1 (one) hour labour is covered if the eligible person is locked out of their permanent residence, has lost their keys or keys are not available. The eligible member will warrant that they are authorised to enter the premises.

## 11. Exclusions on locksmiths replacement keys and locks

## 12. Emergency services notification and call-out

At the request of the Insured the Insurer will relay notification of emergencies to the police, traffic, fire brigade, ambulance, security or any other emergency service provider.

## 13. General exclusions

The Insurer shall not be liable for:

- a) Repairs effected by a party other than IUM or one of its duly appointed service providers;
- b) Any event that would be insurance related where the Insured could claim from the Insurer;
- c) Loss or damage caused by fire, lightning, storm, water, malicious or accidental damage, theft or any risks covered in terms of a standard multi-peril or personal lines/commercial insurance policy;
- d) Compensation for consequential damage of any nature;
- e) The first amount payable and the amount of the claim in excess of the covered limit, as stated on the schedule in respect of each and every event which gives rise to a claim, which amount shall be payable to the service provider on completion of the repair;
- f) Repair or replacement of any breakdown to items or any part thereof covered by the manufacturers/installer's warranty/guarantee or the National Home Builders Registration Council's Warranty Scheme;
- g) Upgrading of infrastructure;
- h) Damage occurring in connection with or resulting from aesthetic defects such as cracks, scratches or dents insofar

as they do not adversely affect the normal operation of the Insured's property;

- i) Breakdown of items or parts recalled or to be recalled by the manufacturer/installer;
- j) Any activity from the home unless such activity has been notified to and accepted by ourselves;
- k) Damages which may be caused, whether direct or indirect, by repairers/sub-contractors to any items/property in the home in the course and scope of repairing the damage/loss;
- l) Repair or replacement of any breakdown to items or any part thereof covered by the manufacturers/installer's warranty/guarantee or the National Home Builders Registration Council's Warranty Scheme;

## MEDICAL ASSISTANCE

All benefits are subject to an overall limit of R10,000 (ten thousand Rand) per Insured per 12 (twelve) month period. The contact centre retains the right to use the most reasonable and cost effective solution. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the eligible person with the relevant service provider. This applies in the Republic of South Africa only.

### 1. The service

- a) Emergency medical advice and information.
- b) Emergency telephonic medical advice and information, 24 (twenty-four) hours a day, seven days a week.
- c) Emergency medical response by road or air to scene of medical emergency.
- d) Emergency medical transportation to nearest appropriate medical facility.
- e) Inter-hospital transfer.
- f) Medical repatriation.
- g) Escorted return of minors.
- h) Compassionate visits.
- i) Repatriation of patient or return of mortal remains.
- j) Specialised travel advice through travel clinics.
- k) Access to Rape Centres of Excellence.
- l) Professional and confidential Human Immunodeficiency Virus (HIV)/Aids (Acquired Immunodeficiency Syndrome) advice.
- m) Transfer of patient to most appropriate medical facility.
- n) Emotional support and tele-counselling.
- o) Transfer of life saving medication and emergency blood.
- p) Confidential non-emergency medical information and advice.

## ADVANCED LIFE SUPPORT

### 1. Emergency medical advice and information

The service provider will provide the eligible person (or caller on his/her behalf) with advice and information regarding any emergency medical condition by telephone so that emergency assistance can immediately be provided to a person suffering illness or injury until a medical team arrives at the scene. The advice and information shall be regarded as such and not as an accurate or definitive diagnosis of any condition any person might suffer.

### 2. Life support

Utilising a fleet of air or road mobile intensive care ambulances and rapid medical intervention vehicles (manned by doctors, nurses and paramedics) immediate response is undertaken to the scene of a medical emergency. Where appropriate advanced life saving resuscitation will be provided to the eligible person and where relevant, the eligible person will be stabilised before transfer is provided to the closest appropriate medical facility.

### 3. Transfer of the eligible person to the most appropriate medical facility

In all life threatening medical emergencies, the eligible person will be transported by road or air to the most appropriate and closest hospital that can effectively manage that particular condition and provide continuity of care, as determined and at the sole discretion of the medical director of the service provider. If the condition is not life threatening, but necessitates the use of an ambulance, the eligible person will be transported to a preferred provider hospital if necessary, as determined and at the sole discretion of the medical director of the service provider. All elective aero medical transfers serve to upgrade the continuity of care of the eligible person to a tertiary medical facility and must be deemed to be medically justified prior to air ambulance transportation. Any elective aero medical transfer destined for a lower level of care, step-down facility or for chronic management, will be evaluated case by case at the sole discretion of the medical director of the service provider.

### 4. Transfer of the eligible person to a specialist diagnostic and therapeutic medical care centre

Any eligible person who requires specialist diagnostic or therapeutic procedures which cannot be performed by the admitting hospital, will be transferred by road or air to the receiving facility where such procedures or specialist care can be performed, as determined and at the sole discretion of the medical director of the service provider. The transfer of the eligible person shall be limited to one one-way transfer to the facility able to provide the specialist diagnostic interventions. Any return trip that is undertaken will not be covered under this agreement. The Contact Centre must arrange all arrangements for transfer of a patient.

### 5. Transfer of life saving medications and emergency blood if required

If life saving emergency medications or emergency blood products (thus excluding standard routine delivery and/or charges for blood) are required which cannot be obtained at the medical facility responsible for the eligible person's treatment, then the emergency medication will be transported to the eligible person.

## COMPREHENSIVE PRE-HOSPITAL SERVICES

### 1. Non-emergency/general medical (telephonic) consultation and advice

Medical and nursing practitioners will provide an eligible person with advice and information regarding medical conditions by telephone, which will inter alia include:

- a) general medical advice;
- b) chemical substance misuse or abuse;
- c) data concerning referrals to hospitals, doctors, dentists and pharmacies;
- d) medical travel information and advice;
- e) generic medicine advice;
- f) preferred provider advice and/or referral where applicable;

Any advice and information shall be regarded as such and not as an accurate or definitive diagnosis of any condition any person might suffer.

### 2. Routine medically justifiable ambulance transfers

Whenever non-emergency medically justifiable ambulance transport is required to transfer the eligible person either from home to hospital or from hospital to hospital, arrangements if made through the service provider contact centre will ensure that such transport is undertaken whenever required by road. the medical necessity of such transportation will be determined by the allocated service provider's medical director. However, any arrangements made with independent ambulance transportation services and not authorised and approved by the Insurer with a reference number, are not the responsibility of the Insurer in any way. Medically justifiable transfers will be determined by the eligible person requiring definitive medical intervention in transit. Should the inter-hospital transfer be requested due to the unavailability of other modes of transport and not due to medical necessity, the eligible person will be liable in full for the costs of transportation.

### 3. Additional patient costs (not covered by the programme)

- a) If the patient requires emergency evacuation it will be arranged. However, the patient will be liable for this cost.
- b) Should there be any trauma that requires surgical or other procedures, this will not be covered by the programme and will be explained to the patient in advance as well as to the attending medical officer. The patient can pay for this him/herself, or can claim it from his/ her medical scheme or can be referred to a government trauma centre.

## CONFIRMATION OF INSURANCE

### 1. The service

- a) When the offices of the insurer/underwriter/administrator/broker are not open, the Insured can call the contact centre for confirmation of insurance.
- b) This is sometimes required when the Insured has purchased a new motor vehicle or other asset which needs to be placed on cover with the insurance.
- c) As this only applies to existing, paid up clients, the contact centre will verify the Insured's status before providing such a letter of temporary cover. Certain parameters may be advised by the insurer to ensure the contact centre does not act outside of its delegated authority. Such parameters could include maximum value to be insured, type of asset to be insured, etc.
- d) The insurer's underwriting department will be advised that such a confirmation of insurance was issued, to enable them to liaise with the Insured.

## SAFE 'N SOUND

If the insured is aware of a function or event where after he or she may need alternative transport home, he or she can pre-book to be assisted home safe 'n sound.

### 1. Limit

- a) 6 (six) free trips per year which includes 50km (fifty kilometres) per trip (capped at R750 (seven hundred and fifty Rand) per trip) and thereafter a fee of R10 (ten Rand) per kilometre is payable directly to the driver.
- b) The service is available 50km (fifty kilometres) from the city centre.
- c) Assistance outside of these areas may be arranged (subject to availability) but at an additional charge.
- d) The service is available for personal lines only.
- e) The service is available in the following areas:
  - i) Johannesburg
  - ii) Pretoria
  - iii) Port Elizabeth
  - iv) Cape Town
  - v) Durban
  - vi) Bloemfontein
  - vii) Stellenbosch

### 2. Terms and conditions

- a) This is a pre-booking service and must be booked at least 2 (two) hours in advance.
- b) Bookings must be made directly with the contact centre and clients must provide the call centre with all relevant information including but not limited to:
  - i) Collection time
  - ii) Collection address
  - iii) Drop off address
  - iv) Vehicle details
  - v) Passenger details
  - vi) Alternative contact details

- c) This service is subject to the availability of drivers.
- d) Payments for any additional kilometres travelled over and above the benefit must be settled at time of collection directly with the driver.
- e) Any disputes regarding distances travelled must be referred to the assist call centre and not directly with drivers.
- f) The Insured's vehicle must have sufficient fuel in the vehicle to reach the final destination. Should this not be the case, the driver will visit the nearest petrol station to obtain enough fuel to complete the trip. Any associated costs will be for the client's account. Should the Insured not be in a position to pay for the required fuel Safe 'n Sound reserves the right to terminate the trip. The full benefit will be deducted from their annual limit.
- g) Clients can take a maximum of 3 (three) passengers with them in the vehicle. Passengers drop offs must be on route to the final drop off address of the Insured.
- h) Should a driver be delayed the call centre will contact the Insured and inform him of the delay.
- i) Drivers will wait outside the collection venue for a maximum of 20 (twenty) minutes after collection time, thereafter the driver will have to leave and the Insured's benefit will be forfeited and deducted from their annual limit.
- j) Drivers will not be able to stop on route for any reason including but not limited to purchasing food or cigarettes.
- k) Cancellations must be made at least 1 (one) hour prior to collection time. Should a booking be cancelled within 1 (one) hour prior to the agreed collection time, the trip will be cancelled and the benefit will be deducted from the Insured's annual limit.
- l) Trading hours  
The Insurer only provides the service for these trading hours.
- i) The service is available 365 (three hundred and sixty-five) days a year.

|                     |               |
|---------------------|---------------|
| Monday – Thursday   | 18:00 – 03:00 |
| Fridays – Saturdays | 15:00 – 03:00 |
| Sundays             | 16:00 – 03:00 |

- m) All drivers have valid South African driver's licenses.
- n) The Insured's insurance must cover additional drivers driving the Insured's vehicle.
- o) Should any damage occur whilst the service provider's driver is operating the vehicle it will be the sole responsibility of the Insured to claim through their insurance.
- p) Should the Insured's vehicle not be within a roadworthy condition or registered, the service provider reserves the right to withhold service.
- q) Should the Insured or their vehicle be in the possession of any illegal substances, weapons or alcohol the service provider reserves the right to withhold service.
- r) Clients must at no time give gratuities to drivers.
- s) The service provider will not be held responsible for any damage to the vehicle or theft of goods.

### 3. Collections

Collections that take place on a public holiday will not incur extra costs and the operating procedure will remain the same, with the exception of 31 December. Any calls that take place on the evening of 31 December and early morning of 1 January must be booked by no later than the 16:00 on the 30 December.

## CRIME ASSIST

### 1. The service

If the Insured is stranded as a result of the vehicle being stolen or hijacked then the Insurer will provide Group-B car hire for 48 (forty-eight) hours.

- a) If the Insured's cellular phone has been stolen as a result of hijacking, the Insured will be provided with a cellular phone loaded with pre-paid airtime to the value of R100 (one hundred Rand).
- b) If the Insured's credit card is stolen, the Insured will be provided with a pre-loaded debit card to the value of R500 (five hundred Rand).
- c) If the Insured's keys are stolen in a hi-jacking, a locksmith will be provided to assist with opening the locks, up to the value of R1,000 (one thousand Rand).
- d) If the Insured's is hijacked at the Insured's residence or a home invasion takes place, a security guard will be placed at the residence for 24 (twenty-four) hours.
- e) If the Insured's home has been invaded, the Insured will be provided with hotel accommodation to the value of R1,000 (one thousand Rand).

## LEGAL ASSIST

### 1. 24 (twenty-four) hour legal advice

The Insured and their immediate family has access to a 24 (twenty-four) hour legal advisory services on any aspect of the law such as criminal law, family law, constitutional law, child law, labour law, motor law, etc.

### 2. 30 (thirty) minute free consultation

In the event that any matter requires further legal action, the Insured will be referred to a lawyer forming part of our national network for a direct free 30 (thirty) minute consultation.

### 3. Free standard legal documents

The Insured will be provided with a purchase, sale, lease or prenuptial agreement, employment contract, etc. at his/her request. This will include advice on each of the documents and the procedures and principles that apply.

## GEYSER REPLACEMENTS

1. The Insurer will provide a geyser replacement service and maintain control over the costs of geyser replacement to ensure that these costs are kept to a minimum by providing a branded name under the IUM name.
2. The repairs will be done only on verification of the policy holder's details and within the specific requirements of any excess fee structures. Set costs per geyser category will be agreed upon.
3. All service providers will be recognised with IOPSA (Institute of Plumbing South Africa).



**IUM (Pty) Ltd**  
+27 861 949 444  
[info@ium.co.za](mailto:info@ium.co.za)  
[www.ium.co.za](http://www.ium.co.za)

**Johannesburg**  
9<sup>th</sup> floor, IUM Building, 2 Nicol Road,  
Bedfordview, Gauteng, 2007

**Cape Town**  
3 Niagara Road, Tyger Waterfront,  
Bellville, Western Cape, 7530