

**HOSPITALITY POLICY WORDING**

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## THE POLICY

### **1. Your Hospitality Insurance Policy Contract**

This policy is an insurance contract between you (also referred to as the Insured) and the Insurer mentioned on the schedule (also referred to as 'the Insurer' 'us' 'we' and 'our' in this contract). The Insurer will pay all valid claims if you comply with the terms and conditions of this policy.

There are events and property that are not covered, or limits imposed on the amounts payable.

### **2. The information used to make up this Policy Contract**

Consist of The Policy Terms and Conditions, The Policy Schedule and your Proposal Information.

The information contained in these documents form the entire contract between you and the Insurer. Only the promises and statements contained in these documents form this policy contract. The promises or statements may be made by you or the Insurer.

### **3. The policy terms and conditions (this document)**

Details of your rights and duties as well as the Insurers rights and duties, how to claim and all of the events and items that are and are not covered are included in this document.

### **4. The policy schedule**

The policy schedule contains the information that is particular to you. It includes the type of cover that you have bought, the amounts you are covered for, the premiums you must pay and the first amounts payable by you in the event of a claim. It also contains details of the extensions that are applicable to each section and their limits as well as any specific conditions or

requirements that have been imposed by the Insurer that are not included in the policy document. If there are any changes made to your cover, they will be set out on an updated policy schedule that will be sent to you.

### **5. Your proposal information**

This is the information that is given to the Insurer by you when you requested cover. It will be information that is gathered by a voice logged conversation or a proposal form and confirmed in writing by you and will be used to calculate the premiums to be charged to you as well as any specific requirements or conditions regarding the provision of cover by the Insurer.

## DEFINITIONS & GUIDELINES

### DEFINITIONS

#### **Act of Violence**

Murder, assault, robbery, rape, hijacking, armed hold up, violent theft or attempted theft

#### **Anniversary Date**

The date 12 months after the start date of the policy unless the schedule states differently

#### **Accident or Accidental**

An unplanned and unfortunate event caused by external, visible and violent means that might result in damage, loss, injury or death.

#### **Building(s)**

The building or buildings at the risk address(es) stated in the schedule including:

- a. Buildings and all outbuildings, landlords' fixtures and fittings therein and thereon, geysers, solar geysers and solar panels, air-conditioning installations and all other structures and improvements of a permanent nature.
- b. Walls (excluding dam walls and retaining walls), gates, posts and fences around the buildings and belonging to them.
- c. Concrete, tarred, paved, stoned, asphalt and gravel covered areas.
- d. Roads, (excluding bridges and roads crossing water courses), driveways, pavements, pathways, parking areas and yards.
- e. Swimming pools, jacuzzis, spas, sauna baths and the like, filtration plants, water heating and water pumping machinery and cabling.
- f. Tennis courts, squash courts, play areas, recreational areas, decks, lapas, gazebos, flood lights, lampposts, masts and cabling.
- g. Overhead and underground cabling,
- h. Gas installations, sewerage systems, water reticulation systems, reservoirs, tanks, pipes, telephone connections and cabling.
- i. Borehole machinery, irrigation systems, pipes and cabling.
- j. All fire extinguishing equipment and firefighting installations, internal and external security systems.
- k. Wildlife holding pens, grids, bomas and other structures of a permanent nature All belonging to the Insured or for which the Insured is legally responsible.

#### **Business**

The business specified in the schedule conducted solely from within the Territorial Limits including:

- a. The ownership repair and maintenance of the Premises.
- b. Private work undertaken by the Insured's employees with the consent of the Insured for any director, partner or senior official of the Insured.
- c. The provision and management of canteen, sports, social and welfare organizations by the Insured for the benefit of the Insured's Employees.

#### **Business Hours**

The period during which the Premises are actually occupied by the Insured and/or their Employees for Business purposes.

#### **Computer**

All equipment, including interconnected wiring, fixed disks and telecommunications equipment used at the Premises for the storage and communication of electronically processed data but excluding:

- a. Mobile devices where the sole or primary function of the item is to make, send and receive telephone calls
- b. and messages.

Any equipment controlling any manufacturing process belonging to the Insured or leased hired or rented to the Insured and for which the Insured is legally responsible.

**Computer Records**

All current and backup Computer Records excluding fixed discs and paper records of any description incorporating stored programs and information stored on them belonging to the Insured or leased, hired or rented to the Insured and for which the Insured is legally responsible.

**Consequential Loss**

Loss resulting from interruption or interference with the Business carried on by the Insured at the Premises in consequence of the Damage.

**Contents**

The Contents of the Buildings used in connection with the Business belonging to the Insured or for which the Insured is legally responsible including:

- a. Household goods and personal possessions belonging to the Insured and their family members who normally reside with them inside the property.
- b. Establishment furnishing, fittings and décor in the property.
- c. Stocks of food, beverages, alcohol and other items in keeping with the Hospitality industry.
- d. Office furniture and equipment not more specifically insured.
- e. Documents, manuscripts and business books for their value as stationery and materials and the cost of labour expended in writing up and/or reinstatement thereof or restoration if more economical subject to a maximum for any one loss of R20,000.

**Damage**

Loss, destruction of or damage to the Property insured.

**Employee**

- a. Any person under a contract of service or apprenticeship with the Insured or
- b. Any of the following persons whilst working for the Insured in connection with the Business:
  - i. Any self-employed person providing labour only
  - ii. Any trainee or person undergoing work experience
  - iii. Any voluntary helper
  - iv. Any person who is hired to or borrowed by the Insured.

**Excess**

The amount for which the Insured is responsible for each and every claim or loss as specified on the Schedule or in the Policy.

**Fire and Allied Perils**

Defined events which can cause Damage to the whole or part of the Property insured:

- a. Fire
- b. Lightning or thunderbolt
- c. Explosion
- d. Earthquake
- e. Storm, wind, water, hail or snow excluding Damage to Property
  - i. Arising from its undergoing any process necessarily involving the use or application of water.
  - ii. Caused by tidal wave originating from earthquake or volcanic eruption.
  - iii. In the open (other than Buildings, structures and plant designed to exist or operate in the open unless they have been specifically insured as a separate item)
  - iv. In any structure that is not completely roofed
  - v. Being retaining walls.
- f. Aircraft and other aerial devices or articles dropped therefrom.
- g. Impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

**First Amount Payable**

The amount for which the Insured is responsible for each and every claim or loss as specified on the Schedule or in the Policy.

**Gross Revenue**

The money paid or payable to the Insured for work carried out or services rendered in the course of the Business at the Premises, less the cost of the purchases.

**Guest**

A person or persons who are paying guests of the establishment at the Premises and Property insured by this Policy.

**Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether the property of the Insured or not.

**Increased Cost of Working**

The additional expenditure incurred with the prior written consent of the Insurer for the sole purpose of avoiding or diminishing the reduction of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period.

**Indemnity Period**

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period as stated on the Schedule afterwards during which the results of the Business will be affected in consequence of the Damage.

**Injury**

Bodily injury, death, illness or disease.

**Insured/ You**

The person, persons, company or group of companies or entity named on the schedule or in this policy as being "The Insured" of the Sections of the policy.

**Insured Perils**

Those Insurable Perils which are operative as stated on the schedule subject always to the terms, conditions and exclusions applying in the Policy

**Insurer**

Insurer as stated in the schedule

**Intruder Alarm System**

All the component parts of the alarm and including devices used to transmit or receive Signals

**Keyholder**

The Insured or any person or company authorized by the Insured who has been fully trained in the operation of the Intruder Alarm System including but not limited to the activating and deactivating of the system and is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System and to attend to and allow access to the Premises.

**Legal Costs**

All costs and expenses incurred with the prior written consent of the Insurer in addition to claimant's costs and expenses for which the Insured is legally liable.

**Malicious Damage**

Damage that is directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such Damage.

**Maximum Indemnity Period**

The number of months stated on the Schedule as applying to the Indemnity Period.

**Money**

Cash, bank currency notes, crossed and uncrossed cheques, crossed and uncrossed money and postal orders, certificates, credit card vouchers and any other documents negotiable for money at their face value held in connection with the Business belonging to the Insured and for which the Insured is legally liable.

**Notifiable Human Disease**

An illness sustained by any person caused by:

- a. Food or drink poisoning.
- b. Any human infectious or contagious disease an outbreak of which has to be notified to the authorities.

**Period of Cover**

The days that cover is provided for as shown on the schedule.

**Permanent Total Disablement**

See the Specific Definition in the Personal Accident Section.

**Physical Injury**

Bodily injury by external violent and visible means sustained by the Insured or Employee in the course of the Business where such injury arises directly from assault.

**Pollution or Contamination**

- a. All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- b. All Injury loss or damage directly or indirectly caused by such Pollution or Contamination  
All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

**Premises**

The Buildings and the land inside the boundaries at the risk address stated on the Schedule.

**Property**

Buildings, Tenants Improvements, Contents, Computers, Computer Records, Stock and Insured's Personal Contents  
The Insurer agrees to accept the classification under which any Property has been entered in the books of the Insured.

**Property in Transit**

Property in connection with the Business belonging to or the responsibility of the Insured whilst being:

- a. Loaded on or in a Vehicle
- b. Carried by a Vehicle
- c. Temporarily contained on or in a Vehicle whilst parked or stationary or within a secure storage location for a continuous period of no more than 48 hours (excluding fresh or frozen goods)
- d. Unloaded off or from a Vehicle.

**Rent**

The money paid or payable by the Insured for accommodation and services provided (including service charges) at the Premises.

**Safe/Strong room**

An item being of substantial construction with key and/or combination locks and manufactured for the secure storage of Money. This item must bear the SABS approved limit for the amount of Money held in it and any loss resulting from theft shall be limited to the SABS approved limit. This does not include cash boxes, tills, filing cabinets or any item constructed of sheet metal whether lockable or not.

**Specified Working Expenses**

The total of:

- a. Purchases less discounts received
- b. Discounts allowed
- c. Carriage, freight
- d. Bad debts  
face value held in connection with the Business belonging to the Insured and for which the Insured is legally liable.

**Standard Gross Revenue**

For the purpose of a new business that has not yet been operating 12 months:  
The proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realized during the period between the commencement of the Business and the date of the Damage.

**For all other Businesses**

The Gross Revenue during the period immediately before the date of the Damage which corresponds with the Indemnity Period.

**Sum Insured, Limit of Liability or Maximum amount of cover**

The amount shown in the policy or on the schedule that will be the most paid out in the event of a valid claim.

**Start Date**

The day that the policy or specific section of cover begins for the first time that it is shown on the Schedule.

**Stock**

Stock and materials in trade including raw materials, work in progress, finished goods the property of the Insured and goods in trust for which the Insured is legally responsible.

**Temporary Total Disablement**

See the Specific Definition in the Personal Accident Section.

**Tenants Improvements**

All improvements, alterations and decorations effected by or on behalf of the Insured as occupier of the Premises.

**Territorial Limits**

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

**Theft**

Theft accompanied by forcible and violent entry into or exit from the insured Premises or any attempt thereof following violence or threat of violence.

**Third Party**

Any person other than the Insured (as defined above)

**Unoccupied**

Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than 30 consecutive days.

**Vehicle**

A mechanically driven conveyance.

**Virus or Similar Mechanism**

Program code or programming instruction or set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data, files or operations whether involving self-replication or not, including but not limited to Trojan horses, worms and logic bombs.

**Warrant**

Guarantee, facts or conditions that can be relied on as true.

**SASRIA SOC**

Special Risks Insurance company set up by the South African government to cover loss or damage to property from riots, strikes, public disorder, labour disturbances, civil action, lockouts or similar events that occur in The Republic of South Africa only.



## GUIDELINES

### 1. Guidelines to interpretation

#### 1.1 Singular and plural

Words in the singular include the plural. Words in the plural include the singular.

#### 1.2 Headings

Headings are aids to reading and understanding and are not terms themselves.

#### 1.3 Examples

Examples are aids to understanding the meaning of terms and conditions. They are not terms or conditions themselves. The terms or conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.

#### 1.4 Calculating days

Where any number of days is given those days are counted to include the first and last day.

#### 1.5 Legal responsibility

A legal responsibility (liability) is a duty imposed on someone to do something, whether imposed by the law or created by agreement.

#### 1.6 Including

The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

#### 1.7 Reference to laws

When there is a reference to a law or to a section of a law the meaning shall be that law or section of that law as amended, repealed or replaced.

#### 1.8 Forms of words

Words used in one form have their corresponding meaning when used in another form. For example: 'to claim', 'claiming' and 'claimed' have the same meaning; 'you', 'yours' and 'your' have the same meaning and 'we', 'us' and 'our' have the same meaning.

#### 1.9 May, may not and might

The word 'may' mean 'is entitled to' or 'are entitled to'. 'May not' means 'is not entitled to' or 'are not entitled to'. The word 'might' express possibility.

## GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS

Subject to the terms, exceptions, conditions and provisions of this policy and conditional upon the advance payment of your premium the insurer will compensate you, after confirming receipt of the premium, by payment, replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance up to the sums insured, limits of indemnity, compensation and other specified amounts on the schedule less any excess payable by you.

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

### GENERAL EXCEPTIONS

#### 1. War, Riot and Terrorism

a. This policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by:

- i. Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the afore-going;
- ii. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- iii.
  - a. Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege or
  - b. Insurrection, rebellion or revolution;
- iv. Any act (whether on behalf of any organization, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- v. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- vi. Any attempt to perform any act referred to in clause (iv) or (v) above;
- vii. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v) or (vi) above.

If the insurer alleges that, by reason of clause A (i), (ii), (iii) (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary rests with you.

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

c. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

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

If the insurer alleges that, by reason of clause 1(C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest with you.

#### 2. Nuclear Risks

Except as regards the Fidelity and Personal Accident Sections, 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. Ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- ii. Nuclear material, nuclear fission or fusion, nuclear radiation;
- iii. Nuclear explosives or any nuclear weapon;
- iv. Nuclear waste in any form;

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

### **3. ASBESTOS Exclusion (Applicable to the Public Liability and Employers Liability Sections and Subsections)**

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

### **4. Computer Losses**

General Exception applicable to all Sections of this policy insuring damage to property or the consequences of damage to property or any liability.

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

- a. Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- b. Any legal liability of whatsoever nature
- c. Any consequential loss Directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:
  - i. To treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or
  - ii. To capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command, which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date; or
  - iii. To capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs; or
  - iv. To capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorized code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or program or interference.

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

### **4. Corona Virus or Corona Virus Disease**

This policy does not cover any loss directly or indirectly caused by, happening through, in consequence of or resulting from, in connection with or contributed to by;

1. Any Coronavirus or Coronavirus disease including but not limited to SARS-CoV2 / COVID-19, Avian Influenza, Severe Acute Respiratory Syndrome Coronavirus (SARS-CoV).
2. Any mutation or variation of 1. above.
3. Any infectious epidemic/pandemic (if classified either way by the appropriate national or international body/agency) which leads to:
  - a. The imposition of quarantine or restriction in movement of people or animals by the national or international body or agency; and/or
  - b. Any travel advisory or warning being issued by a national or international body or agency.
4. Arising from any fear or threat (whether actual or perceived) of the above.
5. Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of the above.

If the Insurer alleges that by reason of this exclusion loss is not covered by this policy the burden of proving the contrary shall rest on the Insured.

## 5. Electricity Grid Failure exclusion

Notwithstanding any provision of any section of this Policy including any Exclusion, Condition, Exception, Insured Peril, Extension or other provision not mentioned herein, this Policy does not cover any loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, attributable to, arising out of, resulting from, following or in any way in consequence of or in connection with any Electricity Grid Failure (as defined below). Electricity Grid Failure is an interruption to or suspension of electricity supply, in any manner, from whatsoever source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.

This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity Grid Failure including, but not limited to, the disruption of water, telecommunications and sewage systems as well as the deterioration of stock, food or other items. This exclusion does not apply to Loadshedding (defined below) which remains covered subject to the remaining terms and conditions set out in the policy. Loadshedding is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured implemented in phases which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.

## GENERAL CONDITIONS

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

### 1. Misrepresentation, Misdescription and Non-Disclosure

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

### 2. Other Insurance

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

### 3. Cancellation

#### 3.1 By the Insurer

This policy or any Section of it may be cancelled at any time by the Insurer giving 30 (thirty) days' notice in writing to you and you shall be entitled to claim a pro-rata proportion of your premium back for the remainder of the period of insurance from the date of cancellation, subject to General Condition 4.

#### 3.2 By you the insured

This policy or any Section of it may be cancelled by you giving immediate notice to the Insurer at any time. The Insurer shall be entitled to retain the customary short period or minimum premium for the period that the policy or Section has been in force.

### 4. Premium Payment

#### 4.1 Premiums are to be paid in advance

All premiums are to be paid in advance. If premium payment is to be made by monthly debit order the strike dates to your bank account that can be selected are the 1st, 10th or the 15th of every month. If the debit order date falls on a weekend or a public holiday your account will be debited on the next working day.

If premium payment is to be made annually you may pay it by electronic funds transfer (EFT) within 30 days of the anniversary date failing which the policy will be cancelled

#### 4.2 Unpaid premiums

- i. If you cancel or stop payment on your debit order, your cover will automatically end on the last day of the month that premium was received for
- ii. If the debit is returned due to insufficient funds the Insurer may allow you to make immediate payment of the outstanding premium by electronic funds transfer to the nominated bank account or, with mutual consent, collect the outstanding premium the following month together with the new month's premium. If this premium is still not collected by the Insurer, the cover will end on the last day of the month that premium was received for.

## 5. Adjustment of Premium

If the premium for any section of this policy has been calculated on estimated figures, the Insurer will ask you for actual figures for the past period of insurance cover. (examples could be: stock values for the Fire section, gross revenue for the Business Interruption section or turnover for the Liability section) and any other information that will enable the Insurer to calculate the actual premium for the past period of insurance. Any difference shall be paid by or to you as the case may be.

## 6. Prevention of Loss

You are required to take all reasonable steps and precautions to prevent accidents or losses. You are also required to adhere to all of the laws, regulations, by-laws and rules that apply to your business or any other matter for which cover is provided in terms of this policy. Failure to comply on your part shall entitle the Insurer to reject a claim if your failure is material to the claim.

## 7. Claims

7.1 If an event occurs which may result in a claim under this policy you are required to:

- i. Inform the Insurer of the event as soon as reasonably possible and also tell them if there is any other insurance cover in place which could cover the same event,
- ii. If the event involves theft or any other criminal activity you are to inform the police of the event as soon as is reasonably possible and to take all practical steps to discover who the guilty party is and to recover the stolen or lost property,
- iii. Submit, in writing, full details of the event to the Insurer within 30 days after the event (or such further time as the Insurer may allow) and provide them with any proof, information and sworn declarations that they may require to deal with your claim. Also, if you receive any notice of a claim against you, summons or other legal process in connection with this event you must forward it to the Insurer immediately.

7.2 Unless the event leads to a claim under the Business Interruption, Fidelity or Personal Accident Sections the Insurer will not pay any claim if 24 months have expired from the date of the event leading to the claim unless the claim is the subject of a pending legal action or is a claim in respect of your legal liability to a third party. The Insurer may also allow an extension.

7.3 No claim shall be payable unless you claim payment by serving legal process on the Insurer within 6 months of the date of rejection of your claim by the Insurer and you continue with the proceedings to finality

7.4 If the property, or any part of it, that was the subject of the claim is located after the Insurer has paid your claim you are required to provide all assistance in the identification and physical recovery of the property if requested by the Insurer. The Insurer will pay for your reasonable expenses to provide this assistance. However, if you do not provide the requested assistance you will immediately become liable to repay to the Insurer all amounts that they have paid in respect of the claim

## 8. Insurer's Rights After an Event

8.1 On the happening of any event in respect of which a claim is or may be made under this policy, the Insurer and every person authorized by them may, without incurring any liability and without diminishing the right of the Insurer to rely on 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 your permission to the Insurers to do so however you shall not be entitled to abandon any property to the Insurer whether they have taken possession of the property or not
- ii. in your name take over and conduct the defence or settlement of any claim and prosecute, 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 you without the written consent of the Insurer.

## 9. Deliberate or Fraudulent Acts in Making a Claim

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this policy may be avoided or cancelled, at the Insurers discretion, from the date of any fraudulent conduct and all premiums paid in respect of such policy shall be forfeited from the date of the fraudulent conduct:

- a. If any claim or part thereof under this policy is in any way fraudulent or if fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under this policy happens as a result of your intentional conduct or that of any person acting on your behalf or with your connivance; or
- b. If any fraudulent information and/or document, whether created by you or any other person, is provided to the

Insurer by you, or anyone acting on your behalf or with your connivance to substantiate or support any claim under this policy, whether or not the event in itself is fraudulent; or

- c. If the quantum of any claim is deliberately exaggerated by you or anyone acting on your behalf or with your connivance, for any reason whatsoever, whether or not the event in itself is fraudulent.

Where any benefit under this policy is forfeited in circumstances set out in this General Condition, you will have to repay the Insurer all amounts which the Insurer may have previously settled in respect of all claims forfeited without prejudice to the Insurers right to recover any other damages which the Insurer may have suffered as a result of the fraudulent conduct.

#### **10. Reinstatement of Cover After Claim (Not Applicable to stock on a declaration Basis or any section where it is stated to be not applicable)**

In consideration of sums insured not being reduced where appropriate by the amount of any claim, you shall have to pay additional premium on the amount of the claim from the date of the event or from the date of reinstatement or replacement (whichever is later) to expiry of the period of insurance.

#### **11. Breach of Conditions**

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

#### **12. No rights to other Person**

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

#### **13. Value-Added Tax (VAT)**

##### **13.1 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.

##### **13.2 VAT-inclusive condition**

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

Subject to such sums/limits of indemnity being adequate to embrace the amounts described under 13.1 and 13.2 above, the Insurer will, to the extent that you are accountable to the tax authorities for value- added tax in respect of any payment in terms of this policy include the amount of such tax in the final settlement of any claim in terms of the policy, provided that the total amount payable for any defined event and the value-added tax related to the payment shall not exceed the sum insured/limit of indemnity set against the event.

In the event of a claim occurring where you are required to pay an excess or first amount payable this amount shall also include value-added tax.

In addition, in the event of a change in the rate of value-added tax during the period of insurance the sums insured, limits of indemnity and premiums shall be adjusted automatically.

#### **14. Consent to Disclose Information**

- a. You acknowledge that sharing of information for underwriting and claims purposes is in the public interest as it will enable Insurers to underwrite policies and assess risks fairly in addition to reducing the incidence of fraudulent claims as well as limiting premiums.
- b. You and anyone that you represent waive any right to privacy with regard to underwriting and claims information in respect of any insurance policy or claims made or lodged by yourselves.
- c. You consent to such information being stored in a shared database and being used as set out above.
- d. You consent to such information being disclosed to any other insurer or its agent
- e. You consent to any underwriting information being verified against legally recognized sources or databases.
- f. You agree that this consent clause will survive the termination of the policy, including its cancellation or lapsing, for whatever reason.

#### **15. Interest on Payments**

No interest will be payable by the Insurer on any amount due in terms of the policy unless ordered to by a competent Court of Law.

#### **16. Law and Jurisdiction**

Any dispute between yourself 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 by a competent court of South Africa. You undertake that you will not institute any action against the Insurers nor bring joint proceedings against the Insurers in the court of any country other than the Republic of South Africa.

#### **17. Change of Interest**

The cover provided by this policy shall be void with respect to any item insured:

- a. to which any alteration after the commencement of this insurance takes place;
- b. whereby your interest ceases 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.

## **GENERAL PROVISIONS**

#### **1. Claims Preparation Costs**

The insurance by each section of this policy is extended to include costs reasonably incurred by the you in producing and certifying any particulars or details required by the company in terms of general condition 7 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 sum insured or limit stated in the policy schedule for each section.

#### **2. 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 you, if required, at the discretion of the Insurer.

#### **3. First Amount Payable**

Unless specifically stated in any section, the amount payable for each and every loss, damage or liability shall be reduced by the First amount payable shown in the policy schedule for the applicable defined event.

#### **4. Members**

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

#### **5. Liability under More than One Section**

The Insurer shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

#### **6. Meaning of Words**

The schedules and any endorsements noted on them and the policy wording shall be read together and any word or expression which has been given a specific meaning in any part of them shall have the same meaning wherever it appears.

#### **7. Premium Payment**

Premium is payable on or before the inception date or the 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.

#### **8. Holding Covered**

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

#### **9. Schedule Sum Insureds Blank**

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

- i. Left blank or has no monetary amount stipulated against it
- ii. Reflected as nil or not applicable or not covered or no indemnity extended  
This means the defined event or circumstance shown in the schedule is not insured by the policy.

## 10. Security Firms

If an employee of a security firm employed by you under a contract causes loss or damage, the insurer agrees, in terms of the said contract that you 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 yourself and any security provider relating to the protection of your property.

## MATERIAL DAMAGE

### DEFINED EVENTS

This Section covers accidental loss or destruction of or Damage to the Property insured at the Premises that are described on the schedule other than by an excepted cause set out below. (such accidental loss, destruction or damage will be called Damage from here on).

### EXCEPTIONS

This Section will not cover:

#### 1. Damage or consequential loss resulting therefrom, caused by:

- a. Faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear, vermin or insects.
- b. Collapse or cracking of buildings or normal settlement or bedding down of new structures.
- c. Corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish, marking or scratching.
- d. Cracking, fracturing, collapse or overheating of boilers, economizers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers.
- e. Mechanical or electrical breakdown and or derangement of machinery or equipment.
- f. The deliberate act of a supply authority in withholding the supply of water, gas, electricity or fuel. But this shall not exclude such Damage if resulting from a cause which is not otherwise excluded or subsequent Damage resulting from an ensuing cause which is not otherwise excluded.

#### 2. Damage or consequential loss resulting therefrom caused by:

- a. Theft or any attempt thereat not involving forcible and violent entry into or exit from any totally enclosed and securely locked Building forming part of the Premises when it is vacant or if any Property insured is at:
  - i. Any furniture storage depot or bank safe deposit or
  - ii. Any other premises for repair, renovation, restoration, cleaning or dyeing

This section shall, however, cover theft not involving forcible and violent entry or exit:

- i. If the Building forming part of the Premises is occupied by the Insured;
- ii. If accompanied by personal violence or threat of personal violence against any principal, director or employee of the Insured;
- iii. Of Money or Property in Transit covered in terms of the Limits of Liability 3 and 4 of this section.
- iv. Of office furniture, office equipment and office machines not being stock in trade.
  - b. Fraud or dishonesty on the part of any principal, partner, director, employee or agent of the Insured.
  - c. Unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information or consequential loss resulting therefrom.

But this shall not exclude Damage caused by Fire and Allied Perils as defined, malicious persons and not otherwise excluded.

#### 3. Damage to glass (other than fixed glass)

China, earthenware, marble or other fragile or brittle objects or consequential loss resulting therefrom but this shall not exclude Damage caused by Fire and Allied Perils as defined, malicious persons and not otherwise excluded or theft involving forcible and violent entry into or exit from any totally enclosed and securely locked building forming part of the Premises.

#### 4. Damage

- a. To Property as a result of it's undergoing any process.
- b. To moveable property in the open caused by storm, wind, water, hail or snow unless such property is designed to exist or operate in the open or is insured as a separate item.
- c. Caused by detention, confiscation, destruction or requisition by customs or other officials or authorities.
- d. To property more specifically insured.
- e. Caused by drought other than fire or explosion damage resulting from drought.



**5. Damage to**

- a. Caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft, and mechanically propelled vehicles (including accessories thereon) other than fork lift trucks within the confines of the Insured's own Premises.
- b. Buildings or structures in the course of erection and materials or supplies in connection with all such property in the course of construction or erection.
- c. Land, piers, jetties, bridges, culverts, excavations or dams.
- d. Growing crops or trees (except as provided for in Extension 5 of this Section).
- e. Explosives
- f. Property which at the time of the happening of such Damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been affected or consequential loss resulting therefrom.

**6. The value to the insured**

Of information contained in documents, manuscripts, business books, computer systems, records, patterns, models, moulds, plans and designs.

7. Pollution or contamination irrespective of the original cause unless it results from Fire and Allied Perils as defined (except as provide for in Extension 13 of this Section).

**8. Loss or damage to Money:**

- a. Arising from dishonesty of any principal, partner, director, or person or persons in the employ of the Insured that is not discovered within 14 working days of the occurrence thereof.
- b. Arising from shortage due to error or omission.
- c. Arising from the use of keys to any safe or strong room unless the keys are:
  - i. Obtained by violence or threat of violence to any person
  - ii. 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 strong room;
- d. In an unlocked safe or strong room whilst the portion of the premises containing such safe or strong room is unattended but this exception will not apply if it can be shown to the satisfaction of the Insurer that the person(s) responsible for the money deliberately left it outside the safe or strong room with the intention of allowing it to be stolen;
- e. In any vehicle being used by the Insured unless a principal, partner, director or employee of the Insured is actually in the vehicle or, if not in such vehicle, is within 5 metres of it in a position from which the vehicle is clearly visible. This exception shall not apply following an accident involving such vehicle rendering the said such person incapacitated.

Specific exceptions (c), (d) and (e) do not apply up to an amount of R1,500 and such losses shall not be reduced by any first amount payable.

**Subsidence and landslip – limited cover**

We will pay you for loss of or damage to your house caused by subsidence or landslip or both up to the Sum insured stated on your schedule.

However, you are not covered if this is caused by:

- a. Normal settlement, shrinkage or expansion of the building structural alterations, additions or repairs the compaction of infill.
- b. Defective or faulty design, materials or workmanship excavations other than mining operations.
- c. Removal or weakening of support.
- d. Contraction or expansion of soil, clay or similar types of soil moisture or damp.

In addition, we are not liable for:

- a. Loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls – unless the building is damaged at the same time by the same event.

- b. Loss or damage to solid floor slabs or any part of the building resulting from the movement of the slabs, unless the foundation supporting the external walls are damaged by the same cause at the same time.
- c. Any damage that existed before your cover started.
- d. Work necessary to prevent further loss or damage from subsidence and landslip, except where appropriate design precautions were implemented during the original construction of the building or any subsequent additions to it.

If required, you will have to prove that the loss or damage being claimed for was caused by subsidence or landslip.

#### **Subsidence**

Sinking, it is the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

#### **Landslip**

The sliding down of a mass of land. It is, in effect, a small landslide and it typically occurs on a slope.

#### LIMITS OF LIABILITY

In respect of:

##### **1.Fire and Allied Perils**

Damage to the insured Property at the Risk Address caused by Fire and Allied Perils (as defined) and Malicious Damage (as defined) up to the Sum Insured stated on the schedule.

##### **2. Theft**

Theft (as defined) of insured Property at the Risk Address up to the Sum Insured stated on the schedule.

##### **3.Money**

Any single loss of Money (as defined) within the Territorial Limits (as defined) up to the limit stated on the schedule. In addition to the Limits of Liability stated on the schedule this Extension includes Damage to any safe, strong room, till or receptacle in which Money is contained caused by theft or attempted theft of Money.

##### **4.Property in Transit**

Any single occurrence of Damage to the Property insured whilst in transit up to the limit stated on the schedule but such insurance shall be limited to transit by road, rail or air within the Territorial Limits (as defined).

Provided that the Insurer shall not be liable for:

- a. Property carried by the Insured for hire or reward other than delivery of goods sold by the insured.
- b. Sea transits.
- c. Depreciation, deterioration or changes brought about by natural means.
- d. Money as defined within Exceptions.
- e. Damage arising from denting, scratching, inherent vice or defect, vermin, insects, damp, mildew or rust.
- f. Damage resulting from or caused by breakdown of refrigeration equipment unless stated to be included on the Schedule.

##### **5. Glass and Mirrors**

Damage to fixed glass and mirrors (including lettering and signwriting) at the Premises up to the limit stated on the schedule. Any claim for indemnity in respect of this extension shall include the cost of repairing the resultant damage to shop fronts and frames containing the glass as well as the reasonable costs incurred for the removal and reinstallation of fixtures and fittings following such damage.

Excepted causes 1 to 4 of this Section do not apply to this Extension.

##### **6. Any other Damage**

Any other Damage not provided for in the Limits of Liability 1. to 5. above, whether insured or not and not otherwise excluded, up to the limit stated on the schedule.

## CONDITIONS

### **1.Mortgagee**

The interest of the Mortgagee as regards the Buildings, Landlords fixtures and Rent shall not be prejudiced by any act or omission on the part of the Mortgagor of which the Mortgagee is unaware. Provided that the Mortgagee shall inform the

Insurer as soon as any such act or omission comes to his or her knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall have been assumed by the Insurer during the continuance of this insurance

## 2. Tenants

This Section shall not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owner of the Building (where the Insured is a tenant) provided that the Insured shall notify the Insurer as soon as such act or neglect shall come to the Insured's knowledge and shall pay on demand the appropriate additional premium.

## 3. Designation

For the purpose of determining where necessary the item under which any property is insured it is agreed to accept the designation under which such Property has been entered in the Insured's books.

## 4. Construction

Unless stated otherwise the buildings referred to herein or in any endorsement hereto are constructed of brick, stone or concrete and roofed with slate, tiles, metal or asbestos.

# CLAUSES AND ENDORSEMENTS

## 1. Underinsurance /average (Applicable only to those causes described under paragraph 1 of limits of liability)

If the Property covered shall at the commencement of any Damage insured by this Section be collectively of greater value than such Sum Insured then the insured shall be considered as being their own insurer of the difference and shall bear a rateable proportion of the loss accordingly.

## 2. Deductibles

The Excess or First Amount Payable that is stated on the Schedule will be deducted from each and every loss as ascertained after the application of all other terms and conditions of the Policy including any application of the Underinsurance/Average clause.

## 3. Architects, Surveyors and Consultants Fees

This Section, insofar as it refers to Buildings or Machinery, includes Architect's, Quantity Surveyors' and Consulting Engineers' fees (for estimates, plans, specifications, quantities, tenders and supervision) and other fees, approved by the Insurer, necessarily and actually incurred in the reinstatement or replacement of the said Buildings or Machinery following Damage but in no case exceeding 20% of the amount of the loss paid under the appropriate item in respect of such Damage.

Provided that the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

## 4. Capital Additions

This Section includes alterations, additions and improvements (but not appreciation in value in excess of the Sums Insured) to the Property Insured (other than Stock and Materials in Trade) for an amount not exceeding 15% of such sums insured, it being understood that the Insured undertake to inform the Insurer on every Anniversary date of the policy of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

## 5. Municipal Fire Brigade Charges

Where Municipal or Local Authorities are empowered to debit owners or occupiers of Premises with the cost of fire extinguishment this Section will cover the cost of the service provided in accordance with the Insurers normal practice.

## 6. Municipal Plans Scrutiny Fee

This Section includes Municipal Plans Scrutiny Fees charged, provided that the total amount recoverable shall not exceed the sum insured on the Property affected.

## 7. Automatic Reinstatement

The limits of liability shall not be reduced by the amount of any Damage but the insured shall pay additional premium on the amount of such loss pro rata from the date of the Damage to the expiry of the period of insurance.

## 8. Property in Trust

This Section includes Property insured, as herein defined, belonging to the Insured or for which they are responsible, provided that the amount recoverable shall not exceed the Sum Insured or Limit of Liability shown against the Property affected.

### 9. Temporary Removal (Internal and External)

The Property insured is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or air within the Territorial Limits.

The amount recoverable under this extension in respect of each item shall not exceed the amount which would have been recoverable had the loss occurred in that part of the Premises from which the Property insured is temporarily removed.

This extension does not apply to Property in so far as it is otherwise insured, nor as regards losses occurring elsewhere than at the premises from which the Property insured is temporarily removed to.

### 10. Malicious Damage

This Section will cover Malicious Damage (as defined) other than loss of or damage to

1. Moveable property which is
  - 1.1 Dtolen
  - 1.2 Damaged in an attempt to remove it or part of it from the Premises owned or occupied by the Insured.
2. Moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any Premises owned or occupied by the Insured.
3. Immoveable property owned or occupied by the Insured occasioned by or through or in consequence of
  - 3.1 The removal or partial removal or any attempt thereof
  - 3.2 The demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof

Provided that this extension does not cover:

- a. Consequential or indirect Loss or Damage of any kind or description whatsoever other than loss of rent if specifically insured.
- b. Loss or Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- c. Loss or Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d. Loss or Damage related to or caused by any occurrence referred to in General Exception 1. (a), (i) to (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any such occurrence.

If the Insurer alleges that by reason of proviso (a), (b), (c) or (d) above Loss or Damage is not covered by this Section the burden of proving the contrary shall rest on the Insured.

If any Building insured or containing the insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the Insured, before the occurrence of any damage, obtains written consent from the Insurer to continue this extension. During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the Insurer and shall bear 20% of the claim before deduction of any First Amount Payable.

### 11. Public Supply Connections and Foundations

The insurance in respect of any Buildings extends to include the foundations and the water, sewerage, gas, electricity and telephone connections, the property of the Insured or for which they are responsible, between the Buildings insured and the public supply or mains provided the total amount recoverable does not exceed the sum insured by the item affected.

### 12. Public Authorities Requirements

The insurance by this Section includes such additional cost of repairing or rebuilding the destroyed or damaged Property insured that may be incurred solely by reason of the necessity to comply with building or other regulations under any act of Parliament or Ordinance of any Provincial, Divisional, Municipal or other Local Authority.

Provided that:

1. The amount recoverable by this endorsement shall not include
  - a. The cost incurred in complying with any of the aforesaid regulations

- i. In respect of destruction or damage occurring prior to granting of this endorsement;
  - ii. In respect of destruction or damage not insured by this Policy;
  - iii. Under which notice has been served upon the Insured prior to the happening of the destruction or damage;
  - iv. In respect of undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion destroyed or damaged;
- b. The additional cost that would have been required to make good the Property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
  - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property by the owner thereof by reason of compliance with any of the aforesaid regulations.
2. The work of rebuilding or repair must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate), subject to the liability of the Insurers not being thereby increased.
  3. If the liability under (any item of) the Policy, apart from this endorsement shall be reduced by the application of any terms, exceptions and conditions of the Policy then the liability under this endorsement (in respect of any such item) shall be reduced in like proportion.
  4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

### 13. Reinstatement Conditions

In the event of the Property Insured (other than Stock and Materials in Trade) under this Policy being destroyed or damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions

## SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of this Policy not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable under the Policy, if this endorsement had not been incorporated therein, shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the Property destroyed or damaged this Policy shall not be liable for any payment in excess of the amount which would have been payable under the policy if this endorsement had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured Property had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such Property by any other peril insured against by the Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this endorsement applies shall be separately subject to this provision.
4. This endorsement shall be without force or effect if
  - a. The Insured fails to give notification within six months from the date of destruction or Damage, or such further time as is allowed, their intention to replace or reinstate the Property destroyed or Damaged.
  - b. The Insured is unable or unwilling to replace or reinstate the Property destroyed or damaged on the same or another site

## SPECIAL EXTENSIONS

### 1. Alcohol and Beverages

This Section includes costs and expenses resulting from the escape of beer, wine or other beverages from fixed installations as well as any resultant damage up to the limit stated on the Schedule.

### 2. Bilking

This section includes loss of income to the Insured resulting from a guest or visitor of the Insured having absconded or left the Premises prior to settling their account for accommodation or other services provided up to the limit stated on the Schedule.

### 3. Claims Preparation Costs

This Section includes costs and expenses incurred in producing and certifying any particulars or details required by the Insurer during the formulation of a claim which will be limited to:

- a. Additional fees to the Insured's auditors
- b. Additional wages or salaries to the Insured's own employees
- c. Cost of materials used
- d. Other additional costs and expenses approved by the Insurer up to the limit stated on the schedule.

### 4. Clearance Costs

This Section includes costs necessarily incurred by the Insured in demolishing buildings and/or machinery in removing debris (including stock debris) from the site and in providing, erecting and maintaining any street or pavement hoarding required during demolition, site clearance and building operations following destruction of or damage by any peril hereby Insured against provided that the total amount recoverable shall not exceed the Limit stated on the Schedule.

The Insurer will not pay for any costs or expenses:

- a. Incurred in removing debris except from the site of the Insured Property that is destroyed or damaged and the area immediately adjacent to such site
- b. Arising from pollution or contamination of property not insured by this Policy.

### 5. Damage to Landscaped Gardens, Trees, Plants and Features

This Section includes costs and expenses incurred by the Insured in respect of restoring damage caused to landscaped gardens, trees, plants, water features and statues at the Premises by an insured event up to the limit stated on the Schedule.

### 6. Damage to Signs, Signposts, Blinds, Canopies and Umbrellas

This Section includes costs and expenses incurred by the Insured resulting from loss of or damage to fixed signboards or signposts advertising the insured establishment, blinds, canopies and umbrellas up to the limit stated on the Schedule.

### 7. Damage to Game Fencing and Gates Following Breakout of Wild Animals

This Section includes costs and expenses incurred by the Insured to recover and relocate wild animals that belong to the Insured to their original premises in the event that they have broken out of their original premises. In addition, the costs of repairing damaged fences and gates will be included up to the limit stated on the Schedule.

### 8. Damage to Property to Effect of an Emergency Rescue

This Section includes costs and expenses incurred by the Insured to break down a door, security gate, window, glass or burglar bars in order to gain access to a room where it is reasonably assumed that a guest, visitor or employee of the Insured is in an emergency situation and keys are not available to open the door to the room up to the limit stated on the Schedule.

### 9. Goods in the Open

This Section includes costs and expenses incurred by the Insured to repair or replace goods in the open at the Premises consisting of laundry, garden furniture and implements, including lawnmowers, portable braais and swimming pool equipment up to the limit stated on the Schedule.

### 10. Guests' Laundry and Personal Effects

This Section includes cover for Guests Laundry and Personal Effects whilst they are temporarily residing with the insured at the Premises that are lost or damaged by a Defined Event. Money or negotiable instruments are not covered by this extension and cover is limited to the amount stated on the schedule.

### 11. Inflation Protector

The sum insured of the Property will be automatically increased every month by 1.25% to keep in line with inflation and increased acquisition costs unless stated to the contrary by the Insured. The sum insured will be increased at the annual anniversary of the policy and the new premium charged for the future period of insurance. The Insured will still be responsible to ensure that the sums insured represent the full replacement value of the insured property at all times.

### 12. Locks and Keys

This Section includes the cost of replacing locks and keys, card keys, access cards, remote control devices and the like to the Buildings on the Premises following upon loss, disappearance or theft up to the limit stated on the Schedule.

### 13. Loss of Fishstock

This Section includes costs and expenses incurred by the Insured resulting from the death of fish stocks in the Insured's

dams, ponds and water features as a result of fire, flood, pollution and or contamination of the water by chemicals or waste provided that the death of the fish is not caused by disease, sickness or atmospheric conditions. The amount payable by the Insurer is limited to the sum stated on the Schedule.

**14. Medical Evacuation**

Subject to the discretion of the Insurers, this Section will pay for any Guest, employee or visitor of the Insured who is seriously injured or ill to be evacuated and admitted to the nearest suitable medical facility or hospital within the Territorial Limits up to the limit stated on the Schedule. Any amount paid by the Insurers shall be refunded by the Guest, employee or visitor of the Insured or recovered if any other insurance policy or medical aid benefit is applicable.

**15. Post Trauma Counselling**

If an insured event for which the Insurers have admitted liability under this policy causes trauma to the Insured or to an employee, guest or visitor of the Insured, the Insurers shall pay a benefit in respect of the costs necessarily incurred for the post trauma counselling up to the limit stated on the Schedule.

**16. Property Protection Costs**

This Section will indemnify the Insured in respect of all reasonable costs and expenses incurred in effecting such temporary repairs and protection measures, including hiring of a watchman, guard or wildlife ranger following an insured event up to the limit stated on the schedule.

**17. Removal of Bees, Wasps, Hornets, and Snakes**

This Section will indemnify the Insured for costs incurred in the removal of hives of bees or nests of wasps and hornets or snakes that are a threat to any Guest, employee or the Insured at the Premises. (R10,000)

**18. Search and Rescue**

This Section will pay to the Insured the reasonable search and rescue costs in respect of any employee, Guest or visitor who has gone missing whilst staying at the Premises of the establishment up to the limit stated on the Schedule.

**19. Temporary Repairs**

This Section will indemnify the Insured, after loss or damage by an insured event, for costs and expenses incurred in effecting temporary repairs to minimize any further losses up to the limit stated on the schedule.

**20. Water Leakage Costs**

This Section includes costs incurred by the Insured for water charges from a local authority for water lost through leaking pipes at the Premises subject to the following conditions:

- a. The water meter reading is 50% or more over the average of your previous four readings.
- b. You take immediate steps to repair the pipes affected when the leak is discovered by physical evidence or by abnormally high water bills.
- c. Insurers will not pay for:
  - i. More than two separate events in any 12 months period.
  - ii. The cost of repairing leaking pipes.
  - iii. Loss of water from leaking taps, water heating apparatus or sanitary systems, swimming pool structures and inlet or outlet pipes
  - iv. Loss of water if a unit is unoccupied for more than 30 consecutive days unless agreed by the Insurer in writing.

## BUSINESS INTERRUPTION

### DEFINED EVENTS

In the event of Damage to the Property used by the Insured for the purpose of the Business carried on by the Insured at the Premises during the Period of Insurance from any event covered by Material Damage resulting in interruption or interference with the Business the Insurer will indemnify the Insured as follows:

The amount of the loss resulting from such interruption or interference provided that at the time of the Damage there shall be in force an insurance covering the interest of the Insured in the Property at the Premises and that liability shall be admitted or payment made therefore or payment would have been made or liability admitted but for the operation of a proviso in the insurance excluding liability for losses below a specified amount.

The liability of the Insurer under this Section shall not exceed in respect of any item its Sum Insured or Limit stated in this Policy or the Schedule at the time of the event.

### BASIS OF SETTLEMENT

#### 1. Gross Revenue

The Insurer will pay as indemnity to the Insured the amount of their loss in respect of each item stated on the Schedule as a result of loss of Gross Revenue (as defined) and /or Increased Cost of Working (as defined)

- a. The amount payable in respect of a reduction in Gross Revenue shall be the sum by which the Gross Revenue shall fall short of the Standard Gross Revenue (as defined) during the Indemnity Period as a result of the Damage.
- b. The amount payable in respect of the Increased Cost of Working as a result of the Damage not exceeding the amount of the reduction in Gross Revenue thereby avoided less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Gross Revenue that may cease or be reduced as a result of the Damage.

Provided that adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the 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. Rent

The Insurer will pay the amount of rent receivable, rent payable or rental value defined below in the event of the Premises being rendered untenable in consequence of Damage –

- a. Rent receivable – the actual rent receivable by the Insured at the time of the event at the Premises or on any part that is let.
- b. Rent payable – the actual rent payable by the Insured to the owner or the landlord of the Premises.
- c. Rental value – the actual rental value of the premises.

The amount payable shall be in the proportion that the sum insured bears to the actual rent receivable/rent payable or rental value of the Premises when not untenable during the period of insurance, but the period shall not exceed the time which would be required to place the Premises in a tenable condition.

#### 3. Increased Cost of Working

The Insurer will pay as indemnity to the Insured the additional expenditure necessarily and reasonably incurred, with the prior written consent of the Insurer, for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Standard Gross Revenue to the amount of the reduction thereby avoided.

#### 4. Wages

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

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

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



payable will be proportionately reduced.

#### 5. Loss of Licence

The Insurer will indemnify the Insured for loss of a granted Licence being revoked or for the refusal to renew the Licence after due and proper application for renewal due to a cause beyond the control of the Insured.

The amount payable shall be:

- a. The depreciation in value of the interest of the Insured in the Premises or the Business
- b. The costs and expenses incurred by the Insured with the prior written consent of the Insurer in connection with any appeal in respect of the revoking of or refusal to renew such Licence
- c. The loss of Gross Revenue due to reduction in Turnover and Increased Cost of Working
- i. The amount payable in respect of a reduction in Turnover shall be the sum produced by applying the Rate of Gross Revenue to the amount by which the Turnover shall fall short of the Standard Turnover during the Indemnity Period as a result of the Loss of Licence
- ii. The amount payable in respect of the Increased Cost of Working as a result of the loss of Licence not exceeding the sum produced by applying the Rate of Gross Revenue to the amount of any reduction in the Turnover thereby avoided less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced as a result of the loss of Licence.

The liability of the Insurer under this Item is limited to the amount stated on the Schedule For the purposes of this Item - Indemnity Period shall mean:

The period beginning with the loss of Licence and ending not later than twelve months thereafter during which the results of the Business shall be affected in consequence of the loss of Licence provided that if the Premises are disposed of within the twelve months after the loss of Licence the Indemnity Period shall terminate either:

- a. Upon disposal or
- b. 12 months from the loss of Licence whichever is earlier

#### SPECIFIC EXCEPTIONS

The Insurer shall not be liable for

- a. any loss to the Insured by virtue of any legislation relating to the Licence
- b. any loss arising from the revoking of any extension to the normal opening hours
- c. any loss arising from the revoking of or refusal to renew the Licence:
  - i. arising from any municipal planning improvement or redevelopment or compulsory purchase or the surrender, reduction or redistribution of Licence(s)
  - ii. by the misconduct, neglect or connivance of the Insured or failure by them to take steps necessary for keeping the Licence in force
- d. any loss relating directly or indirectly to a personal Licence issued to the Insured or Employee of the Insured
- e. any loss arising from the forfeiture of the Licence on the suspicion of illegal drug dealing at the Premises
- f. any loss arising from forfeiture of the Licence caused by alteration of the Premises without the consent of the appropriate authority
- g. any loss arising from the Premises:
  - i. being closed for any period which is not required by law
  - ii. not being maintained in a sanitary condition or satisfactory state of repair
- h. payment of whatever nature due to the licensing authority by the Insured

#### SPECIFIC CONDITIONS

It is a condition precedent to the Insurer's liability for any loss or payment under this Item that

- a. Immediate notice must be given in writing to the Insurer by the Insured in the event of any:
  - i. Change in tenancy, use or management of the Premises.
  - ii. Transfer or proposed transfer of the Licence.
  - iii. Complaint against the Premises or the control of the Premises.
  - iv. Proceedings against or conviction of the Insured, manager, tenant or occupier of the Premises for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty, moral standing or sobriety.
  - v. Objection to renewal or other circumstances which might endanger the renewal of the Licence.

- b. In the event of revoking or refusal of renewal of the Licence the Insured must notify the Insurer in writing within 24 hours after the order of the authorities of the event which has resulted in forfeiture or refusal of renewal of the Licence and also state as far as the Insured is able the grounds upon which such order has been made or particulars of such event.

## CLAUSES

### 1. Computer Records

This Section covers Consequential Loss resulting from the erasure or distortion of information on computer systems or other records caused by Damage to the machine or apparatus in which the records are mounted.

### 2. Automatic Reinstatement

The limits of Liability shall not be reduced by the amount of any loss but the Insured shall pay additional premium on the amount of such loss pro rata from the date of the Damage to the expiry of the period of Insurance.

### 3. Accountants

Any particulars or details contained in the Insured's books of account or other books or documents 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 detail to which it relates.

### 4. Accumulated Stocks

In adjusting any loss, the Insurer's shall take into account and make an equitable allowance if any shortage in Revenue due to the Damage is postponed by reason of the Revenue being temporarily maintained from accumulated stocks.

### 5. Departmental

If the Business is conducted in departments or branches and the independent trading results of which are ascertainable the basis of Gross Revenue shall apply separately for each department.

### 6. Average

If the Sum Insured is less than the Gross Revenue for the 12 months (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) immediately prior to the occurrence of Damage the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstance affecting or which would have affected the Business either before or after the Damage.

### 7. Alternative Trading

If during the Indemnity Period work is done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on behalf of the Insured the amount paid or payable in respect of such work or services shall be accounted for in arriving at the Gross Revenue during the Indemnity Period.

## EXTENSIONS

All terms exclusions and conditions of the Insured Perils under Material Damage and all terms and conditions of this Section apply to these Extensions in addition to those shown below as applying to each Extension.

The liability of the Insurer includes loss as insured by this Section resulting from or interference with the business in consequence of:

### 1. Accidental Failure of Public Supply

Accidental failure at the terminal ends of the public supply undertakings feed to the Premises of electricity, gas, water or telecommunications services as a direct result of Damage subject to the limit stated on the Schedule and providing the cessation of supply lasts at least 30 minutes in respect of electricity, gas or water and for a minimum of 8 hours in respect of telecommunications excluding:

- a. Atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite b) total or partial failure of the public supply caused by riot, strike or lock-out or partial withdrawal of labour or total cessation of work.

### 2. Cancellation of Cultural Sporting Events

Cancellation of a cultural, sporting or other such event within a 50km radius of the premises. In the event of such loss the Insured will be required to provide such proof of loss of income to the Insurer to substantiate the loss. Subject to the limit stated on the Schedule. (R20,000).

**3. Cancellation of Reservations**

Cancellation of accommodation reservation by the Insured by any reason over which the Insured has no control subject to the Insured being able to provide satisfactory proof to the Insurer that it was not possible for an alternative arrangement could have been made. Subject to the limit stated on the Schedule. (R20,000).

**4. Closure or Restriction of Premises**

- a. Closure or restrictions placed on the Premises by the authorities as a result of a contagious disease occurring at the Premises.
- b. Injury or illness sustained by any person caused or traceable to foreign or injurious matter in food or drink sold from the Premises by the Insured.
- c. Vermin and pests at the Premises.
- d. Closure of the whole or part of the Premises by order of the authority's consequent upon defects in the drains or other sanitation at the Premises.
- e. Murder or suicide occurring at the Premises.

Subject to the limit stated on the Schedule and the Insurer shall not be liable for costs incurred in cleaning, repairing, replacement, recall or checking the Property (R20,000).

**5. Prevention of Access**

Damage to property or access roads within a 100km radius of the Insureds' Premises, destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or the Property of the Insured is damaged or not up to the limit stated on the Schedule (R20,000).

## SPECIFIED PROPERTY AWAY FROM THE PREMISES

### DEFINED EVENTS

Loss of or damage to the whole or part of the Property described on the schedule while anywhere in the world by any accident or misfortune not otherwise excluded, provided that the Insured all be responsible for the first amount payable stated on the schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.

### EXCEPTIONS

The Insurer shall not be liable for:

1. Loss of or damage to property resulting from or caused by
  - a. Theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director or employee of the Insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit.
  - b. It's undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration.
  - c. Inherent vice or defect, vermin, insects, damp, mildew or rust.
  - d. The dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others.
  - e. Detention, confiscation, or requisition by customs or other officials or authorities.
2. Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.
3. Mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded.
4. Loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.
5. Loss of or damage to goods consigned under a bill of lading.

## EQUIPMENT BREAKDOWN

### DEFINED EVENTS

In the event of an Accident at the Premises to Covered Equipment owned by the Insured or for which the Insured is responsible the Insurer will indemnify the Insured in respect of any loss resulting from such loss, destruction or damage or at its option replace or reinstate such Covered Equipment in accordance with the provisions of the Policy provided that during the Period of Insurance the liability of the Insurer under this Section shall not exceed the Limit of Indemnity stated on the Schedule.

### DEFINITIONS

#### Accident(s)

- a. Electrical or mechanical Breakdown including rupture or bursting caused by centrifugal force.
- b. Artificially generated electrical current including electric arcing that disturbs electrical devices, appliances or wires.
- c. Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure.
- d. Loss, destruction or damage to Covered Equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment.
- e. Loss, destruction or damage to hot water boilers, other water heating equipment, oil or water storage tanks, caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment.
- f. Loss, destruction or damage caused by operator error.
- g. Loss, destruction or damage caused by materials being processed.

All Accidents that are the result of the same event shall be considered one Accident.

#### Breakdown

- a. The actual breaking, failure, distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work.
- b. Fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative.
- c. The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

#### Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

#### Computer Equipment

- a. Electronic computer or other data processing and/or storage equipment.
- b. Peripherals used in conjunction with a).
- c. Software and programs licensed to the Insured and installed on a).

#### Covered Equipment

- a. Computer Equipment
- b. Geysers
- c. Equipment at the Premises owned by the Insured or for which the Insured is responsible.
  - i. Built to operate under vacuum or pressure (other than weight of contents), or
  - ii. Oil and water storage tanks, or
  - iii. Used for the generation, transmission, storage or conversion of energy.

### Excluding

- a. Any supporting structure, foundation, masonry, brickwork or cabinet,
- b. Any insulating or refractory material,
- c. Any vehicle, aircraft, floating vessels or any equipment mounted thereon
- d. Any self-propelled plant and equipment (other than fork lift trucks used by the Insured at their Premises) dragline, excavation or construction equipment,
- e. Any equipment manufactured by the Insured for sale,
- f. Any tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal,
- g. Any electronic equipment (other than Computer Equipment) used for research, diagnostic, treatment, experimental or other medical or scientific purposes,
- h. Any Manufacturing, Production or Process Equipment,
- i. Any electricity generating equipment other than emergency back-up power equipment or wind turbines (less than 10Kw) or photovoltaic equipment less than 50Kw.

### Derangement

Electrical or mechanical malfunction of the machinery arising from a cause internal to the Computer Equipment unaccompanied by visible damage to or the breaking out of any parts of the equipment.

### Explosion

The sudden and violent rending of Covered Equipment by force of internal steam or other fluid pressure causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.

### Geyser

Any system or device used solely for the heating of water including all of its components and piping within one metre from the system or device.

### Hazardous Substance

Any substance, other than ammonia, that has been declared to be hazardous to health by a government agency.

### Manufacturing, Production or Process Equipment

Any machine or apparatus which has a primary purpose of processing or producing a product or service intended for eventual sale by the Insured and any equipment which exclusively serves such machinery or apparatus

### Media

All forms of electronic, magnetic and optical tapes and discs for uses in any Computer Equipment

### Verified

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration.

## EXCEPTIONS

1. The Insurer will not be liable for loss, destruction or damage caused by or resulting from:

- a. A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
  - b. Defect, programming error, programming limitation, computer virus, malicious code, loss of data (other than as specifically provided for under Extension 2 of this Section) or loss of access, loss of use, loss of functionality or other condition within or involving data or Media of any kind.
2. The Insurer will not be liable for loss, destruction or damage caused by:
- a. Depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions
  - b. Any condition which can be corrected by re-setting, calibrating, re-aligning, tightening, adjusting, cleaning or by the performance of routine maintenance.
3. The Insurer will not be liable for loss, destruction or damage caused by:
- a. Loss, destruction or damage recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of the Insured's obligations under the maintenance agreement.

## EXTENSIONS

### 1. Hazardous Substances

The Insurer shall be liable for the additional cost to repair or replace Covered Equipment because of contamination by a Hazardous Substance including any additional expenses incurred to clean up or dispose of such property up to the limit stated on the schedule.

### 2. Computer Equipment Reinstatement of Data and Increased Cost of Working

- a. The Insurer shall be liable under this Extension for loss, destruction or damage caused by or resulting from:
  - i. An Accident to Computer Equipment at the Premises up to the amount stated on the schedule for any one accident.
  - ii. An Accident to Portable Computer Equipment that is specified on the schedule within the Territorial Limits up to the limit stated on the Schedule for any one Accident.
- b. In addition, the Insurer shall be liable for costs incurred in reinstating data lost or damaged in consequence of an Accident to or Derangement of Computer Equipment up to the limit stated on the Schedule for any one Accident. Provided that:
  - i. liability is limited solely to the cost of reinstating data onto Media,
  - ii. the Insurer shall not be liable for loss of or damage to software,
- c. In addition, the Insurer will pay costs necessarily incurred in minimizing or preventing the resulting interruption or interference to the computer operations of the Insured up to the limit stated on the schedule.

### 3. Business Interruption

Provided that Business Interruption is operative the Insurer shall be liable for loss as described caused by an Accident to Covered Equipment up to the limit stated on the schedule.

### 4. Temporary Repairs Costs

The Insurer shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or replacements with respect to Covered Equipment or Computer Equipment that is damaged up to the limit stated.

### 5. Hire of Substitute Item

If Covered Equipment is damaged as a result of an Accident the Insurer shall be liable for the cost of hire charges actually incurred by the Insured during the Period of insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item damaged up to the limit stated on the schedule in respect of any one Accident.

### 6. Loss of Contents of Storage Tanks

The Insurer shall be liable for the loss of the contents of storage tanks, including all connected piping, caused by:

- a. Escape of the contents – leakage, discharge or overflow from the storage tanks caused by or resulting from an Accident.
- b. Contamination of the contents of storage tanks caused by or resulting from an Accident including cleaning costs incurred as a result of such loss up to the limit stated on the Schedule.

### 7. Refrigerator Contents

The Insurer shall be liable for loss, destruction or damage to frozen or chilled foodstuffs owned by the Insured or for which the Insured is responsible in any frozen food cabinet, deep freezer, cold room, cold store or refrigerator which is owned by the Insured or for which the Insured is responsible by or due to a change in temperature caused by an Accident or failure of the electricity supply up to the limit stated on the Schedule. The Insurer shall not be liable for loss, destruction or damage caused by:

- a. The deliberate act of any electricity undertaking in terminating, disconnecting, restricting or withholding the public supply of electricity,
- b. Neglect or misuse,
- c. Wear, tear, deterioration of the cabinet or other gradually operating cause,

### 8. Damage to own Surrounding Property

The Insurer shall be liable for loss, destruction or damage to Property at the Premises belonging to or in the custody and control of the Insured and for which they are responsible directly resulting from the Explosion or Collapse of any Covered Equipment operating under pressure up to the limit stated on the Schedule.

## CLAUSES AND ENDORSEMENTS

### 1. Basis of Settlement

If the Covered Equipment is Damaged by an Accident the Insurer will compensate the Insured up to the limit stated on the Schedule by replacement:

- a. In any manner suitable to the requirements of the Insured, or
- b. Upon another site, or
- c. By the repair or restoration of the Covered Equipment to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### 2. Automatic Reinstatement

The limits of Liability shall not be reduced by the amount of any loss but the Insured shall pay additional premium on the amount of such loss pro rata from the date of the Damage to the expiry of the period of Insurance.

#### CONDITIONS

1.No payment beyond the amount which would have been payable in the absence of this condition shall be made unless reinstatement commences and proceeds without unreasonable delay and until the cost of reinstatement shall have been actually incurred.

2.The Insured shall exercise due diligence in:

- a. Complying with any statute or order
- b. Ensuring that all Covered Equipment is maintained correctly and used in accordance with the manufacturers recommendations and in taking reasonable precautions to prevent loss or damage.

3. The Insured shall keep back-up Computer Records which are taken at intervals of at least 48 hours (with one copy being held off-site) and take all reasonable precautions to store and maintain the records in accordance with the manufacturers recommendation.



## EMPLOYERS COMMON LAW LIABILITY

### DEFINED EVENTS

The Insurer will indemnify the Insured against 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 on the schedule, and which results in a claim or claims first being made against the Insured in writing during the period of insurance.

### LIMIT OF INDEMNITY

The amount payable, 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 original cause or source, shall not exceed the limit of indemnity stated on the Schedule.

### EXCEPTIONS

This section does not cover

1. Liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement.
2. Liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.
3. Fines, penalties, punitive, exemplary or vindictive damages.
4. Damages in respect of judgements that have not been delivered or obtained in the first instance by a court of competent jurisdiction within the Territorial Limits
5. Costs and expenses of litigation recovered by any claimant from the Insured which are incurred in and recoverable in the Territorial Limits
6. Any claim arising from an event known to the Insured which is not reported to the Insurer in terms of General Condition 7 or prior to the inception of this Section
7. Any claim arising from an event known to the Insured before the inception of this insurance or which has been reported to any previous Insurer as being a possible cause of a future claim or claims.
8. Any claim (in the event of cancellation or non-renewal of this Section) which was not first made in writing against the Insured.

### CONDITIONS

1. The Insured shall take all reasonable precautions to prevent accidents or illness. After any occurrence covered by this Section arising from or attributable to any defect in the ways, works, machinery and plant connected with or used in the Business no alteration or repair shall, so far as practicable, be made until the consent of the Insurer has been obtained.

2. The Insurer shall at all times have free access to inspect the Property and in the event of any defect or danger being apparent to the Insurers representative be entitled to give notice in writing to the Insured to rectify the defect or danger and all liability of the Insurer shall be suspended until the defect or danger has been rectified to the satisfaction of the Insurer.

3. Any claim first made in writing against the Insured as a result of a Defined Event reported in terms of General Condition 7 (termed Reported Event from here on) 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.

4. In the event of cancellation or non-renewal of the policy:

- a. Any claim resulting from a Reported Event, first made in writing against the Insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.
- b. The Insured may report an event in terms of General Condition 7 to the Insurer for up to 15 days after cancellation or non-renewal provided that:

- i. such event occurred during the period of insurance
- ii. any subsequent claim first made in writing against the Insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48-month period specified in 4(a) above.

5. Any series of claims made against the Insured by one or more claimants during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the Insured:

- a. On the date that the event was reported by the Insured in terms of General Condition 7, 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.

## PRINCIPALS

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 contents of Specific Exception 1 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 mentioned before for death, bodily injury or illness of such person resulting from the negligence of the Insured or the Insured's employees provided that:

1. 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,
2. The principal shall, as though he 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,
3. The liability of the Insurer is not hereby increased.

## MEMORANDUM

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

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

## PUBLIC LIABILITY

### DEFINED EVENTS

Damages 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 within the Territorial Limits and on or after the retroactive date shown on the Schedule and which results in a claim or claims first being made against the Insured in writing during the period of insurance.

### LIMITS OF INDEMNITY

The amount payable, 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 on 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 Insurers 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.

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.

### EXCEPTIONS

General Exceptions 1 and 2 shall not apply to this Section and the Indemnity expressed by this section shall not apply to or include

1. Liability assumed by the Insured by agreement and which would not have attached in the absence of such Agreement.
2. Liability in respect of death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the Insured if such liability is in respect of death, bodily injury or illness arising out of and in the course of their employment by the Insured.
3. Any sums payable by the Insured under legislation relating to occupational death, bodily injury or illness.
4. Liability in respect of damage to any property belonging to or in the custody or control of the Insured or any servant or agent of the Insured or being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if the loss or damage results directly from such work.
5. Liability in respect of damage to any property, land or building or death, bodily injury or illness to any person caused by vibration or by the removal or weakening of support to any building or property owned or occupied by the Insured.
6. Liability in respect of death, bodily injury, illness, loss or damage caused by or in connection with or arising from the ownership, possession or use by or on behalf of the Insured of:
  - a. Any mechanically propelled vehicle (including any type of mechanically propelled machine on wheels or caterpillar tracks and any trailer) but excluding any pedestrian controlled lawnmower or equipment or the loading and unloading of such vehicle or the delivery or collection of goods in connection with such vehicle within the limits of any carriageway or thoroughfare.
  - b. Any vessel or craft (other than a row boat) or thing made or intended to float on or in or travel through water or air or the loading or unloading of such vessel or craft or thing.
7. Compensation for damages (including costs and expenses for litigation) in respect of any judgements that have not been delivered or obtained in the first instance by a Court of competent jurisdiction within the Territorial Limits.
8. Liability in respect of death, injury, illness, loss or damage caused by or in connection with or arising from seepage, pollution or contamination unless caused by a sudden, unintended and unexpected event. The indemnity provide by this Section shall also not apply to or include the costs of removing, nullifying or cleaning up seeping, polluting or contaminating substances.
9. Liability in respect of punitive, exemplary or vindictive damages, fines or penalties awarded in any Court.

10. Liability in respect of death, injury, illness, loss or damage happening in the United States of America or Canada caused by or in connection with or arising from any commodity, article or thing supplied, installed, erected, repaired or treated by or to the order of the Insured if such commodity, article or thing has been knowingly exported to the United States of America or Canada by or on behalf of the Insured.

11. The cost of repair, alteration, recall, reconditioning or replacement of the product or part thereof (including containers and labels) causing injury or damage and/or the loss of use of any product or part thereof. The term "replacement" shall be deemed to include any credit or refund granted or alternative product provided by or on behalf of the Insured in lieu of replacement of the defective product.

12. Liability in respect of the failure of any product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed but this Exception shall not apply to consequent injury or damage.

13. Liability in respect of any defect in any product or any part thereof which the Insured was aware of prior to the inception of this Policy or Section.

## EXTENSIONS

### 1. Other Persons or Bodies

This Section shall extend to indemnify:

- a. In the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured and if the Insured so requests
- b. Any principal for whom the Insured is carrying out work so far as regards liability for death, bodily injury, illness, physical loss or damage for which the Insured is responsible and happening in connection with carrying out of such work
- c. Any partner, director or employee of the Insured acting within the scope of their employment and within the scope of their authority at the time of the accident
- d. Any officer or member of the Insured's social, sports or welfare organization, first aid, fire or ambulance services Providing always that:
  - i. Any such personal representative, principal, director, officer, member, employee or team member shall, as if they were the Insured observe, fulfil and be subject to the terms, exceptions, limits and conditions of this Policy in so far as they can apply and
  - ii. If at the time of any occurrence or claim there is, but for the existence of this Section, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of such principal, director, officer, member, employee or team member thereof applicable to such occurrence or claim the Insurer shall not be liable under this Section of the Policy to indemnify the principal, director, officer, member, employee or team member thereof in respect of such occurrence or claim.

### 2. Car Parks Tenants Liability

Specific Exception 4 and the word "possession" in Section Exception 6 shall not apply to liability in respect of physical loss of or damage to any vehicle not belonging to the Insured (and/or any contents of or accessory on such vehicle) occurring whilst making use of the Insured's parking facilities provided that such vehicle (and/or any contents of or accessory on such vehicle) is not hired by or lent to the Insured or driven by or on behalf of the Insured or in charge or under the control of the Insured or any employee, servant or agent of the Insured for the purpose of any work being or having been performed thereon. Section Exceptions 4 and 6 shall not apply to liability in respect of physical damage to any building or portion thereof occupied by the Insured as tenant but not as owner.

### 3. Tool of Trade

Section Exception 6 (a) shall not apply to liability in respect of death, bodily injury, illness, physical loss or physical damage resulting 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 notwithstanding that no such insurance is in force or has been effected.

### 4. Cross Liabilities

If there is more than one Insured under this Policy then the Insurer will, in the same manner and to a like extent as though this Policy was issued in the name of one of them only, indemnify the Insured in respect of claims made by any of them (or their servants or agents) against any other of the Insured. Provided that the total liability of the Insurer shall not exceed the Limits of Indemnity stated on the Schedule.

#### 5. 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.

## CONDITIONS

1. The Insurer may in the case of any occurrence pay to the Insured the maximum sum payable under this Section (but deducting any sums already paid in respect of the occurrence) or any lesser sum for which the claim or claims can be settled and relinquish the conduct of any defence settlement or proceedings and the Insurer shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Insurer in connection with such defence settlement or proceedings or of the Insurer relinquishing such conduct nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Insurer shall have relinquished such conduct.
2. If at the time of the occurrence or claim there is or but for the existence of this Section would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this Section to indemnify the Insured in respect of such occurrence or claim except in so far as concerns any excess beyond the amount by which would be payable under such other indemnity or insurance had this Section not been affected.
3. After any occurrence covered by this Section no alteration or repair shall, so far as practicable, be made until the consent of the Insurer has been obtained.
4. The Insurer shall, at all reasonable times, have free access to inspect any property and in the event of any defect or danger being apparent the Insurer may give notice in writing to the Insured and thereupon all liability of the Insurer in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Insurer.

## FIDELITY GUARANTEE

### DEFINED EVENTS

1. Loss of money and/or other Property belonging to the Insured, or for which they are responsible, stolen by an insured Employee during the currency of this Section.
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 provided that:
  - a. The Insurer is not liable for all losses which occurred more than 24 months prior to discovery.
  - b. All losses are discovered not later than 12 months after the termination of
    - i. This section, or
    - ii. This section in respect of any insured Employee concerned in a loss, or
    - iii. The employment of the insured Employee or the last of the insured Employees concerned in a loss, whichever occurs first
  - c. The liability of the Insurer for all losses shall not exceed the sum insured stated on the schedule whether involving any one Employee or any number of Employees acting in collusion or independently of each other.
3. 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 on the schedule. If the period of insurance is less than 12 months the Insurer's liability is limited to the sum insured stated on the schedule during any 12 month period of insurance calculated from inception or renewal.
4. The term "dishonest personal financial gain" shall not include gain by an Employee in the form of salary, salary increases, fees, commissions or other emoluments.

### EXCEPTIONS

1. The Insurer shall not be liable for:
  - a. loss resulting from or contributed to or 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 section,
    - ii. Any principal, director or member of the Insured unless such director or member is also an Employee,
    - iii. Any Employee from the time the Insured shall become aware that such Employee has committed any fraud or dishonesty.
  - b. any consequential losses of any kind following losses referred to under defined events.
2. This section does not cover any company or other legal entity acquired during the period of insurance.
3. The 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;
  - e. Alteration of;Any computer program, system, data or software by an insured Employee who is employed in the Insured 's electronic data- processing department or area.

This exception does not apply to insured Employees who are employed in the electronic data processing department/are of any non-networked micro/personal computer.

4. The Insurer shall only be liable to the extent of the participation/shareholding of any uninvolved partners/principals/-directors or members for an insured event in which any partner/principal/director or member of the Insured is or has been directly involved.

This exception only applies to Partnerships, Proprietary Companies or Close Corporations.

## CONDITIONS

1. The Insured shall institute and/or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting their 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.

2. If the Insured shall sustain any loss to which this Section applies which exceeds the amount payable hereunder in respect of such loss, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the Insurer or for the amount of any First Amount Payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of collecting the same, and any remainder shall be applied to the reimbursement of the Insurer and the Insured to the extent of their coinsurance in terms of item 2 of the compulsory First Amount Payable clause.

## CLAUSES AND ENDORSEMENTS

### 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 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 days after they have ceased to be an Employee.

### 3. Other Insurance

It is a condition of this Section that no other insurance will be in force during the currency of this Section to insure against the same risks that are insured by this Section 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 which is not in excess of this Section;
- d. This policy.

### 4. Compulsory First Amount Payable

The amount payable under this Section in respect of a defined event involving one Employee or any number of Employees acting in collusion shall be reduced by:

- a. 2 percent of the sum insured under this Section PLUS
- b. 10 percent of the nett amount payable after deduction of the amount specified in 1. Above.

Both amounts shall be borne by the Insured in full and remain uninsured re by an insured Employee who is employed in the Insured's electronic data-processing department or area.

### 5. Computer Losses First Amount Payable

The percentage shown in 2 of the Compulsory First Amount Payable clause is increased from 10 percent to 20 percent if the defined event results from dishonest:

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

Any non-networked micro /personal computer programme, system, data or software by an insured Employee whose duties involve managing, supervision, design, creation or alteration of computer systems or programmes.

## MEMORANDA

1. In the event of the discovery of any loss resulting from a defined event, the Insured may, notwithstanding anything to the contrary in paragraph (ii) of General Condition 7, 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 of their own fraud or dishonesty, or that of others with whom they are in collusion, by the person signing any proposal form or giving instruction to effect or renew this Policy or Section shall not prejudice any claim under this Section.
3. General exceptions 1 and 2 and General condition 10 do not apply to this Section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.



## BOOK DEBTS

### DEFINED EVENTS

Loss or Damage to the books of account or other books or records used for the Business of the Insured as a result of accident or misfortune at the Premises or at:

- i. The residence of any director, partner or employee of the Insured;
- ii. The premises of any accountant of the Insured. or

1. The Insured being unable to trace or establish the Outstanding Debit Balances that are due to the Business, in whole or in part in consequence of which the Insurer will pay to the Insured the amount lost in respect of Outstanding Debit Balances directly caused by the loss or Damage including:

- a. The amount of any additional expenditure incurred with the Insurers' previous consent in tracing and establishing Outstanding Debit Balances after Damage has occurred.
- b. The reasonable charges payable by the Insured to their professional accountants for producing the information required by the Insurers and for collection costs and expenses incurred by the Insured in excess of the normal collection costs and expenses made necessary as a result of such damage:

***Up to the limit stated on the Schedule.***

### EXCEPTIONS

The Insurer will not pay for:

1. Loss or Damage resulting from

- a. Wear and tear or gradual deterioration or moths or vermin;
- b. Detention, seizure or confiscation caused by any lawfully constituted authority;
- c. Electric or electronic or magnetic injury, disturbances or erasure unless the Insured maintains duplicate records;
- d. Deliberate falsification of any records used for the Business by the Insured.

2. Loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

### MEMORANDA

1. In the event of the discovery of any loss resulting from a defined event, the Insured may, notwithstanding anything to the contrary in paragraph (ii) of General Condition 7, 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 of their own fraud or dishonesty, or that of others with whom they are in collusion, by the person signing any proposal form or giving instruction to effect or renew this Policy or Section shall not prejudice any claim under this Section.

3. General exceptions 1 and 2 and General condition 10 do not apply to this Section 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.

## PERSONAL ACCIDENT

### DEFINED EVENTS

If during the period of insurance an Insured Person named on the Schedule sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 calendar months, in Death, Disability or the incurring of Medical Expenses the Insurers will pay to the Insured or their Employee's personal legal representatives the Compensation stated on the Schedule up to the maximum limits of liability therein.

### SPECIFIC CONDITIONS

#### 1. Annual Earnings

The annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident.

#### 2. Average Weekly Earnings

One fifty second part of the annual earnings of the Insured Person. In respect of casual workers with less than 12 months service with the insured, prior to the date of the accident, the one fifty second part shall be calculated by applying the total of all earnings received from the Insured divided by the total number of consecutive weeks service.

#### 3. Accident

A fortuitous unexpected event occurring at an identifiable place and time.

#### 4. Bodily Injury

Means traumatic bodily injury caused by an accident and shall be deemed to include bodily injury caused by starvation, thirst and exposure to the elements as a result of an accidental occurrence.

#### 5. Insured Persons

The Person or Persons named on the Schedule who are specifically covered by this Section.

#### 6. Loss

Used in reference to limb, hand, thumb, fingers, foot or toes means the loss by physical severance or total and permanent loss of use of such member.

#### 7. Permanent Total Disability

Bodily injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 consecutive months and which, at the expiry of that period, beyond hope of improvement.

#### 8. Permanent Partial Disability

Bodily injury which causes a permanent disability but not causing inability to work.

#### 9. Temporary Total Disability

Bodily injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation.

#### 10. Temporary Partial Disability

Bodily injury temporarily preventing the Insured Person from engaging in or giving attention to his or her usual occupation on a 100% full time basis.

#### 11. Medical Expenses

Expenses necessarily incurred within 24 months of the date of the accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred.

### SPECIFIC TERRITORIAL LIMITS

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

### SPECIFIC OPERATING TIME

Coverage applies 24 hours a day, 7 days a week unless otherwise restricted by an endorsement and/or memorandum to this Section.

## PROVISIONS

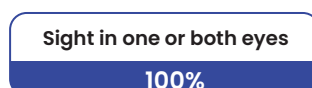
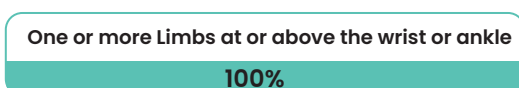
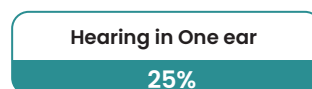
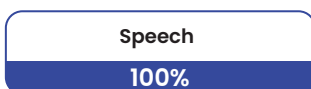
1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disablement and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.
3. The compensation specified for Temporary Disability (Partial or Total) shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated on the Schedule.
1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disablement and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.
3. The compensation specified for Temporary Disability (Partial or Total) shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated on the Schedule.
4. Any compensation payable by the Insurers for any period of Temporary Total Disability, Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Compensation for Occupational Injuries and Diseases Act, 1993 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.
5. Any compensation payable by the Insurers for any period of Temporary Disability (partial or total) shall not exceed the average weekly earnings by the Insured Person at the time of the accident.
6. The combined period for Temporary Total Disability and Temporary Partial Disability benefits shall not exceed in total the number of weeks stated on the schedule in respect of Temporary Total Disability.
7. The compensation for Temporary Partial Disability shall not exceed 40% of the benefit specified on the schedule for Temporary Total Disability.
8. Where amounts recoverable from the Insurers are delayed pending finalization of any claim, payments on account can be made to the Insured, at the Insurer's discretion, on receipt by the Insurer of certification by a medical doctor appointed by the Insurers.
9. Upon payment of a claim under items 1 to 2.4 (other than 2.2.1) or of 100% under Item 3 of the Schedule of Permanent Disability this Section shall be terminated in respect of the Insured Person for whom such payment is made.

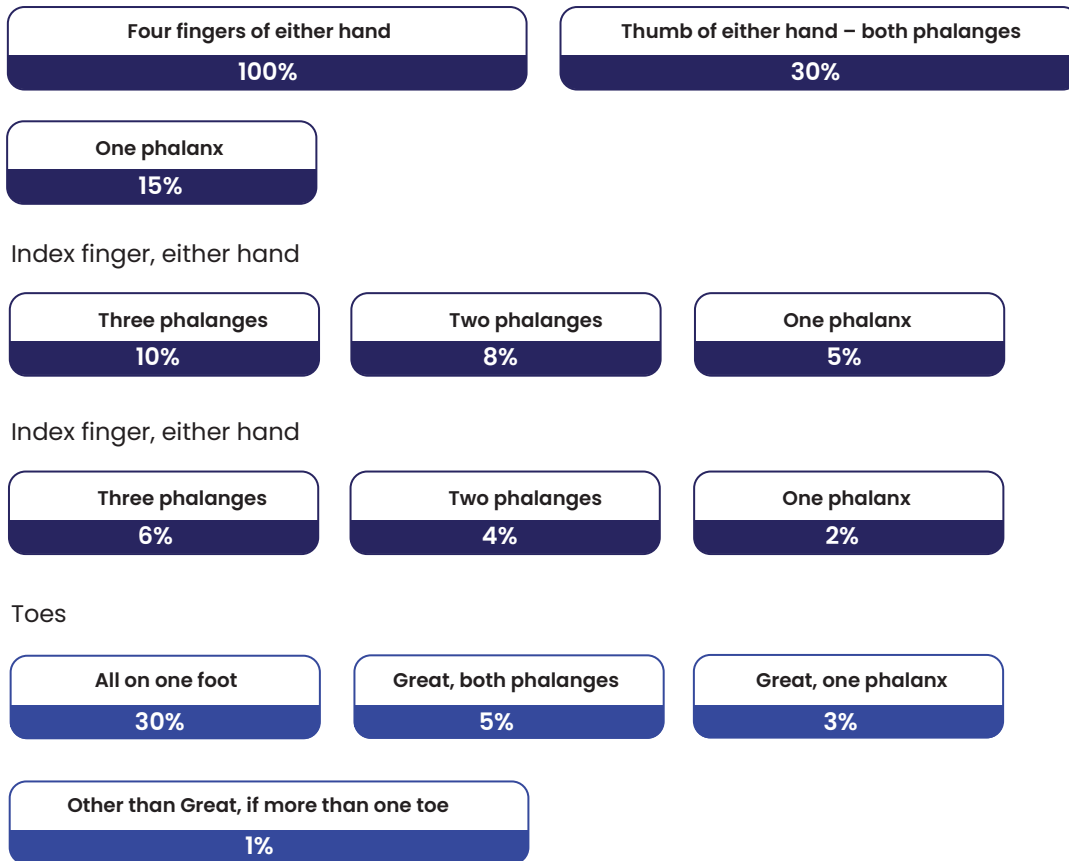
## SCHEDULE OF PERMANENT DISABILITY

The following percentages of the Compensation Limit stated on the Schedule shall be payable in the event of Bodily Injury resulting in:



Permanent and total loss of:





3. Permanent Disability not specified herein a percentage, which in the opinion of the Insurer is consistent with the above, insofar as possible.

In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one accident to any one Insured Person the maximum payable hereunder shall not exceed 100% in total under the Schedule of Permanent Disability Benefits.

## EXCEPTIONS

The Insurers shall not be liable to pay Compensation for Bodily Injury in respect of any Insured Person:

1. Caused by such person's suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life),
2. Whose death or disability is directly or indirectly caused by, arising or resulting from or traceable to any physical defect or infirmity which existed prior to the accident. However, if the pre-existing conditions of the Insured Person merely aggravated the cause of the Bodily Injury, the Insurer may, in its discretion pay an amount which it considers would have been payable but for such aggravation,
3. Under 15 or over 70 years of age,
4. Whilst the insured person is travelling by air other than as a passenger. (a passenger does not include a member of the crew of the aircraft or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft),
5. As a direct result of the Insured Person:
  - a. Being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully or prescribed by and taken in accordance with the directions of a medical practitioner (other than the Insured Person),
  - b. Driving a motor vehicle and having more than the legal limit of alcohol in his/her blood,
6. Whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence,

**7. Arising from:**

- a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law
- b. Whilst such Insured Person is on active service with the military, naval, air or police services of any nation, provided that this insurance shall continue to apply in respect of Accidental Bodily Injury sustained independently of such contingencies.

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

9. Whilst participating in any extreme or contact sport, mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, hang gliding or micro lighting.

10. Whilst engaging in racing of any kind involving the use of pedal cycles, motor cycles, motor vehicles, motor boats or any other craft.

## SPECIAL EXTENTIONS

### 1. Disappearance

If after a suitable period of time of the disappearance of an Insured Person it is reasonable to believe that such person has died as a result of bodily injury the Death Benefit shall be payable provided that if such belief is incorrect such benefit shall be repaid to the Insurers.

### 2. Disfigurement

The Schedule of Permanent Disability Benefits is hereby extended to include Bodily Injury resulting in permanent disfigurement of:

- a. The head, neck and hands – provided the total area affected exceeds 20% of the total area
- b. All other areas of the body – provided the total area affected exceeds 5% of the total area of the body.

Compensation payable hereunder is a percentage of the compensation in direct proportion to the area affected. The benefits payable in terms of a) and b) above shall apply independently and be cumulative, but the overall liability of the Insurers for permanent disfigurement resulting from an accident or series of accidents arising from one cause for any one Insured Person shall be limited to 50% (fifty percent) of the amount payable for Permanent Total Disability. Compensation shall not be payable under this extension in addition to compensation payable for the same bodily injury under the Schedule of Permanent Disability Benefits.

## EXTENTIONS

Subject to an Insured Person suffering accidental bodily injury which is the subject of a valid claim hereunder the following extensions are applicable:

### 1. Funeral Costs (Applicable in addition to an insured death Benefit)

Expenses necessarily incurred in preparing and interring or cremating a deceased Insured Person, including the cost of funerary, stonework and urns, up to a limit of R15,000 (fifteen thousand Rand).

### 2. Body Transportation Costs (Applicable to an Insured Death Benefit)

If death takes place further than 100 kilometres from that in which the deceased Insured Person normally resided the Insurers will pay the reasonable and necessary costs, up to a limit of R15,000 (fifteen thousand Rand), of returning the body to his/her normal place of residence for burial.

### 3. Repatriation Costs (Applicable to insured benefits other than death benefit)

In the event of serious accidental bodily injury to an Insured Person, the Insurers will pay the reasonable and necessary costs in the repatriation of the Insured Person to his normal place of residence, subject to the prior consent of the Insurers being obtained. This consent will not be withheld unreasonably. A limit of R20,000 (twenty thousand Rand) will apply to each Insured Person and a maximum limit of R100,000 (one hundred thousand Rand) in any one period of insurance.

#### 4. Relocation Costs

In the event that it is necessary to replace as employee a deceased or permanently disabled Insured Person the Insurer will indemnify the Insured for relocation costs for such person, his/her family, furniture and pets the costs not exceeding R20,000 (twenty thousand Rand) incurred by the Insured in relation to any one person who is required to move more than 100 kilometres.

#### 5. Emergency Transportation Costs

In the event of bodily injury sustained at the Insured Person's place of work the Insurers will indemnify the Insured for reasonable costs of emergency transportation to the nearest suitable medical facilities immediately following such accident, subject to a limit of R15,000 (fifteen thousand Rand) per occurrence.

#### 6. Rehabilitation Costs

In the event that the Insured demonstrates, to the reasonable satisfaction of the Insurer, that an Insured Person has suffered Permanent Disability such that he/she cannot continue to be employed in the occupation in which he/she was employed at the time of the accident but may be retained by the Insured, or by any registered training centre, the Insurers will contribute 80% (eighty percent) of such retraining costs up to a maximum liability of R15,000 (fifteen thousand Rand) per person.

#### 7. Mobility Costs

In the event that the Insured Person suffers Permanent Disability of such a nature that he/she needs, and can operate, a self-powered, climbing wheelchair and/or his/her motor vehicle with the controls suitably adjusted, then the Insurers will indemnify the Insured Person for 95% (ninety five percent) of the costs of such wheelchair and/or suitable adjustments, including wheelchair loading equipment and alterations to the Insured Persons residence if necessary, up to a maximum liability of R15,000 (fifteen thousand Rand) per person.

#### 8. Hijacking/ Abduction/ Kidnapping

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability benefit of this Section shall continue in force for the duration of such event or 12 months from the date of such event, whichever is the lesser period. If Temporary Total Disability is insured, the Insurers will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability, provided that:

1. The Insurers liability is limited to the period of hijacking, abduction or kidnapping or eight weeks, whichever is the lesser,
2. No compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory,
3. The maximum liability per event is R20,000 (twenty thousand Rand) and R100,000 (one hundred thousand Rand) per policy an any 12-month period of insurance.

#### 9. Trauma Counselling

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, the Insurers will reimburse counselling fees actually incurred by such person as a result of the act of violence or traumatic accident provided that:

1. The maximum amount payable by the Insurer will be R500 (five hundred Rand) per visit and R10,000 (ten thousand Rand) per Insured Person and R100,000 (one hundred thousand Rand) per policy in any one 12-month period of insurance,
2. The act of violence shall mean an assault, robbery, rape or armed car hijack,
3. For the purpose of this extension only, the Insured Person shall include immediate family of such Insured Person, who are subjected to the same incident or occurrence of violence or traumatic accident as the Insured Person,
4. The act of violence has been reported to the police and a case number obtained.

## WARRANTY

It is hereby warranted that to the best of the Insured's knowledge and belief, all Insured Persons are, at the inception of each period of insurance in good health and are not suffering from any physical or mental defect or infirmity which might give rise to a claim under this Section.

## CONDITIONS

1. This Section is not assignable. Compensation shall be payable only to the Insured Person whose receipt shall effectually discharge the Insurer. No Insured Person shall have any right against the Insurer.

2. No sum under this Section shall carry interest.

3. The Insured shall give notice to the Insurer within a reasonable time of any material change in the Business or an Insured Persons occupation and shall pay any additional premium required by the Insurers in consequence thereof.

4. Notice must be given to the Insurers in writing on the prescribed claim form as soon as practicable within three calendar months of any occurrence which may give rise to a claim under this Section but notice of death must be given forthwith and the Insurer shall have the right to have a post mortem examination of the body.

All certificates, information and evidence require by the Insurers shall be furnished without expense to the Insurers within 30 days of the Insurer notifying the Insured of their requirements.

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

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

5. If any difference shall arise as to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Insurer to make any payment under this Policy.

6. In the event of the Insurers disclaiming liability in respect of any claim and an action or suit not being commenced within twelve months after such disclaimer or, in the case of an arbitration taking place, within twelve months after the Arbitrator shall have made their award, all benefits under this Policy in respect of such claim shall be forfeited.

7. If any claim under this Policy is in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by the Insured or Insured Person or anyone acting on their behalf to obtain any benefit under this policy all benefits shall be forfeited

## MOTOR

The Insurer will indemnify the Insured against:

### SUB-SECTION A: LOSS OR DAMAGE

#### DEFINED EVENTS

Loss of or damage to any vehicle described on the Schedule and its accessories and spare parts whilst thereon.

#### PROVISOS

1.The Insurer may at its own option repair, reinstate or replace the insured vehicle or may pay in cash the amount of the loss or damage. If, to the knowledge of the Insurer the insured vehicle is the subject of an instalment sale or similar agreement such payment shall be made to the owner described in the agreement and whose receipt shall be a full and final discharge to the Insurer in respect of such loss or damage.

2.The Maximum Indemnity and amount payable by the Insurer shall be the current Retail value of the insured vehicle as shown in the Dealers Guide (or in a recognized and current motor trade publication). The vehicle's age, condition and odometer readings might affect the value of the vehicle at the time of the loss.

3.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 First Amounts Payable stated on the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this Sub- Section (including any payment in respect of costs, expenses and fees) 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 First Amount Payable for which the Insured is responsible, such amount shall be paid to the Insurer immediately.

4.The Insurer shall not be liable for more than the amount stated on the schedule (after deduction of the First Amount Payable) in respect of theft or attempted theft of radios and similar equipment not supplied by the manufacturers of the vehicle when new.

### SPECIFIC EXCEPTIONS TO SUB-SECTION A

The Insurer shall not be liable for:

- a. Consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
- b. Damage to tyres by application of the brakes or by road punctures, cuts or bursts
- c. Damage to springs or shock absorbers due to inequalities of the road or other surface or to impact with such inequalities

### 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 the sums including claimant's costs and expenses in respect of:

- a. Death of or bodily injury to any person, but excluding death of or bodily injury to the Insured or to any employee of the Insured arising from and in the course of such employment or being a member of the same household as the Insured
- b. Damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Insurer will also, in terms of and subject to the limitations of and for the purpose 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 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 both this extension and Sub-section B shall not exceed the limit of indemnity stated to apply to Sub-section B.



2. Indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission provided that:

- a. Such person shall, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply
- b. Such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer,
- c. Indemnity shall not apply in respect of claims made by any member of the same household as such person,
- d. Such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable hereunder.

3. Indemnify the Insured while personally driving or using any private type motor car not belonging to him/her and not leased or hired to him/her under a lease or suspensive sale agreement, provided the Insured is an individual and has insured under this policy a vehicle described under definition (a) or (b) and provided the Insurer shall not be liable for damage to the vehicle being driven or used.

4. Indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the Insurer shall not be liable for damage to the towed vehicle or trailer or to property in or on the vehicle or trailer.

### SPECIFIC EXCEPTIONS TO SUB-SECTION B

The Insurer shall not be liable under this sub-section in respect of

- a. So much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been affected.
- b. Death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1,500kg).
- c. Death of or injury to or illness of any person being a member of the same household as the Insured.
- d. Loss of or damage to property belonging to 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.
- e. Liability arising from the operation, demonstration or use (for the 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.

### LIMITS OF INDEMNITY

Unless otherwise stated, the liability of the Insurer under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity stated on the schedule 5.

### SUB-SECTION C: MEDICAL EXPENSES

#### DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Insurer will pay to the Insured the medical expenses incurred as a result of such injury up to R5,000 per injured occupant but not exceeding R50,000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this sub-section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation. The term medical expenses include any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured under Sub-section A Specified part of vehicle in which the injury must occur

1. Any private type motor car or motorized caravan.  
Anywhere inside the vehicle.
2. Any other type of insured vehicle other than a passenger carrying compartment bus or a taxi.  
The permanently enclosed. passenger carrying compartment bus or a taxi.

## DEFINITIONS

### 1. Occurrence

Shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

### 2. Vehicle

Shall mean:

- a. Private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver)
- b. Commercial vehicles and special types as described on the schedule
- c. Motor cycles (including motor scooters and 3-wheeled vehicles)
- d. Buses (including any vehicle used for business purposes and designed to seat more than 12 persons, including the driver but not more than 30 persons)
- e. Trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto any such vehicle being owned by or hired or leased to the Insured, including any such vehicle temporarily operated by the insured as a replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the Insurer's maximum liability shall not exceed the retail value of the replaced vehicle as stated on the schedule.

## MEMORANDA

### 1. War Clause

In respect of Sub-sections B and C only, General exception 1 is deleted and replaced by the following:

This Section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

### 2. Description of User

Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured excluding: hiring, carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load of passengers exceeding the capacity for which the vehicle is constructed or licensed to carry or use for any purpose with the motor trade unless the insured vehicle is in the custody or control or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

## OPTIONAL LIMITATIONS

1. Third Party only cover – (if stated on the schedule to be applicable) Sub-sections A and C are cancelled.

2. Third Party, Fire and Theft only cover – (if stated on the schedule to be applicable)

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 thereat. Further, Sub-section C is cancelled.

## SECTION EXCEPTIONS

1. The Insurer shall not be liable for any accident, injury, loss, damage, or liability:

- a. Whilst the insured vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of Use clause.
- b. Incurred outside of the Territorial Limits, but the Insurers will indemnify the Insured against loss of or damage to the insured vehicle while in transit by sea or air between ports or airports in these territories including loading and unloading incidental to such transit
- c. Incurred while any insured vehicle is being driven by
  - i. The Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themselves) or whilst not licensed to drive such vehicle
  - ii. Any other person with the general knowledge and 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 themselves) or whilst not licensed to drive such vehicle

iii. Or is under the control for the purpose of being driven by a person who does not hold a current and valid Professional Driving Permit (PrDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act This exception applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of:

- a. Goods vehicles with a GVM exceeding 3,500 kg
- b. Breakdown vehicles
- c. Buses
- d. Mini-buses with a GVM exceeding 3,500 kg or with 12 or more seats (including the driver)
- e. Motor vehicles carrying persons for reward
- f. Motor vehicles carrying more than 12 persons

But this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Insurer that, in the normal course of his/her business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles provided that any driver shall be deemed to be licensed to drive the vehicle if he/she is complying with the licensing laws relating to any of the territories referred to in the Territorial

Limits covered by the policy or if a license is not is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

2. 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

### 1. Contingent Liability

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, director or employee of the Insured (referred to as "such person" from here on)
- 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 him/her 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. All the words in (b) of the exceptions to Sub-section B are 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 his/her own vehicle for official 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,
  - v. The terms, exceptions and conditions of the policy shall otherwise apply.

### 2. Passenger Liability (If stated on the schedule to be included)

Exception (b) to Sub-section B shall not apply to vehicles described in definition (b), other than special types, or in definitions (c), (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated on the schedule.

### 3. Parking Facilities and Movement of the Third-Party Vehicles

This section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the 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 this extension shall not apply in respect of damage to vehicles which are parked for reward.

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

#### 4. 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, exceptions and conditions (both General and Specific) of this insurance in so far as they can apply.

#### 5. Cross Liabilities

Where more than one insured is named on 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 on the Schedule.

#### 6. Riot and Strike

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

- a. Civil commotion, labour disturbances, riot strike or 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, b & c) above;

provided that this extension does not cover:

- i. Loss or damage occurring in the Republic of South Africa and Namibia;
- ii. Consequential loss or damage of any kind or description whatsoever, other than loss of use if specifically insured;
- iii. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- iv. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- v. Loss or damage related to or caused by any occurrence referred to in General exception 1(a) (ii), (iii), (iv), (v) or
- vi. Of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If 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.

#### 7. Loss of Keys

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, following the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorized person may be in possession of a duplicate of such key or alarm controller, provided that:

- a. The Insurer's liability shall not exceed the amount stated on the Schedule
- b. Such amount shall be reduced by the first amount payable stated on the Schedule.

#### 8. Fire Extinguishing Charges

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured vehicle and shall be payable in addition to any other payment for which the Insurer may be liable in terms of this section, provided that the Insured is legally liable for such costs and the insured vehicle was in danger from the fire.

#### 9. 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 up to the amount stated on the Schedule.

## ELECTRICAL, PLUMBING AND APPLIANCE MAINTANANCE

### DEFINED EVENTS

This Section covers breakdown or Damage to the Property described below other than by a Specific exclusion or excepted cause.

#### 1. Electrical items being:

- a. Lightning strike on wiring only
- b. Faulty lights and light fittings
- c. Faulty plugs
- d. Faulty circuits
- e. Replacement of burnt connections and plug points
- f. Power failures
- g. Distribution boards
- h. Earth leakage relays
- i. General house wiring
- j. Main cables
- k. Connections to all electrical motors and points (for domestic purposes only)
- l. Light switches
- m. Geyser connections, thermostats and elements

#### 2. Plumbing items being:

- a. Water leaks
- b. Tap washers
- c. Toilet leaks
- d. Toilet rubbers
- e. Geyser valves and overflow
- f. Burst pipes
- g. Blocked baths, toilets, traps, sinks and drains
- h. Shower outlets
- i. Seeding of taps
- j. Water connections

#### 3. Household motors (if stated on the schedule to apply) being:

- a. Pool motors
- b. Jacuzzi motors
- c. Electric gate motors
- d. Electric garage door motors

#### 4. Appliances being:

- a. Microwaves
- b. Tumble driers
- c. Stoves
- d. Fridges
- e. Freezers
- f. Washing machines
- g. Dishwashers

#### 5. Electronics being:

- a. TV sets
- b. VCR players
- c. Hi-Fi sets
- d. DVD players
- e. Decoders

Belonging to the Insured and used at the Premises stated on the Schedule of this policy.

### TERRITORIAL LIMITS

For the purposes of this section Territorial Limits shall mean only within the Republic of South Africa.

### EXCEPTIONS

The Insurer will not be liable for:

1. Repairs effected by any party other than its duly appointed service providers.

2. Loss or Damage caused by fire, lightning, storm, water, malicious or accidental damage, theft or any risks covered in terms of any other section of this policy.
3. Compensation for consequential damage of any nature.
4. The first amount payable and the amount of the claim in excess of the insured 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.
5. Repair or replacement of any breakdown to items or any part thereof covered by the manufacturers/installers warranty/guarantee or the National Home Builders Registration Council's Warranty Scheme.
6. Upgrading of infrastructure.
7. 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 Property.
8. Breakdown of items or parts recalled or to be recalled by the manufacturer/installer.
9. Damages which may be caused, either directly or indirectly by repairers/subcontractors to any items/property in the home in the course and scope of repairing the damage/loss.

## ELECTRICAL EXCLUSIONS

The Insurer will not be liable for:

1. Changing or replacement of light bulbs,
2. Repair or replacement of specialized lighting and light fittings (for example: neon lights, low voltage lights, transformers, spot lights and the like),
3. Repair or replacement of intercom and mircom systems,
4. Repair or replacement of under floor heating,
5. Any damage whatsoever as a result of power surge from the power supplier,
6. Compliance certificates and any items required to be attended to in order to comply with an Electrical Certificate of Compliance,
7. Loss of neutral causing power surge,
8. Refitting or replacement of tiles and paving,
9. Underground electrical fault detection,
10. Municipal power failures.

## PLUMBING EXCLUSIONS

The Insurer will not be liable for:

1. Blockage due to cement, collapsed pipes, extensive tree roots or other foreign objects which cannot be opened by standard drain cleaning equipment,
2. Replacement or re-routing of pipes,
3. Specialized or imported sanitaryware,
4. Replacement of taps,
5. Cleaning of septic tanks and French drains,
6. Refitting or replacement of tile and paving,
7. Underground water fault detection,
8. Burst geysers including any consequential loss, whether directly or indirectly, unless stated to the contrary in this policy or any damage/loss to geysers (valves, thermostats or overflow) that are covered by any other insurance/warranty scheme/maintenance plan.

## HOUSEHOLD MOTOR EXCLUSIONS

The Insurer will not be liable for:

1. Remote controls and receivers unless agreed by the Insurer,
2. Cleaning, repair or replacement of filters,
3. Booster pumps,
4. Mechanical cover such as gear boxes and bearings.

## APPLIANCE AND ELECTRONICS EXCLUSIONS

The Insurer will not be liable for:

1. Repair or replacement of faulty parts of appliances where the appliance:
  - a. was not in good working order at the commencement date of this insurance,
  - b. was mishandled or used other than in compliance with the manufacturers specifications,
  - c. breaks down as a result of misuse or not being operated in accordance with the manufacturers/installers design intentions,
  - d. where parts are no longer available or the item is irreparable.
2. Repair the external framework, external wiring, the cabinet or non-functional cosmetic part of the appliance,
3. Changing or replacement of light bulbs,
4. Repair or replacement of TV antennas or Ariel devices,
5. All remote controls and receivers,
6. Cleaning, repair or replacement of glass shelving/tops or auxiliary items such as icemakers,
7. Routine cleaning of VCR heads, CD and DVD pick-up eyes,
8. Appliances used for hire and/or industrial appliances,
9. Gas refill for fridges and freezers,
10. Appliances in excess of 8 (eight) years of age or if parts are no longer available.

## SUM INSURED / FIRST AMOUNT PAYABLE

The limit of the Insurers liability and the First Amount Payable by the Insured respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance will be as stated on the Schedule.



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