



western

Rethink Insurance



COMMERICAL POLICY WORDING





Contents

1.	General exceptions, conditions and provisions	1
2.	Fire	12
3.	Buildings combined	22
4.	Office contents	32
5.	Business interruption	39
6.	Accounts receivable	46
7.	Theft	49
8.	Money	52
9.	Glass	57
10.	Fidelity guarantee	59
11.	Goods in transit	65
12.	Business all risks	68
13.	Accidental damage	70
14.	Public liability (claims made basis)	73
15.	Employers' liability	81
16.	Commercial umbrella liability	84
17.	Stated benefits	85
18.	Group personal accident	90
19.	Motor	94
20.	Motor traders internal	104
21.	Motor traders external	109
22.	Electronic equipment	117
23.	Machinery breakdown	124
24.	Machinery breakdown deterioration of stock	127
25.	Machinery breakdown business interruption	129
26.	Houseowners	134
27.	Household contents	145
28.	Personal all risks	157
29.	Personal umbrella liability	161
30.	Special risks	162
31.	Watercraft	165
32.	General contact details	172

Contents

Western National Insurance Company Ltd, affiliates of PSG Financial Services Ltd, a licensed controlling company, are authorised financial services providers. FAIS: Juristic Reps under FSP 9465.

General exceptions, conditions and provisions

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the Insured and receipt thereof by or on behalf of the Company, the Company specified in the Schedule agrees to indemnify or compensate the Insured by payment or, at the option of the Company, by replacement, reinstatement or repair in respect of the Defined events occurring during the period of the insurance and as otherwise provided under the Sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

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

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

General exceptions

1. Asbestos exclusion (applicable to the Public Liability and Employers Liability Sections and Sub-section D - Liability of the Buildings Combined Section)

Notwithstanding any provision of this Policy including any Exclusion, Exception or Extension or other Provision which would otherwise override a General Exception, this Policy does not cover:

- 1.1 any legal liability,
- 1.2 loss or damage,
- 1.3 cost or expense whatsoever, or
- 1.4 any consequential loss

directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

2. Cyber loss exclusion

- 2.1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - 2.1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 3.2 below;
 - 2.1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data
- 2.2 Subject to the terms, conditions and exclusions contained in this Policy, this Policy will cover physical damage to property insured under this Policy and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils: Fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.
- 2.3 Definitions
 - 2.3.1 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device) server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility
 - 2.3.2 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System
 - 2.3.3 Time Element Loss means business interruption, contingent business liability or any other consequential losses

3. **Detention, confiscation and forfeiture exclusion**

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

4. **Electricity supply network interruption**

Any loss, damage, liability, cost, or expense of any kind, including consequential losses of any kind, in terms of any Section of this Policy, that is directly or indirectly caused by, attributable to, contributed to by, resulting from, arising out of, following, or in any way in connection with an Electricity Supply Network Interruption at any stage (whether at the time of the Electricity Supply Network Interruption or at the reinstatement or restoration of an electricity supply) is not covered by this Policy, this being so irrespective of any provision, term, condition, or endorsement to this Policy which would otherwise override this general exclusion.

4.1 Electricity Supply Network Interruption is defined to mean a whole or partial interruption, interference or suspension, of any nature, of any electricity supply, from any national, regional, local or municipal source, or private entity that generates, transmits or distributes electricity, to an insured business, or insured residence, or both, due to any cause whatsoever, including damage or inability on the part of any electricity supplier to provide electricity.

4.2 Power Surge

To the extent that such cover is selected to be insured, and subject to the remaining terms and conditions and limits of the policy, any loss or damage caused by a power surge shall be covered under this policy, subject to the general exclusion for Electricity Supply Network Interruption.

Therefore, any loss or damage caused by a power surge which is directly or indirectly caused by, attributable to, contributed to by, resulting from, arising out of, following, or in any way in connection with an Electricity Supply Network Interruption, whether at the time of the Electricity Supply Network Interruption or at the reinstatement or restoration of an electricity supply from any national, regional, local or municipal source, or private entity that generates, transmits or distributes electricity, shall not be covered.

5. **Loss or damage caused directly or indirectly by contagious or infectious disease exclusion**

Notwithstanding any provision of this Policy including any Specific Exclusion, Exception or Extension or other provision not included herein which would otherwise override a General Exclusion, this Policy does not cover death, injury, sickness, loss, liabilities, Damage/s, cost or expense of whatsoever nature (including indirect losses and consequential losses) directly or indirectly caused by, resulting from, in consequence of, in anyway involving, happening through, arising out of or in connection with, or to the extent contributed to by:

- 5.1 any contagious or infectious disease, illness, virus, bacteria or any mutation or variation of any of the aforesaid; and/or
- 5.2 any declared or classified epidemic or pandemic of whatsoever nature or cause; and/or
- 5.3 the imposition of quarantine, isolation or other restrictions in movement of people, goods and/or animals by a local, municipal, regional or government authority (whether national or international) or any other body or agency; and/or
- 5.4 any travel advisory or warning being issued by a national or international government or any other body or agency; and /or
- 5.5 any fear or threat (whether actual or perceived) of any of the events contemplated in 5.1, 5.2, 5.3 and/or 5.4: and/or
- 5.6 any action taken in controlling, preventing, suppressing or in any way relating to any the events contemplated in 5.1, 5.2, 5.3, 5.4 and/or 5.5 above.

If the Company alleges that by reason of this General Exclusion, any death, injury, sickness, loss, liability, Damage, cost or expense of any type whatsoever is not covered by this Policy, the burden of proving the contrary rests on the Insured.

6. **Loss or damage caused directly or indirectly by meteorites, asteroids or similar bodies entering the earth's atmosphere including solar flare storms.**

This Policy does not cover any loss, damage, liability, cost, or expense of any kind, including consequential losses of any kind, in terms of any section of this policy, that is directly or indirectly caused by, attributable to, contributed to by, resulting from, arising out of, following, or in any way in connection with damage caused by meteorites, asteroids or similar bodies entering the earth's atmosphere including solar flare storms.

7. Nuclear risks (Not applicable to Fidelity Guarantee, Stated Benefits and Group 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:

- 7.1 ionising, radiations or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion or use of nuclear fuel;
- 7.2 nuclear material, nuclear fission or fusion, nuclear radiation;
- 7.3 nuclear explosives or any nuclear weapon;
- 7.4 nuclear waste in whatever form;

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

8. Russia, Ukraine, and Belarus exclusion

The Company shall not be liable to provide any cover, pay any claim, or provide any benefit or liability hereunder in respect of any goods, services, insured items, or risks located in Russia, Ukraine, or Belarus, or of Russian, Ukrainian, or Belarusian origin, directly and indirectly in relation to any goods and technology for aircraft, spacecraft, and parts thereof to any person, entity, or body in Russia or for use in Russia, or to be transported to or from Russia, Ukraine, or Belarus, or directly or indirectly owned by any Russian, Ukrainian, or Belarusian person or entity, or in any other way subject to any Russian, Ukrainian, or Belarusian interest.

9. Sanction limitation and exclusion

The Company shall not be liable to provide any cover or pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10. Theft by false pretenses and fraud

This Policy does not cover loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by, false pretences, and/or fraud.

11. Transmission and distribution lines exclusion

The Company shall not provide cover for any loss of, destruction of or damage to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including but not limited to wires, cables, poles, scaffolding, pylons and masts or any property forming part thereof or connected therewith and including substations and transformer stations unless such conductors for which the Insured carries the risk are located between the insured building and official power supplier's distribution box.

This Exclusion also applies to any consequential losses, time element losses or business interruption losses resulting therefrom, including but not limited to any increased cost of working.

This Exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals, whether audio or visual.

It is however understood and agreed that this Exclusion shall not apply to Contingent Business Interruption coverages including Public Utilities and/or Supplier's Extensions, provided that these are not part of a Supplier's, Transmitter's or Distributor's policy.

12. War, riot and terrorism

- 12.1 This policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused, in any way or to any degree by;
 - 12.1.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - 12.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 12.1.3
 - 12.1.3.1 mutiny, military rising, military or usurped power or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - 12.1.3.2 insurrection, rebellion or revolution;

- 12.1.4 any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- 12.1.5 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;
- 12.1.6 any attempt to perform any act referred to in clause 12.1.4 or 12.1.5 above;
- 12.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 above.

If the Company alleges that, by reason of clauses 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5, 12.1.6 or 12.1.7 of this Exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

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

For the purposes of this General Exception 12.3, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention of influencing any government or for the purpose of inspiring fear in the public or any section thereof.

If the Company alleges that, by reason of clause 12.3 of this Exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

General conditions

The following General conditions are subject to the provisions of any current Short Term Insurance Act or similar legislation in force applicable to insured risks within the country in which the Policy was issued.

Each of these General conditions must be complied with by the Insured. Should the Insured not comply with any of these General conditions, and unless expressly stated otherwise therein, the Company may, without prejudice or limitation to any other rights the Company may have, reject any claim as a result of such non-compliance.

1. Adjustment of premium

If the premium for any section of this Policy has been calculated on any estimated figures, the Insured shall, after the expiry of each period of insurance or if a monthly policy, each period of 12 consecutive months from the inception or anniversary date, furnish the Company with such particulars and information that the Company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the Insured as the case may be

2. Alterations to the business

The Insured must immediately advise the Company in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties.

- 2.1 The definition of change referred to above shall include but not be limited to:
 - 2.1.1 changes in the name of the Insured;
 - 2.1.2 changes to the address or location of the business;
 - 2.1.3 changes in the nature of the business activities, trade or occupation;
 - 2.1.4 alterations in construction of the premises;

- 2.1.5 new business products not previously disclosed to the Company;
- 2.1.6 change of tenants if the tenant is in any way involved in any type of manufacturing process or storage of high-risk products;
- 2.1.7 additional premises occupied.
- 2.1.8 where the unoccupancy rate of the building exceeds more than 80% of its total floor areas;
- 2.2 The Company may at its own discretion:
 - 2.2.1 adjust the premium or terms of the Policy,
 - 2.2.2 require additional Terms, Conditions or Provisions,
 - 2.2.3 cancel the policy in accordance with General Condition 4 of the Policy

3. Breach of conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them, so that any breach shall, without prejudice to other rights the Company may have in terms of this Policy or at law, render voidable the section only in respect of the risk to which the breach applies.

4. Cancellation or amendment of terms and conditions

- 4.1 This Policy or any section may be cancelled at any time by:
 - 4.1.1 the Company giving 31 days' notice in writing (or such other period as may be mutually agreed); or
 - 4.1.2 the Insured giving immediate notice.
- 4.2 On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum premium for the period the Policy, Policy Section or item has been in force. On cancellation by the Company, the Insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, 4.3 below.
- 4.3 The Company will not refund the Insured upon cancellation of the Policy, Policy Section or item for the remainder of the period of insurance up to renewal if the maximum amount stated in the Schedule for such property or Section is settled in terms of a claim.
- 4.4 The Company may amend (monthly and annual policy) premiums, terms and conditions of cover in respect of the Policy or any Section thereof by giving 31 days' notice in writing of the Company's intention to do so.

5. Claims

- 5.1 On the happening of any event which may result in a claim under this Policy, the Insured shall, at their own expense:
 - 5.1.1 give notice thereof to the Company as soon as reasonably possible after the event, but not later than 90 days after the event, and provide particulars of any other insurance covering such events as are hereby insured. Should the Insured not comply with this General Condition, the Company may reject the claim on this basis;
 - 5.1.2 as soon as practicable after the event, inform the police of any claim involving theft or (if required by the Company) loss of property, and take all practicable steps to discover the guilty party and to recover the stolen or lost property. Should the Insured not comply with this General Condition, the Company may reject the claim on this basis;
 - 5.1.3 as soon as practicable after the event, but not later than 90 days after the event or such further time as the Company may in writing allow submit to the Company full details in writing of any claim and shall preserve all damaged property following a loss. Should the Insured not comply with this General Condition, the Company may reject the claim on this basis;
 - 5.1.4 give the Company such proofs, information and sworn declarations as the Company may require;
 - 5.1.5 immediately advise the Company of any impending prosecution or inquest and forward to the Company any notice of claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim. Should the Insured not comply with this General Condition, the Company may reject the claim on this basis.

- 5.2 The Insured shall not incur any expense (except as specifically provided for in this Policy) in making good any damage without the written consent of the Company, and shall not negotiate, pay, settle, admit or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without prior written permission of the Company. Should the Insured not comply with this General Condition, the Company may reject the claim on this basis.
- 5.3 No claim (other than a claim under the Business Interruption, Fidelity Guarantee, Stated Benefits or Group Personal Accident Section or the Personal Accident (assault) Extension under the Money Section if applicable), shall be payable after the expiry of 24 months, or such time as the Company may allow, from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.
- 5.4 No claim shall be payable unless the Insured claims payment by serving legal process on the Company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- 5.5 If, after the payment of a claim in terms of this Policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Company, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Company. Should the Insured fail to render assistance in terms of this General Condition when reasonably called upon to do so, the Insured shall immediately become liable to repay to the Company all amounts paid in respect of the claim.
- 5.6 It is hereby noted that, when an event that may result in a claim is reported (orally or in writing) by the Insured or on behalf of the Insured or by the Insured's agent as noted in the Schedule (for purposes of this clause "the Insured"):
 - 5.6.1 the Insured appoints the Company as their agent to act in a similar manner as if the Company has already accepted liability under this reported event, until such time that the Company accepts liability in full;
 - 5.6.2 should the Company not accept liability for any valid reason as determined by any Specific exception, or provision of this policy read together with the Policy Schedule, Section or Sub-Section or endorsement to the Policy, the Insured accept that they will be responsible for settlement of the costs and expenses incurred by the Company on behalf of the Insured during the period that the Insured had appointed the Company as their agent.
- 5.7 In respect of any claim for Personal Injury under this Policy where cover is granted, all certifications, information and evidence required by the Company shall be furnished at the expense of the Insured and an injured person shall as often as be required by the Company submit to medical examination at the Company's expense. The Company shall in the case of death be entitled to have a postmortem examination carried out.
- 5.8 The Company 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 except where cover is granted for Personal Accident, Stated Benefits or Group Personal Accident Benefits

6. Collective insurance

If this insurance is a collective insurance then the following amendment is made to General conditions, 5 Claims, 5.1 above:

- 5.1 The Insured shall give notice, inform and give the nominated leading Insurer on behalf of the Insurers such proofs, information and sworn declaration as the Insurers may require and forward to the leading Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

And General Condition 7 (Company's rights after an event) is substituted by the following:

7. Insurers' rights after an event;

- 7.1 On the happening of any event in respect of which a claim is or may be made under this policy, the leading Insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurers to rely upon any conditions of this policy,
 - 7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the lead Insurer on behalf of all Insurers to do so. The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the leading Insurer or not;

7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the leading Insurer.

7.2 The Insured shall, at the expense of the Insurers, do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purposes of enforcing any rights to which the Insurers shall be, or would become, subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.

7.3 In respect of any section of this policy under which an indemnity is provided for liability to third parties, the Insurers may, upon the happening of any event, pay to the Insured the Limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Insurers shall thereafter be under no further liability in respect of such event."

7. Company's rights after an event

7.1 On the happening of any event in respect of which a claim is or may be made under this policy, the Company and every person authorised by it may, without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy:

7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the Company to do so. The Insured shall not be entitled to abandon any property to the Company, whether or not taken possession of by the Company;

7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made or accepted by the Insured without the written consent of the Company. Should the Insured not comply with this General Condition, the Company may reject the claim on this basis.

7.2 The Insured shall, at the expense of the Company, do and permit to be done all such things as may be required by the Company for the purposes of enforcing any rights to which the Company shall be, or would become, subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification. Should the Insured not comply with this General Condition, the Company may reject the claim on this basis.

7.3 In respect of any section of this Policy under which indemnity is provided for liability to third parties, the Company may, upon the happening of any event, pay to the Insured the Limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Company shall thereafter be under no further liability in respect of such event.

8. Consent to collect, use, disseminate and disclose personal information

8.1 The Protection of Personal Information Act ('the Act') or any similar enactment in force within the geographical limits of this Policy, applies to this Policy and controls the method by which Personal Information (as defined in the Act or such similar legislation) is collected, used, disseminated and disclosed. The Insured is referred to the Protection of Personal Information External Policy, which can be found at www.westnat.com, and more particularly to the Act itself. The Insured agrees and consents to the collection, use, dissemination and disclosure of their Personal Information for the purpose of entering into this Policy and giving effect to the terms and conditions hereof, subject to the requirements of such Act.

8.2 In addition to the above, the Insured acknowledge that the sharing of underwriting and claims information by the Company is essential to enable the insurance industry to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims, in the public interest and with a view to limiting premiums. The Insured hereby waive any right to privacy in any information supplied by or on behalf of the Insured in respect of any underwriting or claims information made or lodged by the Insured and the Insured consent to such information being disclosed to any other insurance company or its agent. The Insured also waive any rights of privacy in, and consent to the disclosure of, any information relevant to any insurance claim concerning the Insured or any person that they represent or any person purporting to represent them.

9. Defective design, lack of and cost of maintenance

The insurance provided by this Policy does not cover the loss of or damage to property stated in the Schedule related to or caused by or attributable or relating to defective design, workmanship, construction or material or lack of maintenance or the cost thereof.

10. Dye-lots, patterns and textures

Where there is loss of or damage to any property (or portion of such property) being supplied or manufactured in specific dye-lots, colours, patterns or textures which is not available (in whole or in part) in such dye-lots, colours, patterns or textures, the Company will indemnify the Insured for the loss of the same as such is available to the nearest dye-lot, colour or texture as may be available in the required quantity.

11. Endorsement to monthly policies

Each period of insurance by this policy is for one month and a premium is paid each month. It is a monthly policy paid monthly. For this reason it is necessary to amend portions of the standard policy wording or to clarify how certain provisions are to operate. In consequence, the following amendments are made to the policy, and the explanations given are to be taken as forming part of this policy.

Section	Reference	Comments
General Schedule	Period of Insurance	(b) is amended to read "Any Subsequent Period of one month for which the Company agrees to renew this policy or any section thereof"

12. Fraud

If any claim under this Policy is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf, whether in terms of any claim or not, or with their knowledge or consent to obtain any benefit under this policy, or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this Policy shall be forfeited.

If the quantum of any claim is deliberately exaggerated or misrepresented by the Insured or any party acting on the Insured's behalf or with the Insured's connivance, the benefits afforded under this Policy shall be forfeited.

13. Gradual deterioration and wear and tear

The Company shall not be liable to pay for gradual deterioration and/or wear and tear to property stated in the Schedule which occurs over a period of time including loss of or damage to insured property caused by pests such as rodents, moths, insects, vermin or infestations thereof.

14. Hot work conditions (Applicable to the Fire, Buildings combined & Office contents sections only)

- 14.1 It is a condition precedent to the liability of the Company and warranted that the Insured warrants that it will, at the time of the conclusion of this Policy and throughout the currency of this Policy, have in place, implement and maintain, a Management Hot Work Permit Policy ("the Hot Work Permit Policy") that adheres to all general safety requirements regulations as mandated by law, statute, regulations, standards or rules applicable to the Insured, as well as any requirements incorporated into the Policy Wording of the Policy Schedule.
- 14.2 The Insured is required to and warrants that the Hot Work Permit Policy will be in place and apply whenever any hot work activities such as, but not limited to, cutting, welding, grinding, brazing, soldering, or any similar operations are performed at the Insured premises, whether by in-house personnel or external contractors, and particularly, but not limited to, when such activities occur outside a designated workshop area specifically designed for hot work.
- 14.3 The Insured is required to and warrants that the Hot Work Permit Policy will include a continuously updated Hot Work Log that documents and requires compliance with at least the following in respect of any hot works conducted:
 - 14.3.1 A clear definition of the hot work and the activities that fall within the scope of such hot work.
 - 14.3.2 Assignment of program control responsibilities to a senior employee with adequate experience and management authority.
 - 14.3.3 Provision of appropriate safety equipment for the operator, as well as fire extinguishing equipment, which must be readily available at the hot work site to manage any potential ignition of surrounding materials.
 - 14.3.4 Specification of areas where hot work is permitted and areas where it is prohibited.
 - 14.3.5 Conditions under which hot work may or may not be performed.
 - 14.3.6 A list of items on which hot work is strictly prohibited, including closed drums, cylinders, tanks, or other containers holding flammable vapor or liquids.
 - 14.3.7 A requirement to remove combustible materials from the immediate vicinity of hot work, or, where removal is not possible, to cover such materials with non- combustible protective barriers.

- 14.3.8 Application of the policy to all staff members (both temporary and permanent) as well as contractors.
- 14.3.9 A formal permit issuance process for contractors and workers before commencing hot work, with the permit explicitly outlining the applicable rules of the hot work permit system.
- 14.3.10 Procedures for returning permits upon completion of hot work or at the end of the day, whichever occurs first.
- 14.3.11 An inspection of the work area after the permit has been returned to ensure that no residual ignition hazards remain.
- 14.3.12 A fire watch procedure, requiring monitoring of the work area for at least 30 minutes after hot work has been completed, with a formal sign-off once the area is deemed safe.
- 14.3.13 Any additional requirements prescribed by law, statute, regulations, standards or rules applicable to the Insured.
- 14.4 The Insured is required to and warrants that it will provide a copy of the Hot Works Permit Policy and any Hot Work Log on request.
- 14.5 Should the Insured fail to comply, in any respect or to any degree, with any aspect of the warranties and undertakings set out herein, the Company will not be liable for any loss suffered or claim submitted by the Insured, and the Company will also be entitled to cancel the Policy as from date of such non-compliance, regardless of the materiality of such non-compliance to the risk in question, or whether such non-compliance caused any loss or damage to the Insured.

15. Insurable interest

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

16. Interest on payments

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

17. Law and jurisdiction

This Policy will be governed by the laws of the country in which it was issued, namely, The Republic of South Africa, whose courts shall have sole jurisdiction over any disputes arising under the policy.

18. Misrepresentation, misdescription and non-disclosure

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

19. No rights to other persons

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 of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt by the Insured of an indemnity payment by the Company shall in every case be a full discharge to the Company.

20. Other insurance

If, at the time of any event giving rise to a claim under this Policy, an insurance exists with any other insurers covering the Insured against the Defined events, the Company shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event in relation to the number of other insurers that participate in the risk (i.e. if there are two insurers, the Company will only pay 50% of any valid claim). If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

21. Policy wording and schedule

The Policy and the Schedule together confirm the contract between the Insured and the Company and should be read as one document. Should there be any conflict in interpretation between the contents of the printed Policy and the contents of the Schedule, the Schedule shall be given precedence.

22. Premium payment

- 22.1 In respect of monthly paid premiums, the premium is due and payable on or before the inception date and the first day of each month thereafter, as the case may be. If the premium has not been paid for any reason other than the Insured having stopped payment, the Company will re-debit in the following month for two months' premium. If the full double premium has not been paid, the Policy will be cancelled from the date of the first unpaid premium.
- 22.2 Any valid claims incurred by the Insured during any period for which premium was unpaid, as set out above, will only be considered if the total outstanding premium has been settled in full by the Insured.

In respect of quarterly, bi-annually or annually paid premiums, the premium is due and payable on or before the inception date or renewal date, as the case may be, but must be paid within 30 days from this date and, if it is not received by the Company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the last period of insurance for which premium was received.

The Company shall not be obliged to accept premium tendered to it more than 30 (thirty) days after the 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.

23. Prevention of loss

The Insured shall take all reasonable steps and precautions to prevent accidents and/or minimize losses including, but not limited to, compliance with and adherence to laws and regulations which are material to the risk.

The failure by the Insured to adhere to any applicable law, regulation or by-law or rule shall, without limitation to any other rights the Company may have, the Company may reject the claim as a result of such non-compliance.

24. Reinstatement of cover after loss (not applicable to Stock on declaration basis or to any Section where it is stated not to be applicable)

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

25. Value added tax (VAT)

All monetary amounts stated in this Policy such as Sums Insured, Limits of Indemnity and Premiums and first amount payables (Excesses) are deemed to be inclusive of Value Added Tax (VAT) as provided for in the Value Added Tax Act 89 of 1991 or other similar legislation within the geographical limits of this Policy.

26. Warranties, conditions, endorsements, or requirements

If cover is subject to a specific or to specific warranties, conditions, endorsements, requirements, or special memorandum stated in the Schedule or the premium was reduced as a result of receiving a discount for precautionary measures taken on any Section of this Policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, the Company may, without prejudice to any other rights it may have, reject the claim.

General provisions

1. Breach of warranties, conditions, endorsements, or requirements

Any warranties, conditions, endorsements, requirements, or special memoranda stated in the Schedule shall apply to the items concerned individually as if each were insured by a separate policy. The breach of any of the above shall render the Policy voidable only in respect of the items to which the breach applies and not in respect of the remaining items.

2. Claims preparation costs

The insurance by each Section of this Policy is extended to include costs reasonably and necessarily incurred by the Insured in producing and certifying any particulars or details required by the Company in terms of General Condition 6 or to substantiate the amount of any claim, provided that the liability of the Company for such costs in respect of any one claim shall not exceed, in respect of a particular Section, the limit stated in the Schedule plus any additional limit if stated in the Schedule to be included.

3. First amount payable

Except where specifically provided for in the Schedule for any Section, the first amount payable under this policy or any Section for each and every loss, damage or liability shall be reduced by the first amount payable as indicated in the Easy Guide to Clauses & Included Extensions or as stated in the Schedule.

4. Holding covered

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

5. Liability under more than one section

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

6. Meaning of words

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

7. Members, directors, partners or employees

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

8. Payments on account

In respect of any Section where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account may be made to the Insured by the Company at the sole discretion of the Company. If a claim is not valid, any payments on account must be refunded to the Company by the Insured.

9. Security firms

If an employee of a security firm employed by the Insured under a contract causes loss or damage, and if, in terms of the said contract, the Insured may not claim against the said security firm, the Company agrees not to exercise their rights of recourse against the said security firm. The Company shall not raise as a defence to any valid claim submitted under any Section or Sub-Section of this policy that the Company's rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the insured property

10. Schedule sums insured blank

If, in a Schedule of this Policy, the Sum Insured, Limit of indemnity or compensation is:

left blank or has no monetary amount stipulated against it;

reflected as nil or not applicable or not covered or no indemnity extended;

the Defined Event or circumstance shown in the Schedule is not insured by the Policy.

Fire

Defined events

Damage to the whole or part of the property (as defined under Definitions) described in the schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the buildings and structures by the included Insured perils as well as those additional Insured perils if stated in the schedule as being included.

Definitions

Damage

Shall mean physical loss, damage or destruction.

Buildings (Column No 1)

Buildings constructed of brick, stone or concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule including landlord's fixtures therein and thereon, walls (except dam walls) gates, post and fences.

Rent (Column No 2)

The number of months rent / rental value as defined and stated in the schedule.

Plant and Machinery (Column No 3)

Plant, machinery and landlord's fixtures and fittings plant, machinery and landlord's fixtures and fittings (for which the insured is responsible in terms of a lease agreement) and all other contents excluding stock and materials in trade as defined and property more specifically insured or insurable. and all other contents (excluding stock and materials in trade as defined and property more specifically insured or insurable).

Stock and Materials in Trade (Column No 4)

Shall mean stock and materials in trade being finished goods, work in progress or raw materials still to undergo any process of manufacture.

Miscellaneous (Column No 5)

Miscellaneous items not specifically catered for under any other column and tenant's improvements as specifically stated in the Schedule.

Unoccupancy

Shall mean a building shall be deemed to be unoccupied if more than 80% of its total floor area is not occupied and the presence of security personnel in the building or on the premises does not constitute occupancy of the building.

Insured perils

1. fire;
2. lightning or thunderbolt;
3. explosion;
4. earthquake or volcanic eruption but excluding Damage to property in the underground workings of any mine;
5. special perils: Damage caused by:
 - 5.1 storm, wind, water, hail or snow, provided that the Company shall not be liable for Damage to property:
 - 5.1.1 arising from its undergoing any process necessarily involving the use or application of water;
 - 5.1.2 caused by tidal wave originating from an earthquake;
 - 5.1.3 caused by sea surge;
 - 5.1.4 in the underground workings of any mine;
 - 5.1.5 in the open (other than buildings, structures and plant designed to exist and or operate in the open) unless specifically insured as a separate item in the Schedule;

- 5.1.6 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
- 5.1.7 being retaining wall unless specifically insured as a separate item in the Schedule;
- 5.2 aircraft and other aerial devices or articles dropped therefrom;
- 5.3 impact by rocks and boulders, animals, trees (except falling trees whilst contractors are engaged in the felling thereof), aerials, satellite dishes or vehicles, excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

Provided that Special Perils above does not cover:

- 1. wear and tear or gradual deterioration;
- 2. damage caused or aggravated by;
 - 2.1 leakage or discharge from any sprinkler or drencher system or other fire extinguishing installation or appliance in the buildings insured hereby or in buildings containing property insured hereby;
 - 2.2 subsidence or landslip;
 - 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any Damage;
 - 2.4 mildew, damp, rising damp, rust, corrosion or rot;

6. leakage

Unless specifically insured on a Full Value Basis and so stated in the Schedule, damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installations/appliance is deemed to be insured on a First Loss Basis and shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Provided that if the insured property is, at the time of such Damage to such property is of greater value than the sum insured thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share (equal to the extent by which the value exceeds the Sum Insured) of the loss accordingly.

7. subsidence and landslip – Limited Cover

- 7.1 This Section is extended to include Damage to the insured property identified in the Schedule, caused by subsidence, landslip, or heave of the land supporting that property, provided such Damage is not caused by, or does not arise from:
 - 7.1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
 - 7.1.2 alterations (including structural), additions or repairs to the building(s);
 - 7.1.3 the compaction or infill;
 - 7.1.4 defective or faulty design, materials or workmanship;
 - 7.1.5 excavations other than mining operations;
 - 7.1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
 - 7.1.7 removal or weakening of support to the insured property.
- 7.2 The Company will not be liable for;
 - 7.2.1 loss of 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 insured buildings are damaged at the same time by the same event,
 - 7.2.2 loss of or damage to solid floor slabs or any part of the insured property resulting from the movement of such slabs unless the foundation supporting the external walls of the insured building(s) are damaged by the same cause at the same time;
 - 7.2.3 consequential loss whatsoever,
 - 7.2.4 damage existing at commencement of cover.
- 7.3 The company will not be liable for work necessary to prevent further loss or damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the insured property and any subsequent additions thereto

7.4 The insured will be responsible for the first amount payable as stated in the Schedule.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of these Exceptions, any damage is not covered by this peril, the burden of proving shall be upon the insured.

8. Subsidence and landslip - Extended Cover (If stated in the Schedule to be included)

If this Peril is stated in the Schedule to be included, then it replaces the Subsidence and Landslip Peril – Limited Cover and reads as follows:

8.1 This Section is extended to include Damage to the insured property identified in the Schedule, caused by subsidence, landslip, or heave of the land supporting that property, provided such Damage is not caused by, or does not arise from:

- 8.1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
- 8.1.2 alterations (including structural), additions or repairs to the building(s);
- 8.1.3 the compaction or infill;
- 8.1.4 defective or faulty design, materials or workmanship;
- 8.1.5 excavations other than mining operations;
- 8.1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
- 8.1.7 removal or weakening of support to the insured property identified in the Schedule.

8.2 The Company will not be liable for;

- 8.2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the insured building(s) are damaged at the same time by the same event;
- 8.2.2 consequential loss whatsoever;
- 8.2.3 damage existing at commencement of cover.

8.3 The insured will be responsible for the first amount payable as stated in the Schedule.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of these Exceptions, any damage is not covered by this Extension, the burden of proving the contrary shall be upon the insured.

9. malicious damage

damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such Damage, other than Damage to:

9.1 Movable property which is:

- 9.1.1 stolen;
- 9.1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;

9.2 moveable or immovable property which is damaged by thieves while breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;

9.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of:

- 9.3.1 the removal or partial removal or any attempt thereof;
- 9.3.2 the demolition or partial demolition or any attempt thereof; the said immovable property or any part/s thereof with the intention of stealing any part/s thereof,

Provided that this Peril does not cover:

- 9.4 Damage related to or caused by fire or explosion;
- 9.5 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured under this policy;
- 9.6 Damage resulting from total or partial cessation of work, or the retarding, interruption or cessation of any process or operation;
- 9.7 Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

- 9.8 loss or damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Proviso 9.4, 9.5, 9.6, 9.7 or 9.8, 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 the written agreement of the Company to continue this Extension.

During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

10. riot and strike (If stated in the Schedule to be included)

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

- 10.1 civil commotion, labour disturbances, riot, strike or lockout;
- 10.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 10.1 above,

Provided that this Peril does not cover:

- 10.3 loss or damage occurring in the Republic of South Africa or Namibia;
- 10.4 consequential or indirect loss or damage of any kind or description whatsoever, other than
- 10.5 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 10.6 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 10.7 loss or damage related to or caused by any occurrence referred to in General Exceptions (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos 10.3, 10.4, 10.5, 10.6 and 10.7 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Specific conditions

Average

If the property insured is, at the commencement of any Damage to such property by any Defined Event, collectively of greater value than the sum insured thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share (equal to the percentage by which the value exceeds the Sum Insured) of the loss accordingly. Every item, if more than one, shall be separately subject to this Condition.

Specific exceptions

This Section does not cover:

1. Any Damage resulting from Convulsions of Nature happening during the existence of abnormal conditions (whether physical or otherwise) which is occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be Damage which is not covered by this insurance, except to the extent that the Insured shall prove that such Damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where the Company alleges that, by reason of this Exception, any Damage is not covered by this insurance, the burden of proving the contrary shall be on the Insured.
2. Damage to property occasioned by its undergoing any heating or drying process;

3. Damage to property which, at the time thereof, is insured by or would, but for the existence of this insurance, be insured by any marine policy (s), except in respect of any excess beyond the amount which would have been payable under the marine policy (s) had this insurance not been effected.
4. Damage to property in the underground workings of any mine;

Clauses, extensions and limitations

Accidental damage to geysers

This extension covers accidental (sudden and unforeseen) loss or Damage to geysers, solar geysers, water tanks, water apparatus, water heating systems and water pipes following sudden and unforeseen bursting, leaking or rupturing, the property of the insured installed in the buildings described in the Schedule, provided that:

1. this Extension does not cover structural defects, faulty design or poor workmanship;
2. if any insured building or structure becomes unoccupied for more than 30 consecutive days, the insurance in respect of this Extension is suspended;
3. the Company's liability, in respect of any one event, shall not exceed the limit and first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

All other contents clause

The term 'all other contents' referred to in the definition of property under column 3 of the Schedule includes, but is not restricted to, personal effects, tools and pedal cycles, the property of the Insured or directors or employees of the Insured in so far as such property is not otherwise insured.

The benefit under this Extension is limited to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one individual in respect of property Damaged while on the Insured's premises.

Alterations and misdescription clause

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

Alternative replacement conditions clause (Design capacity)

In the event of property insured which has a measurable function, capacity or output being Damaged by a Defined Event and it not being possible to replace or reinstate such insured property in terms of the Reinstatement Value Conditions Clause, then the Company will pay the cost of replacing such insured property with property the quality, capacity, function or output of which is as near as possible but not inferior to that of the original insured property, provided that:

1. provisos 1, 2, 3 and 4 of the Reinstatement Value Conditions apply equally to this Clause;
2. in applying the provisions of Proviso 3 of the Reinstatement Value Conditions, the cost (as provided for in proviso 3), which would have been incurred in replacement or reinstatement if the whole of the insured property had been Damaged, will be increased by such amount payable under this Alternative Replacement Clause which is in excess of that which would have been payable under the Reinstatement Value Conditions clause, had it been possible to reinstate or replace the insured property in terms thereof.

Architects and other professional fees

The insurance under columns 1 and 3 of the Schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the insured property following Damage, by an insured event but in no case exceeding the percentage indicated in the Easy Guide to Clauses & Included Extensions Schedule of the amount payable in respect of such Damage, provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

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

Brands and labels

The insurance under this Section includes such additional costs in the event of Damage by a Defined Event to insured property carrying a brand name, trade mark or label or where the sale of such property in any way carries a guarantee or where the sale of such property might have an adverse effect upon the market value of similar property, the Company agrees to remove all such brand names, trademarks, labels or guarantee before disposing of and determining the value of the salvage.

It is further agreed that, on containers from which the brand name, trademark, label or guarantee cannot be removed, the contents shall be removed to plain containers, provided that in the event of loss or damage to labels or names, the amount payable shall be the cost of relabelling and/or reconditioning the property provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

Provided that the liability of the Company shall not exceed the Limit of Liability and first amount payable as stated in the Easy Guide to Clauses & Included Extensions

Capital additions

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum/s insured) to the property other than stock and materials in trade for an amount not exceeding the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured thereon, it being understood that the Insured undertakes to advise the Company each quarter or if a monthly policy, each month, of such alterations, additions and improvements and to pay the appropriate premium thereon.

Cost of demolition, clearing and erection of hoardings

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the demolition of buildings and machinery and/or the removal of debris (including stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following Damage to the insured property, provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

The Company will not pay for any costs or expenses:

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

Damage by wild baboons, monkeys or other wild animals

This section is extended to include loss of or Damage to the building(s) and the contents inside a fully enclosed building(s) as stated in the schedule, caused by wild baboons, monkeys or other wild animals, provided that:

1. wild baboons, monkeys or animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and do not include pests such as rodents, moths, insects, vermin or infestations thereof.

Provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Damage to buildings resulting from theft or attempted theft

The insurance under this extension includes loss of or Damage to the buildings including securely attached landlord's fixtures and fittings at the insured premises in the course of;

1. theft or any attempt thereat, or
2. theft accompanied by forcible and violent entry into or exit from such building or premises or any attempt thereat, or
3. as a result of theft, or any attempt thereat, following violence or threat of violence.

Re-imbursement by the Company of all reasonable costs and expenses incurred by the Insured in effecting such temporary repairs and in taking such temporary measures as may be necessary after Damage giving rise to a claim under this Extension, Provided that, the Company's liability in respect of any one event shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included for 1, 2 and 3.

Designation of property

For the purposes of determining, where necessary, the column under which any property is insured as stated in the Schedule, the Company agrees to accept the designation represented to the Company and under which such property has been entered in the Insured's books of account.

Disposal of salvage

Without diminishing the rights of the Company to rely on the provisions of the General conditions, in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the Insured, provided that the Insured can establish to the satisfaction of the Company that to do so will prejudice their interests, in which event the Company agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

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

Escalation clause (If stated in the Schedule to be included)

During each period of insurance or if a monthly policy, each period of 12 consecutive months from the inception or anniversary date, the sum(s) insured under columns 1 and/or 3 of this Section shall be increased by that portion of the percentage specified in the Schedule, which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall apply only to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the Insured shall notify the Company of the sum(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this Clause shall cease to apply.

The additional premium for this extension shall be 50% of the premium produced by applying the percentage specified to the annual premium or if a monthly policy, 12 times the monthly premium for the sum insured to which this Extension applies.

Fire extinguishing charges

Reasonable costs and expenses relating to the extinguishing or fighting of Fire shall be deemed to be Damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section, provided that the Insured is legally liable for such costs and the property insured was in danger from the Fire. The Company shall not be liable to pay more than the percentage stated in the Easy Guide to Clauses & Included Extensions of the applicable Sum Insured.

Government and other authorities agreements

The Insured shall not be prejudiced by signing any agreement with any entity such as Transnet, any government or quasi government department, provincial administration, municipality and/or similar body covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature

Hail, shade nets, canopies and awnings

The amount payable in respect of loss or Damage to hail and shade netting and textile and fabric awnings, blinds and canopies in the open at the insured premises stated in the Schedule caused by hail, wind, snow or storm shall be limited to the following percentages of the reinstatement costs of such netting, awnings, blinds and canopies immediately prior to such Damage:

Age of hail and shade nets	Percentage of replacement costs payable
0 to 24 months	100%
More than 24 months not exceeding 36 months	85%
More than 36 months not exceeding 48 months	70%
More than 48 months not exceeding 60 months	55%
More than 60 months	0%
Age of awnings, blinds and canopies	Percentage of replacement costs payable
0 to 120 months	100%
More than 120 months	50%

1. The words "wear and tear or gradual deterioration" as stated as an exclusion under Insured Peril 5, Special Perils is not applicable to hail and shade netting and their structures and textile and fabric awnings, blinds and canopies insured under this Section.
2. The Insured will be responsible for the first amount payable as stated in the Schedule which will apply notwithstanding any reduction of reinstatement costs provided for above.

Inflation clause (If stated in the Schedule to be included)

The Company will pay the additional costs of reinstatement or replacement incurred between the time of the loss and actual reinstatement or replacement which are due to escalation in costs.

Provided always that;

1. the indemnity herein shall be without force or effect if the insured is unable or unwilling to reinstate or replace the property damaged on the same or another site;
2. any amounts payable which may be indemnified in terms of any other policy shall be deducted from any amount payable in terms of this policy,
3. this extension is limited to the percentage specified in the schedule based on the replacement value at the time of loss.

The additional premium payable hereon may be 25% of the premium produced by applying the percentage(s) specified to the annual premium on the sum(s) insured specified.

Limitations

The Company's liability under column 3 of the Schedule is restricted to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule in respect of:

1. money and stamps; and.
2. documents, manuscripts, business books, plans, computer systems, records and media, designs, patterns, models and moulds to the value of materials and sums expended in labour.

Mortgagees

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

Municipal plans scrutiny fee

The insurance under column 1 of the Schedule includes municipal plans scrutiny fees, provided that the total amount recoverable under any item shall not exceed the Sum Insured on the building affected

Public authorities requirements

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

1. the amount recoverable under this clause shall not include:
 - 1.1 the cost incurred in complying with any of the aforesaid regulations:
 - 1.1.1 in respect of Damage occurring prior to granting of this clause;
 - 1.1.2 in respect of Damage not insured under this section;
 - 1.1.3 under which notice has been served upon the Insured prior to the happening of the Damage;
 - 1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;
 - 1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
 - 1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate), subject to the liability of the Company under this clause not being thereby increased;
3. if the liability of the Company under any item of this Section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this Section, then the liability of the Company under this clause in respect of any such item shall be reduced in like proportion (equivalent to the percentage by which the liability has been reduced);
4. the total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

Public supply connections

This Section is extended to cover accidental (sudden and unforeseen) Damage to water, sewerage, gas, electricity and telecommunication connections, the property of the Insured or for which they are legally responsible, between the property insured and the public supply or mains

Reinstatement value conditions

In the event of property other than stock being 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 nor more extensive than the insured property when new, provided that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment, beyond the amount which would have been payable if these Reinstatement Value Conditions had not been incorporated herein, shall be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these Conditions had not been incorporated herein;
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 Damaged, exceeds the sum insured thereon at the commencement of any Damage to such property, the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion (equivalent to the percentage by which the cost exceeds the sum insured) of the loss accordingly. Each item of this Section (if more than one) to which these conditions apply shall be separately subject to this provision;
4. these Conditions shall be without force or effect if:
 - 4.1 the Insured fail to intimate to the Company, within 6 months of the date of damage, or such further time as the Company may in writing allow, their intention to replace or reinstate the property;
 - 4.2 the Insured are unable or unwilling to replace or reinstate the property on the same or another site.

Rent (If insured under Column 2 in the Schedule)

The Company will pay the amount of rent receivable, rent payable or rental value (as the case may be) defined hereunder in the event of the premises stated in the Schedule being rendered untenable during the term specified therein in consequence of damage by a Defined Event.

1. Rent receivable means the actual rent receivable by the Insured at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let.
2. Rent payable means the actual rent payable by the Insured to the owner or landlord of the said premises.
3. Rental value means the actual rental value of the said premises.

The amount payable in terms of this clause shall be in the proportion which the amount insured bears to the actual rent receivable, rent payable or rental value of the premises as the case may be and, if the premises are not untenable during the whole of the aforesaid term, the Company shall only be liable to pay such proportion of the amount payable as the period of time during which the premises may remain untenable bears to the whole term specified above, but the period shall not exceed the time which would be required to place the premises in a tenable condition.

Security costs

The Company will pay for costs actually and necessarily incurred with the Company's prior consent to protect or attempt to protect any insured property following Defined Event, provided that, in respect of any one event, the benefit under this Extension shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Stock declaration conditions (If stated in the Schedule to be included)

In respect of stock and materials in trade insured under this Section being subject to these Stock Declaration Conditions, the premium is calculated at 75% of the Sum or Sums insured thereon, subject to the following Specific conditions.

1. The Insured shall declare to the Company in writing the market value of their stock and materials in trade on the last day of each month/quarter (as stated in the Schedule) and shall make such declaration within 30 days thereof, otherwise they shall be deemed to have declared the Sum Insured on such property as the market value thereof.
2. After the expiry of each period of insurance or if a monthly policy, each period of 12 consecutive months from the inception or anniversary date, the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium shall differ from the provisional premium, the difference shall be payable by or to the Insured as the case may be, but the amount payable by the Company shall not exceed 50% of the provisional premium.

3. Any claim hereunder shall be settled on the basis of the market value immediately anterior to the Damage.
4. If, after the occurrence of Damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount. The provisions of this Condition shall, if applicable, operate cumulatively with the provisions of the Specific condition relating to Average.
5. In consideration of the insurance not being reduced by the amount of any loss, the Insured shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium.
6. The liability of the Company shall not exceed the Sum Insured and premium shall not be receivable on values in excess thereof.
7. The above Specific conditions shall apply separately to each item stated in the Schedule to which these Stock Declaration Conditions apply.

Temporary removal

Except in so far as it is otherwise insured, the property insured is covered whilst temporarily removed elsewhere on the premises stated in the Schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi, provided that:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured applicable to any item;
2. the amount payable under this clause shall not exceed the amount that would have been payable had the Damage occurred on that part of the premises from which the insured property is temporarily removed.

Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as, after any such act or omission, which is a contravention of any of the terms, exceptions or conditions of this Section, comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

Buildings combined

Defined events

Loss or damage (hereinafter in this Section referred to as Damage), to the whole or part of the property (as defined under Definitions) described in the Schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by the Insured perils described:

1. in Sub-Section A to the Buildings
2. in Sub-Section B to public supply connections
3. Loss of Rent as provided for in Sub-Section C
4. Legal Liability as provided for in Sub-Section D

Definitions

Buildings

Shall mean all of the buildings including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos, unless otherwise stated in the Schedule) and sporting and recreational structures, securely attached landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts and fences, and tarred or paved roads, driveways, paths or parking areas;

Damage

Shall mean physical loss, damage or destruction

Unoccupancy / Unoccupied

Shall mean a building shall be deemed to be unoccupied if more than 80% of its total floor area is not occupied and that the presence of security personnel in the building or on the premises does not constitute occupancy of the building

Sub-Section A - Property

1. fire;
2. lightning or thunderbolt;
3. explosion;
4. earthquake or volcanic eruption but excluding Damage to property in the underground workings of any mine.
5. special perils: Damage caused by:
 - 5.1 storm, wind, water, hail or snow, provided that the Company shall not be liable for Damage to property:
 - 5.1.1 arising from its undergoing any process necessarily involving the use or application of water;
 - 5.1.2 caused by tidal wave originating from an earthquake,
 - 5.1.3 caused by sea surge
 - 5.1.4 in the underground workings of any mine;
 - 5.1.5 in the open (other than buildings, structures and plant designed to exist and or operate in the open) unless unless specifically insured as a separate item in the Schedule;
 - 5.1.6 in any structure not completely roofed unless unless specifically insured as a separate item in the Schedule;
 - 5.1.7 being retaining wall unless unless specifically insured as a separate item in the Schedule;
 - 5.2 aircraft and other aerial devices or articles dropped therefrom;
 - 5.3 impact by rocks and boulders, animals, trees (except falling trees whilst contractors are engaged in the felling thereof), aerals, satellite dishes or vehicles, excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

Provided that Special Perils above does not cover:

1. wear and tear or gradual deterioration;
2. Damage caused or aggravated by;
 - 2.1 leakage or discharge from any sprinkler or drencher system or other fire extinguishing installation or appliance in the buildings insured hereby or in buildings containing property insured hereby;
 - 2.2 subsidence or landslip;
 - 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any Damage.
 - 2.4 mildew, damp, rising damp, rust, corrosion or rot;
6. theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building. If any insured building or insured property contained therein becomes unoccupied for 30 consecutive days, this cover is suspended in respect of loss of or Damage to the property affected unless the Insured, before the occurrence of Damage, obtains the written agreement of the Company to continue this insurance. During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any loss or damage equal to 20% of the claim, before deduction of any first amount payable.
7. accidental damage to sanitary ware, but the amount payable in respect of any one event will be reduced by the first amount payable as stated in the Schedule.

Specific condition

Average (not applicable to Peril 9)

If the property insured is, at the commencement of any Damage to such property by any insured peril, collectively of greater value than the sum insured thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share (equal to the percentage by which the value exceeds the Sum Insured) of the loss accordingly. Every item, if more than one, shall be separately subject to this Condition.

Sub-Section B - Public supply connections

Accidental (sudden and unforeseen) Damage to water, sewerage, gas, electricity and telecommunication connections, the property of the Insured or for which they are legally responsible, between the property insured and the public supply or mains.

Sub-Section C - Rent

Loss of Rent as a result of the property insured being so Damaged by any of the perils specified as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured on the affected property. The basis of calculation shall be the rent payable immediately preceding the Damage or its equivalent in rental value.

Sub-Section D - Liability

Damages for which the Insured shall become legally liable to pay consequent upon accidental death or illness of or bodily injury to any person (hereinafter termed Injury) or accidental loss of or physical damage to tangible property (hereinafter termed Damage) occurring during the period of insurance in, on or about the property insured and arising from the Insured's ownership or occupancy thereof, provided that the amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source, shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Specific exceptions (Applicable to Sub-Section D)

The Company will not indemnify the Insured under this Sub-Section in respect of:

1. Injury or Damage sustained by:
 - 1.1 any member of the same household as the Insured;
 - 1.2 any person employed by the Insured or under a contract of service with or apprenticeship to the Insured and arising directly from and in the course of such employment by the Insured;
 - 1.3 any other person resulting from the ownership of or use by or on behalf of the Insured of any mechanically propelled vehicle (except pedal cycles and lawnmowers);
2. Damage to property:
 - 2.1 belonging to the Insured;
 - 2.2 in the custody or control of the Insured or any employee of the Insured;
 - 2.3 caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;
3. Liability assumed by agreement, unless liability would have attached to the Insured notwithstanding such agreement;
4.
 - 4.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence;
 - 4.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

This Exception shall not extend the Policy to cover any liability which would not have been insured under this Section in the absence of this Exception;
5. Fines, penalties, punitive, exemplary or vindictive damages;
 - 5.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini,
 - 5.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6.1 above.

Memoranda to Sub-Section D

1. Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company, in respect of any one event, shall not exceed the Limit of indemnity stated in the Schedule.
2. Provided that the aggregate liability of the Company is not increased beyond the Limit of indemnity stated, the Company will also indemnify, as though a separate policy had been issued to each:
 - 2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
 - 2.2 any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance.
3. In respect of this Sub-Section D only, General Exception 1 is deleted and replaced by the following:
 "This Sub-Section does not cover Injury, Damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."
4. If, at the time of any event giving rise to a claim under this Sub-Section, indemnity is also provided under any other insurance, this Sub-Section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.
5. Notwithstanding Specific Exception 3, the Company will indemnify the Insured if a garden services firm is engaged under contract in the maintenance of the garden at the premises stated in the Schedule and is legally liable for the acts or omissions of the employees of the garden services in the course of their employment at these premises.

Clauses, extensions and limitations

Accidental damage to geysers

This extension covers accidental (sudden and unforeseen) loss or Damage to geysers, solar geysers, water tanks, water apparatus, water heating systems and water pipes following sudden and unforeseen bursting, leaking or rupturing, the property of the insured installed in the buildings described in the Schedule, provided that:

1. this Extension does not cover structural defects, faulty design or poor workmanship;
2. if any insured building or structure becomes unoccupied for more than 30 consecutive days, the insurance in respect of this Extension is suspended;
3. the Company's liability, in respect of any one event, shall not exceed the limit and first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Alterations and misdescription clause

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

Architects and other professional fees

The insurance under Sub-Section A includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the insured property following Damage, by an insured event but in no case exceeding the percentage indicated in the Easy Guide to Clauses & Included Extensions Schedule or the amount payable in respect of such Damage, provided that the total amount recoverable shall not exceed the sum insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Capital additions

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum/s insured) to the property other than stock and materials in trade for an amount not exceeding the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured thereon, it being understood that the Insured undertakes to advise the Company each quarter or if a monthly policy, each month, of such alterations, additions and improvements and to pay the appropriate premium thereon.

Cost of demolition, clearing and erection of hoardings

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the demolition of buildings and machinery and/or the removal of debris (including stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following Damage to the insured property, provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

The Company will not pay for any costs or expenses:

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

Costs of removal of fallen trees

The insurance under this Section covers costs reasonably and necessarily incurred in removing trees or parts of trees from the dwelling(s) or premises as described in the Schedule that have fallen following an event as defined under Sub-Section A, provided that, in respect of any one event, the benefit shall not exceed the Easy Guide to Clauses & Included Extensions Schedule.

Damage by wild baboons, monkeys or other wild animals

This section is extended to include loss of or Damage to the building(s) and the contents inside a fully enclosed building(s) as stated in the schedule, caused by wild baboons, monkeys or animals, provided that:

1. wild baboons, monkeys or animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and do not include rodent(s), moth and vermin;

provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Damage to buildings resulting from theft or attempted theft

The insurance under this extension includes loss of or Damage to the buildings including securely attached fixtures and fittings at the insured premises in the course of;

1. theft or any attempt thereat, or
2. as a result of theft, or any attempt thereat, following violence or threat of violence.

Re-imbursement by the Company of all reasonable costs and expenses incurred by the Insured in effecting such temporary repairs and in taking such temporary measures as may be necessary after Damage giving rise to a claim under this Extension, provided that, the Company's liability in respect of any one event shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included for 1 and 2.

Escalation clause (If stated in the Schedule to be included)

During each period of insurance or if a monthly policy, each period of 12 consecutive months from the inception or anniversary date, the sum(s) insured under Sub-Section A shall be increased by that portion of the percentage specified in the Schedule, which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall apply only to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the Insured shall notify the Company of the sum(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this Clause shall cease to apply.

The additional premium for this extension shall be 50% of the premium produced by applying the percentage specified to the annual premium or if a monthly policy, 12 times the monthly premium for the sum insured to which this Extension applies.

Fire extinguishing charges

Reasonable costs and expenses relating to the extinguishing or fighting of Fire shall be deemed to be Damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section, provided that the Insured is legally liable for such costs and the property insured was in danger from the Fire. The Company shall not be liable to pay more than the percentage stated in the Easy Guide to Clauses & Included Extensions of the applicable Sum Insured.

Garden and water features

The Company will pay up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for costs incurred by the Insured in restoring Damaged landscaped gardens and water features following fire, lightning, thunderbolt, volcanic eruption, subterranean fire, special perils, earthquake, malicious Damage or explosion.

Government and other authorities agreements

The Insured shall not be prejudiced by signing any agreement with any entity such as Transnet, any government or quasi government department, provincial administration, municipality and/or similar body covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature

Hail, shade nets, canopies and awnings

The amount payable in respect of loss or Damage to hail and shade netting and textile and fabric awnings, blinds and canopies in the open at the insured premises stated in the Schedule caused by hail, wind, snow or storm shall be limited to the following percentages of the reinstatement costs of such netting, awnings, blinds and canopies immediately prior to such Damage:

Age of hail and shade nets	Percentage of replacement costs payable
0 to 24 months	100%
More than 24 months not exceeding 36 months	85%
More than 36 months not exceeding 48 months	70%
More than 48 months not exceeding 60 months	55%
More than 60 months	0%
Age of awnings, blinds and canopies	Percentage of replacement costs payable
0 to 120 months	100%
More than 120 months	50%

1. The words "wear and tear or gradual deterioration" as stated as an exclusion under Insured Peril 5, Special Perils is not applicable to hail and shade netting and their structures and textile and fabric awnings, blinds and canopies insured under this Section.
2. The Insured will be responsible for the first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule which will apply notwithstanding any reduction of reinstatement costs provided for above.

Inflation clause (If stated in the Schedule to be included)

The Company will pay the additional costs of reinstatement or replacement incurred between the time of the loss and actual reinstatement or replacement which are due to escalation in costs.

Provided always that;

1. the indemnity herein shall be without force or effect if the insured is unable or unwilling to reinstate or replace the property damaged on the same or another site;
2. any amounts payable which may be indemnified in terms of any other policy shall be deducted from any amount payable in terms of this policy,
3. this extension is limited to the percentage specified in the schedule based on the replacement value at the time of loss.

The additional premium payable hereon may be 25% of the premium produced by applying the percentage(s) specified to the annual premium on the sum(s) insured specified.

Loss or damage to locks and keys

This Section is extended to indemnify the Insured in respect of the cost of replacing locks and keys including the remote and/or alarm controller and, if necessary, the reprogramming of such coded alarm system of the insured building following upon loss of or Damage to any lock or key, remote or alarm controller or upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote or alarm controller, whether or not obtained by violence or threat of violence.

This Section also covers the reasonable expenses incurred in an emergency to call in a locksmith as a result of the loss of or Damage to such lock, key, remote and/or alarm controller, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Malicious damage extension

Damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such Damage, other than Damage to:

1. movable property which is:
 - 1.1 stolen;
 - 1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
2. moveable or immovable property which is damaged by thieves while breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;
3. immovable 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; the said immovable property or any part/s thereof with the intention of stealing any part/s thereof,

Provided that this Peril does not cover:

4. damage related to or caused by fire or explosion;
5. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured under this policy;
6. damage resulting from total or partial cessation of work, or the retarding, interruption or cessation of any process or operation;
7. damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
8. loss or damage related to or caused by any occurrence referred to in General Exceptions (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Proviso 4, 5, 6, 7 or 8, 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 the written agreement of the Company to continue this Extension.

During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable as stated in the Schedule.

Mortgagees

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

Municipal plans scrutiny fee

The insurance under column 1 of the Schedule includes municipal plans scrutiny fees, provided that the total amount recoverable under any item shall not exceed the Sum Insured on the building affected

Prevention of access (Applicable to Sub-Section C)

If property within a 10 km radius of the premises stated in the Schedule is lost or Damaged by a peril defined in Sub-Section A during the period of insurance, and this prevents or hinders the use of or access to the property insured by this Section, the Company will pay any Loss of Rent the Insured may incur as a result thereof up to an amount not exceeding the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured on the affected property. The Loss of Rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

Public authorities requirements

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

1. the amount recoverable under this clause shall not include:
 - 1.1 the cost incurred in complying with any of the aforesaid regulations:
 - 1.1.1 in respect of Damage occurring prior to granting of this clause;
 - 1.1.2 in respect of Damage not insured under this section;
 - 1.1.3 under which notice has been served upon the Insured prior to the happening of the Damage;
 - 1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;
 - 1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
 - 1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate), subject to the liability of the Company under this clause not being thereby increased;
3. if the liability of the Company under any item of this Section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this Section, then the liability of the Company under this clause in respect of any such item shall be reduced in like proportion (equivalent to the percentage by which the liability has been reduced);
4. the total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

Reinstatement value conditions

In the event of property being 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 nor more extensive than the insured property when new, provided that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment, beyond the amount which would have been payable if these Reinstatement Value Conditions had not been incorporated herein, shall be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these Conditions had not been incorporated herein;
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 Damaged, exceeds the sum insured thereon at the commencement of any Damage to such property, the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion (equivalent to the percentage by which the cost exceeds the sum insured) of the loss accordingly. Each item of this Section (if more than one) to which these conditions apply shall be separately subject to this provision;
4. these Conditions shall be without force or effect if:
 - 4.1 the Insured fail to intimate to the Company, within 6 months of the date of damage, or such further time as the Company may in writing allow, their intention to replace or reinstate the property;
 - 4.2 the Insured are unable or unwilling to replace or reinstate the property on the same or another site.

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

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

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

Provided that this Peril does not cover:

3. loss or damage occurring in the Republic of South Africa or Namibia;
4. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
5. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or damage related to or caused by any occurrence referred to in General Exceptions (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos 3, 4, 5, 6 and 7, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Security costs

The Company will pay for costs actually and necessarily incurred with the Company's prior consent to protect or attempt to protect any insured property following Defined Event, provided that, in respect of any one event, the benefit under this Extension shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Security firms (Applicable to Sub-Section D)

Notwithstanding Specific exception 3, if, in terms of a contract with a security firm engaged in the course of the Insured's business (as owner of the premises specified in the Schedule) to protect the Insured's property at the premises stated in the Schedule, the Insured becomes legally liable for any act or omission of any employee of the security firm in the course of his/her employment at these premises, then this Sub-Section includes such legal liability to the extent that indemnity would have been granted under this

Sub-Section had the said employee been under a contract of service to the Insured and not the security firm, but not exceeding the Limit of Liability stated in the Schedule for this Sub-Section.

If, at the time of an occurrence giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the Company shall not be liable to make any payment except in respect of any amount in excess of the amount payable under such other policy.

Subsidence and landslip - Limited Cover

1. This Section is extended to include Damage to the insured property identified in the Schedule, caused by subsidence, landslip, or heave of the land supporting that property, provided such Damage is not caused by, or does not arise from:
 - 1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
 - 1.2 alterations (including structural), additions or repairs to the building(s);
 - 1.3 the compaction or infill;
 - 1.4 defective or faulty design, materials or workmanship;
 - 1.5 excavations other than mining operations;
 - 1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
 - 1.7 removal or weakening of support to the insured property.
2. The Company will not be liable for;
 - 2.1 loss of 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 insured buildings are damaged at the same time are damaged at the same time by the same event,
 - 2.2 loss of or damage to solid floor slabs or any part of the insured property resulting from the movement of such slabs unless the foundation supporting the external walls of the insured building(s) are damaged by the same cause at the same time;
 - 2.3 consequential loss whatsoever;
 - 2.4 damage existing at commencement of cover.
3. The Company will not be liable for work necessary to prevent further loss or damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the insured property and any subsequent additions thereto.
4. The insured will be responsible for the first amount payable as stated in the Schedule.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of these Exceptions, any damage is not covered by this peril, the burden of proving the contrary shall be upon the insured.

Subsidence and landslip - extended cover (If stated in the Schedule to be included)

If this Peril is stated in the Schedule to be included, then it replaces the Subsidence and Landslip Peril – Limited Cover and reads as follows:

1. This Section is extended to include Damage to the insured property identified in the Schedule, caused by subsidence, landslip, or heave of the land supporting that property, provided such Damage is not caused by, or does not arise from:
 - 1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
 - 1.2 alterations (including structural), additions or repairs to the building(s);
 - 1.3 the compaction or infill;
 - 1.4 defective or faulty design, materials or workmanship;
 - 1.5 excavations other than mining operations;
 - 1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
 - 1.7 removal or weakening of support to the insured property identified in the Schedule.

2. The Company will not be liable for;
 - 2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the insured building(s) are damaged at the same time by the same event;
 - 2.2 consequential loss whatsoever;
 - 2.3 damage existing at commencement of cover.
3. The insured will be responsible for the first amount payable as stated in the Schedule.
In any action suit or other proceeding where the Company alleges that, by reason of the provisions of these Exceptions, any damage is not covered by this Extension, the burden of proving the contrary shall be upon the insured.

Temporary removal

Except in so far as it is otherwise insured, the property insured is covered whilst temporarily removed elsewhere on the premises stated in the Schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi, provided that:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured applicable to any item;
2. the amount payable under this clause shall not exceed the amount that would have been payable had the Damage occurred on that part of the premises from which the insured property is temporarily removed.

Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as, after any such act or omission, which is a contravention of any of the terms, exceptions or conditions of this Section, comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

Water leakage

The Company will indemnify the Insured for the costs of water lost through leakage from or bursting of pipes on the insured premises, where the Insured are responsible to pay the charge for such additional water consumed, provided that:

1. the quarterly reading of water consumption must have exceeded the average of the previous four quarterly readings by 50% or more;
2. the Company's liability in respect of any one incident shall not exceed the limit and the first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule.
3. the Company shall not be liable for more than two separate incidents in any one 12-month period;
4. the Insured shall, upon discovery of a leak or burst (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair or replace the pipe/s affected;
5. this Extension does not cover the cost of remedial action, including repair or replacement of the pipe/s affected;
6. the Company shall not be liable for claims:
 - 6.1 as a result of leaking taps, geysers, toilet systems or swimming pools;
 - 6.2 while the property is unoccupied for a period in excess of 30 consecutive days;
 - 6.3 where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

Office contents

Defined events

1. Loss of or damage (hereinafter in this Section referred to as Damage), to the whole or part of the contents (other than documents as defined in Sub-Section C and electronic data processing equipment) as stated in the Schedule by any of the perils specified in Sub-Section A.
2. Damage to the whole or part of the property insured under Sub-Section C and the consequences thereof as described in Sub-Section D.
3. Loss and/or expenditure described in Sub-Sections B and E.

Definitions

1. Contents shall mean

- 1.1 all contents contained in the office and/or consulting room situated as described in the Schedule but excluding documents as defined in Sub-Section C.
- 1.2 landlord's fixtures and fittings, the property of the Insured or for which they are legally responsible,
- 1.3 property owned by any partner or director or employee of the Insured, provided that the same is not otherwise insured and shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Sub-Section A – Contents

1. fire;
2. lightning or thunderbolt;
3. explosion;
4. earthquake or volcanic eruption but excluding Damage to property in the underground workings of any mine.
5. special perils: Damage caused by:
 - 5.1 storm, wind, water, hail or snow, provided that the Company shall not be liable for Damage to property:
 - 5.1.1 arising from its undergoing any process necessarily involving the use or application of water;
 - 5.1.2 caused by tidal wave originating from an earthquake,
 - 5.1.3 caused by sea surge
 - 5.1.4 in the underground workings of any mine;
 - 5.1.5 in the open (other than buildings, structures and plant designed to exist and or operate in the open) unless unless specifically insured as a separate item in the Schedule;
 - 5.1.6 in any structure not completely roofed unless unless specifically insured as a separate item in the Schedule;
 - 5.2 aircraft and other aerial devices or articles dropped therefrom,
 - 5.3 impact by rocks and boulders, animals, trees (except falling trees whilst contractors are engaged in the felling thereof), aerials, satellite dishes or vehicles, excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

Provided that Special Perils above does not cover:

1. wear and tear or gradual deterioration;
2. damage caused or aggravated by:
 - 2.1 leakage or discharge from any sprinkler or drencher system or other fire extinguishing installation or appliance in the buildings insured hereby or in buildings containing property insured hereby;
 - 2.2 subsidence or landslip;

- 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any Damage.
- 2.4 mildew, damp, rising damp, rust, corrosion or rot;
- 6. accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

Limitations clause

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

Specific conditions

Average (not applicable to Peril 8)

If the property insured is, at the commencement of any Damage to such property by any insured peril, collectively of greater value than the sum insured thereon, the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share (equal to the percentage by which the value exceeds the Sum Insured) of the loss accordingly. Each item of the Schedule covering such property shall be separately subject to this Condition.

Burglar alarm warranty (If stated in the Schedule to be applicable)

In respect of any premises stated in the Schedule as being subject to a burglar alarm warranty, it is hereby warranted as a material term of this Policy that:

1. where the installed alarm is a SAIDSA Approved (Pty) Ltd certified alarm:
 - 1.1 The Company will be entitled to request full information in respect of the relevant arming, disarming and monitoring log report after the occurrence of a loss;
 - 1.2 Damage to the property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by violence or threat of violence to any person or such key, keypad code or remote control was obtained by theft;
2. where the installed alarm is not a SAIDSA Approved (Pty) Ltd certified alarm:
 - 2.1 the said alarm is to be a radio-controlled and/or telephone-linked monitoring alarm where available (for the purposes of this requirement, monitoring shall mean that, once the alarm is triggered, a signal will be transmitted to the control room which includes a 24-hour armed reaction or response unit);
 - 2.2 it is also a requirement that such alarm system include anti-tampering measures which will log such events including, but not limited to, power cuts and the like;
 - 2.3 if the Company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
 - 2.4 the control panel shall have an event log and the arming and disarming of the alarm is to be logged and, after the occurrence of a loss, the Company will be entitled to request full information in respect of the arming, disarming, testing and monitoring log report;
 - 2.5 the burglar alarm installed at the premises shall be set and armed and made fully operational whenever the premises are not open for business, unless a principal, partner, director or employee of the Insured is on the premises;
 - 2.6 such alarm will be maintained in proper working order and tested at least once a month, but the Insured shall be deemed to have discharged their obligations in this regard if they have complied with the terms of a maintenance contract with the suppliers or servicing engineers of the alarm system;
 - 2.7 Damage to the property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by theft or by violence or threat of violence to any person.

Specific exception (Applicable to Sub-Section A)

This Sub-Section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi;
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of Sub-Section A), stock in trade, samples, motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones;
3. in respect of any one event, the first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule, if the loss or Damage is due to lightning strike;
4. consequential loss;
5. electronic data and processing equipment, computers and all related hardware and peripherals or information or data stored in or on any of the equipment and copier machines and scanners forming part of a data system or network.

Sub-Section B – Rent

Loss of Rent actually incurred by the Insured in consequence of the office premises or portion thereof being so damaged by any of the perils specified in Sub-Section A as to be rendered untenable, but only in respect of the period necessary for reinstatement.

The indemnity under this Sub-Section shall not exceed the percentage as stated in the Easy Guide to Clauses & Included Extensions Schedule of the sum insured of all contents at the office premises affected.

For the purposes of this Sub-Section, the term “office premises” shall be deemed to extend to any property or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

Sub-Section C – Documents

Loss of or damage (hereinafter termed Damage) to documents normally kept at the office premises by any peril not specifically excluded up to the limit as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Definition

The term documents

Shall mean films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the Insured in the business and owned by them or for which they are responsible,

but excluding money, current postage or revenue stamps, coupons (whether or not cancelled), securities, bearer bonds, cheques, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data-carrying media, unless otherwise stated in the Schedule.

The term ‘documents’ shall also include all of the types of documents described above that are in electronic format, provided that duplicate records of such documents are maintained away from the insured premises described in the Schedule.

Limitations clause

The Company’s liability under this Sub-Section C is limited to all costs, charges and expenses incurred by the Insured in replacing or restoring such documents.

Specific exception (Applicable to Sub-Section C)

This Sub-Section does not cover:

1. Damage caused by:
 - 1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning, in which case the insured will be liable for the first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule in respect of any one event;
 - 1.2 pests such as rodents, moths, insects, vermin or infestations thereof or inherent defect or by processing, copying or other work upon the documents;
 - 1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others.

This exception shall not apply to any director who is also an employee of the Insured and who the Insured have the right at all times to govern, control and direct in the performance of his work in the service of the Insured in the course of the business;

- 1.4 gradual deterioration or wear and tear;
- 1.5 costs involved in re-shooting films and videos and re-recording audio tapes.

Sub-Section D – Legal Liability Documents

Legal liability up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included as a direct consequence of loss of or Damage to documents as defined in Sub-Section C and in respect of which payment, reinstatement or repair has been effected or liability admitted by the Company under Sub-Section C, unless such payment, reinstatement, repair or liability has not been made or admitted solely because the Insured is required to bear the first portion of the loss.

Specific exception (Applicable to Sub-Section D)

1. This Sub-Section does not cover 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. In respect of Sub-Section D only, General Exception 1 (War, riot and terrorism) is deleted and replaced by the following:
 “This Sub-Section does not cover loss, damage, liability or expenditure directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.”

Sub-Section E – Increase in Cost of working

Any additional expenditure not otherwise provided for in this Section reasonably incurred by the Insured for the sole purposes of maintaining the normal operation of the business in consequence of loss or Damage in respect of which payment, reinstatement or repair has been effected or liability therefor admitted by the Company under Sub-Sections A or C.

The indemnity under this Sub-Section in respect of any one event shall not exceed the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the sum insured on all contents of the office premises affected.

Clauses, extensions and limitations

Accidental damage to geysers

This extension covers accidental (sudden and unforeseen) loss or Damage to geysers, solar geysers, water tanks, water apparatus, water heating systems and water pipes following sudden and unforeseen bursting, leaking or rupturing, the property of the insured installed in the buildings described in the Schedule, provided that:

1. this Extension does not cover structural defects, faulty design or poor workmanship;
2. if any insured building or structure becomes unoccupied for more than 30 consecutive days, the insurance in respect of this Extension is suspended;
3. the Company's liability, in respect of any one event, shall not exceed the limit and first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Alterations and misdescription

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

Capital additions

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum/s insured) to the property for an amount not exceeding the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the sum insured thereon, it being understood that the Insured undertake to advise the Company each quarter or if a monthly policy, each month of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Damage by wild baboons, monkeys or other wild animals

This section is extended to include loss of or Damage to the building(s) and the contents inside a fully enclosed building(s) as stated in the schedule, caused by wild baboons, monkeys or animals, provided that:

1. wild baboons, monkeys or animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and do not include rodent(s), moth and vermin;

Provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Damage to buildings resulting from theft or attempted theft

The insurance under this extension includes loss of or Damage to the buildings including securely attached landlord's fixtures and fittings at the insured premises in the course of;

1. theft or any attempt thereat, or
2. theft accompanied by forcible and violent entry into or exit from such building or premises or any attempt thereat, or
3. as a result of theft, or any attempt thereat, following violence or threat of violence.

Re-imbursement by the Company of all reasonable costs and expenses incurred by the Insured in effecting such temporary repairs and in taking such temporary measures as may be necessary after Damage giving rise to a claim under this Extension, Provided that, the Company's liability in respect of any one event shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included for 1, 2 and 3.

Fire extinguishing charges

Reasonable costs and expenses relating to the extinguishing or fighting of Fire shall be deemed to be Damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section, provided that the Insured is legally liable for such costs and the property insured was in danger from the Fire. The Company shall not be liable to pay more than the percentage stated in the Easy Guide to Clauses & Included Extensions of the applicable Sum Insured.

Loss or damage to locks and keys

This Section is extended to indemnify the Insured in respect of the cost of replacing locks and keys including the remote and/or alarm controller and, if necessary, the reprogramming of such coded alarm system of the insured premises following upon loss of or damage to any lock or key, remote or alarm controller or upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote or alarm controller, whether or not obtained by violence or threat of violence.

This Section also covers the reasonable expenses incurred in an emergency to call in a locksmith as a result of the loss of or damage to such lock, key, remote and/or alarm controller, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Malicious damage

Damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such Damage, other than Damage to:

1. movable property which is:
 - 1.1 stolen;
 - 1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
2. moveable or immovable property which is damaged by thieves while breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;
3. immovable 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 thereat of;
 - 3.2 the demolition or partial demolition or any attempt thereat of; the said immovable property or any part/s thereof with the intention of stealing any part/s thereof,

Provided that this peril does not cover:

4. Damage related to or caused by fire or explosion;
5. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured under this policy;

6. Damage resulting from total or partial cessation of work, or the retarding, interruption or cessation of any process or operation;
7. Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
8. loss or damage related to or caused by any occurrence referred to in General Exceptions (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Proviso 4, 5, 6, 7 or 8, 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 the written agreement of the Company to continue this Extension.

During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable as stated in the Schedule.

New and additional premises

If the Insured shall occupy offices or consulting rooms other than those situated as stated in the Schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi, the insurance by this Section shall apply as though such offices or consulting rooms were office premises within the meaning of this Section, provided that:

1. the Insured shall, within a reasonable time of taking occupation, advise the Company thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the then current period of insurance;
2. this clause shall not apply to any loss if and so far as the same is otherwise insured.

Removal of debris

The insurance under this Section is extended to include such reasonable costs and expenses as may be necessarily incurred by the Insured in respect of the removal of debris following Damage to the insured property by any peril hereby insured against, provided that the liability of the Company for such Damage and costs and expenses shall not exceed in the aggregate the sum expressed in the Schedule to be insured on the property affected.

The Company will not pay for any costs or expenses:

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

Replacement value conditions

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new, or the repair of the contents to a condition substantially the same as but not better than its condition when new, provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or Damaged beyond repair, exceeds the Sum Insured thereon at the time of the Damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion (equal to the percentage by which the cost exceeds the Sum Insured) of the loss accordingly.

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

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

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

Provided that this Peril does not cover:

3. loss or damage occurring in the Republic of South Africa or Namibia;
4. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

5. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or damage related to or caused by any occurrence referred to in General Exceptions (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos 3, 4, 5, 6 or 7, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Security costs

The Company will pay for costs actually and necessarily incurred with the Company's prior consent to protect or attempt to protect any insured property following Defined Event, provided that, in respect of any one event, the benefit under this Extension shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Temporary removal

Except in so far as it is otherwise insured, the property insured is covered whilst temporarily removed elsewhere on the premises stated in the Schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi, provided that:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured applicable to any item;
2. the amount payable under this clause shall not exceed the amount that would have been payable had the Damage occurred on that part of the premises from which the insured property is temporarily removed.

Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as, any such act or omission which is a contravention of any of the terms, exceptions or conditions of this Section comes to their knowledge and will be responsible for any additional premium payable from the date any increased risk shall be assumed by the Company.

Theft by forcible entry (Is stated in the Schedule to be included)

The following peril is added to the perils applicable to Sub-Section A:

"9. Theft accompanied by forcible and violent entry into or exit from the offices and/or consulting rooms or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence, provided that:

1. the Company will not be liable under this Extension for theft or attempted theft by any principal, partner, director or employee of the Insured;
2. the maximum amount payable in respect of any one event will not exceed the Sum Insured shown in the Schedule for this Extension;
3. the amount payable will be reduced by the first amount payable shown in the Schedule for this Extension.

Theft (If stated in the Schedule to be included)

The following peril is added to the perils applicable to Sub-Section A:

"9. Theft or any attempt thereat other than by any principal, partner, director or employee of the insured, provided that:

1. the maximum amount payable in respect of any one event will not exceed the sum insured shown in the Schedule for this Extension
2. the amount payable will be reduced by the first amount payable shown in the Schedule for this Extension.

Business interruption

Defined events

Loss following interruption of or interference with the Business in consequence of Damage occurring during the period of insurance at the Premises in respect of which payment has been made or liability admitted under:

1. the Fire Section of this policy,
2. the Buildings Combined Section of this policy,
3. the Office Contents Section of this policy,
4. any other material damage insurance covering the interest of the Insured,

but only in respect of included perils as defined in the Fire, Buildings Combined or Office Contents Sections of this policy (hereinafter termed Damage)

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

The Company will indemnify the Insured in accordance with the provisions of the cover hereinafter set out, and as stated in the Schedule.

Definitions

Annual turnover, annual revenue and annual gross rentals

The Turnover (Revenue) (Gross Rentals) during the 12 months immediately before the date of the Damage and adjusted in terms of the Adjustment Clause.

Business

The Business description of the Insured as stated in the Schedule.

Premises

The Premises of the Insured as stated in the Schedule.

Gross profit (Additions Basis)

The sum produced by adding to the net profit the amount of the insured standing charges or, if there is no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the Business.

Gross profit (Difference Basis)

The amount by which

1. the sum of the turnover and the amount of the closing stock shall exceed
2. the sum of the amount of the opening stock and the amount of the uninsured costs.

The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

Gross rentals

The money paid or payable to the Insured by tenants in respect of Rental of the Premises and for services rendered.

Indemnity period

The period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the Schedule (as the maximum Indemnity Period), during which the results of the business shall be affected (either positively or negatively) in consequence of the Damage.

Insured standing charges

As specified in the Schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).

Net profit

The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

Rate of gross profit

The rate of Gross Profit earned on the turnover during the financial year immediately before the date of the Damage and adjusted in terms of Clause the Adjustment Clause.

Revenue

The money paid or payable to the Insured for goods sold and for services rendered in the course of the Business at the Premises

Standard turnover, standard revenue and standard gross rentals

The Turnover (Revenue) (Gross Rentals) during the 12 months immediately before the date of the Damage and adjusted in terms of Clause the Adjustment Clause.

Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

Uninsured costs

As specified in the Schedule (the words and expressions used shall have the meaning usually attached to them in the books of account of the Insured).

Specific conditions

- The insurance under this Section shall immediately cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
- On the happening of any Damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and, in the event of a claim being made under this Section, shall, not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow, at their own expense, deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom.
- No claim under this Section shall be payable unless the terms of this Specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

Specification

Item 1 – Gross profit

1.1 Difference Basis

The insurance under this Item is limited to loss of Gross Profit due to:

- 1.1.1 reduction in turnover; and
- 1.1.2 increase in cost of working;

and the amount payable as indemnity hereunder shall be:

- 1.1.1 in respect of reduction in turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover;
- 1.1.2 in respect of increase in cost of working; the additional expenditure necessarily and reasonably incurred (in an actual and demonstrable way) for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of Gross Profit is less than the sum produced by applying the rate of Gross Profit to the annual Turnover where the maximum indemnity Period is 12 months or less, or the appropriate multiple (as a factor of 12) of the annual Turnover where the maximum Indemnity Period exceeds 12 months.

1.2 Additions Basis

The insurance under this Item is limited to loss of Gross Profit due to:

- 1.2.1 reduction in turnover; and
- 1.2.2 increase in cost of working;

and the amount payable as indemnity hereunder shall be:

- 1.2.1 in respect of reduction in turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover;
- 1.2.2 in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred (in an actual and demonstrable way) for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the insured standing charges as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of Gross Profit is less than the sum produced by applying the rate of Gross Profit to the annual Turnover where the maximum indemnity Period is 12 months or less, or the appropriate multiple (as a factor of 12) of the annual Turnover where the maximum Indemnity Period exceeds 12 months.

Memo

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

Item 2 – Gross rentals

The insurance under this Item is limited to:

- 2.1 loss of gross rentals; and
- 2.2 increase in cost of working;

and the amount payable as indemnity hereunder shall be:

- 2.1 in respect of gross rentals, the amount by which the Gross Rentals during the Indemnity Period shall, in consequence of the Damage, fall short of the standard Gross Rentals;
- 2.2 in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred (in an actual and demonstrable way) for the sole purpose of avoiding or diminishing the loss of Gross Rentals which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the loss of Gross Rentals thereby avoided,

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

Item 3 – Revenue

The insurance under this Item is limited to:

- 3.1 loss of revenue; and
- 3.2 increase in cost of working;

and the amount payable as indemnity hereunder shall be:

- 3.1 in respect of loss of revenue, the amount by which the Revenue during the Indemnity Period shall, in consequence of the Damage, fall short of the standard Revenue
- 3.2 in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred (in an actual and demonstrable way) for the sole purpose of avoiding or diminishing the loss of Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the loss of Revenue thereby avoided,

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

Item 4 – Additional increase cost of working

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

Item 5 – Wages (Number of Weeks)

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 utilised 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 utilised by the Insured to the full, provided that, if the sum insured by this Item is less than the aggregate amount of the Wages that would have been paid during the specified number of weeks immediately following the Damage had the Damage not occurred, the amount payable will be proportionately reduced.

Item 6 – Fines and penalties for breach of contract

The insurance under this Item is limited to fines or penalties for breach of contract, and the amount payable as indemnity hereunder shall be such sum as the Insured shall be legally liable to pay and shall pay in discharge of fines or penalties incurred solely in consequence of Damage for non-completion or late completion of orders.

Clauses, extensions and limitations

Accidental Damage (If stated in the Schedule to be included)

The following Defined Event is added:

“Loss following interruption of or interference with the business in consequence of Damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under Defined Event (I) of the Accidental Damage Section of this policy (hereinafter termed Damage), provided that

1. the provision under any Item of this Section that the payment will be reduced proportionately if the amount insured by the Item is not adequate, is deleted in respect of this extension;
2. the Company shall not pay more than the sum insured stated in the Schedule of the Accidental Damage Section for both this Section and the Accidental Damage Section combined.”

Accountants clause

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company 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. Notwithstanding this provision, the Insured is still required to comply with the General conditions regarding the provision of information and proofs as the Company may require.

Accumulated stocks clause

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

Adjustment clause

Annual Gross Rentals, Annual Revenue, Annual Turnover, rate of Gross Profit, standard Gross Rentals, Standard Revenue and Standard Turnover as defined shall be adjusted as necessary to provide for the trend of the Business and for variations or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

If the Damage occurs before the completion of the first year's trading of the Business at the Premises, the value of Annual Gross Rentals, Annual Revenue, Annual Turnover, Rate of Gross Profit, Rate of Wages, Standard Gross Rentals, Standard Revenue and Standard Turnover shall be calculated by using values proportionate to the results obtained during the period between the commencement of the Business and the date of Damage.

If, during the Indemnity Period, goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Gross Rentals, Revenue, or Turnover during the Indemnity Period.

Departmental clause

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under Items 1 (Gross Profit), 2 (Gross Rentals) or 3 (Revenue) relating to reduction in Turnover/Gross Rentals/Revenue and increase in cost of working, shall apply separately to each department or branch affected by the Damage except that, if the sum insured by the relative item is less than the aggregate of the sums produced by applying the rate of gross profit to the relevant annual turnover/annual gross rentals/annual revenue (in each case proportionately increased where the number of months referred to in the Indemnity Period exceeds 12) for each department or branch of the business, whether or not affected by the Damage, the amount payable shall be proportionately reduced (equivalent to the percentage by which the aggregate annual Gross Rental or Annual Revenue exceeds the sum insured of the relative item).

Deposit premium clause (If stated in the Schedule to be included)

In consideration of the premium by Items 1, 2 or 3 being provisional in that it is calculated at 75% of the sum insured, the premium is subject to adjustment on expiry of each period of insurance or if a monthly policy, each period of 12 consecutive months from the inception or anniversary date as follows:

In the event of the Gross Profit/Gross Rentals/Revenue earned (proportionately increased if the number of months referred to in the definition of Indemnity Period exceeds 12 during the financial year most nearly concurrent with any period of insurance) being less or greater than 75% of the sum insured thereon, a pro rata return, or additional premium, not exceeding 33,3% of the provisional premium paid for such period of insurance, will be made in respect of the difference.

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

Extensions to other premises

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage at the undernoted situations or to property as undernoted, shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

1. Additional premises

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

2. Contract sites

Any situation not occupied by the Insured where the Insured is carrying out a contract.

3. Prevention of access

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

4. Prevention of access – extended cover (If stated in the Schedule to be included)

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

5. Public telecommunications – Insured perils only (If stated in the Schedule to be included)

- 5.1 property at the premises of any public authority which is empowered by law to supply telecommunication facilities to the insured;
- 5.2 the transmission facilities network of the public authority mentioned in 5.1 above,

Cover in respect of this extension is subject to the following conditions:

- 5.3 The Indemnity Period for this extension will be limited to a maximum of 3 months.
- 5.4 Maximum amount payable under this included extension will be limited to 90% of the Business Interruption cover or R 25,000,000 VAT Inclusive, whichever is the lesser amount.
- 5.5 Without limitation to the application of any General Exclusion in the policy, the damage, loss, or interruption of a supply to the premises of the Insured as covered by this extension must not be excluded in terms of the Electricity Supply Network Interruption exclusion. The Electricity Supply Network Interruption exclusion will however not find application in respect of a claim under this extension where the interruption, interference or suspension of any electricity supply which causes damage or loss or otherwise covered by this extension does not affect an area greater than any one single municipal area.

6. Public utilities – Insured perils only (If stated in the Schedule to be included)

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

Cover in respect of this extension is subject to the following conditions:

- 6.1 The Indemnity Period for this extension will be limited to a maximum of 3 months.
- 6.2 Maximum amount payable under this extension will be limited to 90% of the Business Interruption cover or R 25,000,000 VAT Inclusive, whichever is the lesser amount.
- 6.3 Without limitation to the application of any General Exclusion in the policy, the damage, loss, or interruption of a supply to the premises of the Insured as covered by this extension must not be excluded in terms of the Electricity Supply Network Interruption exclusion. The Electricity Supply Network Interruption exclusion will however not find application in respect of a claim under this extension where the Interruption, interference or suspension of any electricity supply which causes Damage or loss or otherwise covered by this extension does not affect an area greater than any one single municipal area.

7. Specified customers (If stated in the Schedule to be included)

The premises of the direct customers specified in the Schedule subject to the insured amount(s) stated in the Schedule per customer.

8. Specified suppliers / Sub-Contractors (If stated in the Schedule to be included)

The premises of the direct suppliers and direct sub-contractors specified in the Schedule subject to the insured amount(s) stated in the Schedule per supplier or sub-contractor.

9. Storage, transit and vehicles

Property of the Insured while stored or while in transit by air, road, rail or inland waterway or being motor vehicles of the Insured elsewhere than at Premises occupied by the Insured.

10. Unspecified suppliers (if stated in the Schedule to be included)

The premises of any other of the Insured's direct suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which the Insured obtains electricity, gas or water, subject to the limit stated in the Schedule, provided that the Company's liability shall not exceed 20% of the Gross Profit Sum Insured.

Geographical limits

- 1. Extensions 2 (Contract Sites), 3 (Prevention of access), 4 (Prevention of access – extended), 7 (Specified Customers), 9 (storage, transit and vehicles) and 10 (Unspecified suppliers) of the Extensions to other premises are confined to the the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi or Mozambique.
- 2. Extensions 1 (Additional Premises), 5 (Public Telecommunications – Insured perils only) and 6 (Public Utilities – Insured perils only) of the Extensions to other premises are confined to the the Republic of South Africa and Namibia.

Output clause (Alternative basis)

At the option of the Insured, the term Output may be substituted for the term Turnover and, for the purposes of this Section, Output shall mean the sale or transfer value, as shown in the Insured's books, of goods manufactured or processed by the Insured at the Premises, provided that:

1. only the meaning of Output or the meaning of Turnover shall be operative in connection with any one event resulting in interruption;
2. if the meaning of Output be used:
 - 2.1 the Accumulated Stocks clause shall be inoperative;
 - 2.2 the memo at the end of the Definitions shall read:

"If, during the Indemnity Period, goods shall be manufactured or processed other than at the premises for the benefit of the business, either by the Insured or by others on behalf of the Insured, the sale or transfer of such goods shall be brought into account in arriving at the Output during the Indemnity Period."

Salvage sale clause

If the Insured shall hold a salvage sale during the Indemnity Period, Clause 1.1.2 or 1.2.1 of item 1 (Gross Profit) shall, for the purposes of such claim, read as follows:

"1.1.1 or 1.2.1 in respect of reduction in turnover – the sum produced by applying the rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the standard Turnover, from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale."

Theft by forcible and violent entry (If stated in the Schedule to be included)

In respect of this extension only the Defined events of this section are restated to read:

"Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance in respect of which payment has been made or liability admitted under the Theft Section of this policy (such damage under the Theft section shall also in this section be termed "Damage") and liability shall be deemed to have been admitted under the Theft section if such payment is precluded solely because the Insured is required to bear the first portion of the loss in the form of a First Amount Payable."

Provided that, the Company shall not pay more than the sum insured stated in the Schedule of the Theft Section for both this Section and the Theft Section combined.

Accounts receivable

Defined events

Loss or damage as a result of accident or misfortune (hereinafter termed Damage) to the Insured's books of account or other business books or records at the Premises or at the residence of any director, partner, employee or the premises of any accountant of the Insured, in consequence whereof the Insured is unable to trace or establish the Outstanding Debit Balances, in whole or part, due to them, provided that the liability of the Company shall not exceed the sums insured stated in the Schedule and that the basis of indemnity will be as set out in the Specification which forms part of this Section.

If, because of imminent danger of their destruction, such books of account or other business books or records are removed to a place of safety, the insurance hereunder shall apply if such goods are Damaged during such removal or while so located or being returned to the premises, provided that the Insured shall notify the Company in writing of such removal within 30 days thereafter.

The Company will also pay all reasonable collection costs and expenses incurred by the Insured in excess of normal collection costs and expenses made necessary because of such Damage, subject to the Limits of Liability stated in the Schedule.

Definitions

Outstanding debit balances

The total declared in the statement last given under the provisions of Clause 3 (Declarations), adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to customers' accounts in the period between the date to which said last statement relates and the date of the Damage;

and

3. any abnormal condition of trade which had or could have had a material effect on the business, so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

Specification

The insurance under this Section is limited to loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the Damage and the amount payable shall not exceed:

1. the difference between
 - 1.1 the outstanding debit balances,
 and
 - 1.2 the total of the amounts received or traced in respect thereof,
 plus
2. the additional expenditure incurred in tracing and establishing customers' debit balances after the Damage, provided that, if the sum insured under this Item is less than the outstanding debit balances, the amount payable shall be proportionately reduced (by a percentage equivalent to that which the Outstanding Debit Balances exceed the sum insured).

Specific exceptions

The Company will not pay for:

1. loss resulting from Damage to the books of account or other business books or records caused by:
 - 1.1 wear and tear or gradual deterioration or pests such as rodents, moths, insects, vermin or infestations thereof;
 - 1.2 detention, seizure or confiscation by any lawfully constituted authority;
 - 1.3 electrical, electronic or magnetic injury, disturbances or erasure unless the Insured maintains the duplicate records referred to in the Duplicate Records clause, in which case the Insured will be responsible for the first R500 of each and every loss;
2. loss caused by the fraud or dishonesty of any principal, director, partner or employee of the Insured.

Clause, Extensions and Limitations

Accountants clause

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company 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. Notwithstanding this provision, the Insured is still required to comply with the General conditions pertaining to the production and provision of documents and information to the Company.

Adjustments clause

In consideration of the premium under this Section being provisional in that it is calculated on 75% of the sum insured, the premium will be adjusted as follows:

On the expiry of each period of insurance or if a monthly policy, each period of 12 consecutive months from the inception or anniversary date, the actual premium shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium is greater than the provisional premium, the Insured shall pay the difference. If it is less, the difference shall be repaid to the Insured, but such payment or repayment shall not exceed 33,3% of the provisional premium paid.

If the amount of a declaration exceeds the Sum Insured applicable at the date of such declaration then, for the purposes of this Clause only, the Insured shall be deemed to have declared such Sum Insured.

Declarations clause

The Insured shall, within 60 days of the end of each month or other agreed period, deposit with the Company a signed statement showing the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the said month.

Duplicate records clause

Whether in electronic format or otherwise, the Insured shall maintain duplicate records of their books of account or other business books or records containing details of Outstanding Balances and such duplicates shall be stored at different premises from the original documents.

Protections clause (If stated in the Schedule to be included)

Whether in electronic format or otherwise, the Insured's books of account, or other business books or records containing details of outstanding balance, must be kept in a fire-resistant safe, cabinet or strong room outside business hours unless they are being worked on or are required for immediate reference.

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

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

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

Provided that this extension does not cover:

3. loss or damage occurring in the Republic of South Africa and Namibia;
4. consequential or indirect loss or damage of any kind or description whatsoever, other than Loss of Rent if specifically insured;

5. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos 3, 4, 5, 6 or 7, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Transit extension (If stated in the Schedule to be included)

The insurance under this Section includes Damage to the insured's books of account or other business books or records while in transit to or from the premises or residence of any director, partner, employee or accountant of the Insured.

Theft

Defined events

Loss of or Damage to all contents, (the property of the Insured or for which they are legally responsible), of any insured building(s) at the insured Premises described in the Schedule as a result of theft subject to visible signs of forcible and violent entry into or exit from such building, or any attempt thereat, or as a result of theft, or any attempt thereat, following violence or threat of violence.

Specific conditions

Burglar alarm warranty (If stated in the Schedule to be applicable)

In respect of any premises stated in the Schedule to be subject to this warranty, it is then a condition precedent to the liability of the Company and warranted that:

1. where the installed alarm is a SAIDSA Approved (Pty) Ltd certified alarm:
 - 1.1 The Company will be entitled to request full information in respect of the relevant arming, disarming and monitoring log report after the occurrence of a loss;
 - 1.2 Damage to the property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by violence or threat of violence to any person or such key, keypad code or remote control was obtained by theft;
2. where the installed alarm is not a SAIDSA Approved (Pty) Ltd certified alarm:
 - 2.1 the said alarm is to be a radio-controlled and/or telephone-linked monitoring alarm where available (for the purposes of this requirement, monitoring shall mean that, once the alarm is triggered, a signal will be transmitted to the control room which includes a 24-hour armed reaction or response unit);
 - 2.2 it is also a requirement that such alarm system include anti-tampering measures which will log such events including, but not limited to, power cuts and the like;
 - 2.3 if the Company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
 - 2.4 the control panel shall have an event log and the arming and disarming of the alarm is to be logged and, after the occurrence of a loss, the Company will be entitled to request full information in respect of the arming, disarming, testing and monitoring log report;
 - 2.5 the burglar alarm installed at the premises shall be set and armed and made fully operational whenever the premises are not open for business, unless a principal, partner, director or employee of the Insured is on the premises;
 - 2.6 such alarm will be maintained in proper working order and tested at least once a month, but the Insured shall be deemed to have discharged their obligations in this regard if they have complied with the terms of a maintenance contract with the suppliers or servicing engineers of the alarm system;
 - 2.7 Damage to the property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by theft or by violence or threat of violence to any person.

Voidable

This Section shall be voidable if the nature of the risk is materially altered in any way without the prior written consent of the Company.

Specific exceptions

The Company shall not be liable for:

1. loss or Damage which can be insured under a Fire section of this policy except in the case of explosion caused in an attempt to effect entry;
2. loss or Damage insurable under a Glass Section of this policy;

3. property more specifically insured or, unless specified in the Schedule, cash, bank and currency notes, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature;
4. loss or Damage in which any principal, partner, director or any member of the Insured's household or any of the Insured's employees is concerned as principal or accessory.
5. loss of or Damage to any mechanically propelled vehicle, including motorcycles, tricycles, quad bikes, special types, unless specifically stated in the Schedule to be included,
6. loss or Damage to property in the open unless specifically stated in the Schedule to be included,
7. any first amount payable which is stated in the Schedule.

Clauses, extensions and limitations

Additional premises extension

The insurance under this Section extends to cover loss of or Damage to the insured property while in a building at any additional premises used by the Insured, provided that:

1. such additional premises are advised to the Company within 30 days from the time the risk attaches to the Company;
2. an additional premium, if any, is paid;
3. the Company's liability in respect of this Extension shall not exceed 50% of the highest amount stated in the Schedule applicable to any one Premises.

All contents clause

The term All Contents includes personal effects, tools and pedal cycles which are the property of the Insured or any principal, partner, director or employee of the Insured in so far as such property is not otherwise insured up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule in the case of any one person.

Additional costs

The Company will pay for reasonable additional costs and expenses in affecting any temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this Section, provided that the Company's liability shall not exceed the Limit stated in the Easy Guide to clauses & included Extensions.

Concealment and skeleton keys extension

The insurance under this Section extends to cover loss of or Damage to the property insured caused or accompanied by:

1. a thief or thieves being concealed upon the insured Premises before close of business;
2. entry into and/or exit from the Premises being effected by use of a skeleton key or other similar device (excluding a duplicate key), provided that the Insured shall establish to the satisfaction of the Company that such a skeleton key or device was used;

Damage to buildings

In addition to the Limit of indemnity stated in the Schedule, the insurance under this Section includes loss of or Damage to the buildings including securely attached landlord's fixtures and fittings at the insured Premises in the course of;

1. theft or any attempt thereat.
2. theft accompanied by forcible and violent entry into or exit from such building or premises or any attempt thereat, or
3. as a result of theft, or any attempt thereat, following violence or threat of violence.

Provided that, the Company's liability in respect of any one event shall not exceed the limit and first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included for 1, 2 and 3.

Documents limitation

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

Loss or damage to locks and keys

The company will indemnify the Insured in respect of the cost of replacing locks, keys, tags and remote access devices to any Insured Premises following upon the disappearance of any such keys, tags or devices to such premises or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such keys, tags or devices.

Provided that the company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed the limit and first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Money

Defined events

Loss of or damage (hereinafter in this Section referred to as Damage) to Money (as defined) occurring in the Territorial Limits except as otherwise specified, provided that the liability of the Company for all loss or Damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limitations stated in the Schedule.

Definitions

Money

Shall mean cash, bank and currency notes, postal orders, money orders, current negotiable postage, revenue and holidays stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, pre-paid vouchers, the property of the Insured or for which they are legally responsible

Receptacles

Shall mean any safe, strong room, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.

Clothing

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

Territorial limits

Shall mean the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique

Specific conditions

Burglar alarm warranty (If stated in the Schedule to be applicable)

In respect of any premises stated in the Schedule to be subject to this warranty, it is then a condition precedent to the liability of the Company and warranted that:

1. where the installed alarm is a SAIDSA Approved (Pty) Ltd certified alarm:
 - 1.1 The Company will be entitled to request full information in respect of the relevant arming, disarming and monitoring log report after the occurrence of a loss;
 - 1.2 Damage to the property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by violence or threat of violence to any person or such key, keypad code or remote control was obtained by theft;
2. where the installed alarm is not a SAIDSA Approved (Pty) Ltd certified alarm:
 - 2.1 the said alarm is to be a radio-controlled and/or telephone-linked monitoring alarm where available (for the purposes of this requirement, monitoring shall mean that, once the alarm is triggered, a signal will be transmitted to the control room which includes a 24-hour armed reaction or response unit);
 - 2.2 it is also a requirement that such alarm system include anti-tampering measures which will log such events including, but not limited to, power cuts and the like;
 - 2.3 if the Company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
 - 2.4 the control panel shall have an event log and the arming and disarming of the alarm is to be logged and, after the occurrence of a loss, the Company will be entitled to request full information in respect of the arming, disarming, testing and monitoring log report;
 - 2.5 the burglar alarm installed at the premises shall be set and armed and made fully operational whenever the premises are not open for business, unless a principal, partner, director or employee of the Insured is on the premises;

- 2.6 such alarm will be maintained in proper working order and tested at least once a month, but the Insured shall be deemed to have discharged their obligations in this regard if they have complied with the terms of a maintenance contract with the suppliers or servicing engineers of the alarm system;
- 2.7 Damage to the property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by theft or by violence or threat of violence to any person.

Specific exceptions

The Company shall not be liable for Damage to Money:

- 1. arising from the dishonesty of any principal, partner, director or person in the employ of the Insured not discovered within 14 working days of the occurrence thereof;
- 2. arising from shortage due to error or omission;
- 3. arising from the use of keys to any safe or strong room unless the keys:
 - 3.1 are obtained by violence or threats of violence to any person;
 - 3.2 are used by the key holder, or some other person with the collusion of the key holder, and the Insured can prove to the satisfaction of the Company that the key holder or such other person had used the keys to open the safe or strong room;
- 4. in an unlocked safe or strong room while 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 Company that the key holder to the safe or strong room deliberately left it unlocked with the intention of allowing the money to be stolen;
- 5. not contained in a locked safe or strong room while the portion of the premises containing such money is unattended, but this Exception will not apply if it can be shown to the satisfaction of the Company that the key holder to the safe or strong room deliberately left it outside the safe or strong room with the intention of allowing the money to be stolen;
- 6. in any vehicle being used by the Insured unless a principal, partner, director or employee of the Insured is actually in such vehicle or, if not in such vehicle, is within 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 person incapacitated.

Specific exceptions (3), (4), (5) and (6) do not apply up to the limit stated in the Schedule and such losses shall be reduced by any first amount payable.

Clauses, extensions and limitations

Clothing

In addition to any payment in respect of Damage, the Company will indemnify the Insured in respect of clothing (as defined) lost or Damaged as a result of theft of Money or any attempted theft of Money, provided that the Company's liability under this Extension in respect of clothing shall not exceed the Limit of Liability and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Credit cards

The Company will indemnify the Insured in respect of loss as a result of the illegal and unauthorized use of any credit, charge, debit or cash card issued in the Insureds name, provided that:

- 1. upon discovery of the loss of the card, the insured shall immediately report the loss to the Police and the card administrator, and
- 2. the Insured must have complied with the relevant terms and conditions of issue by the card administrator, and
- 3. the insured has attempted to recover such funds from the perpetrator and the relevant card administrator but has been unsuccessful, and
- 4. the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Loss or damage to locks and keys

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, tags and remote access devices to any Receptacle at the Insured Premises following upon the disappearance of any such keys, tags or devices to such Receptacle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such keys, tags or devices.

Provided that the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source shall not exceed the limit and first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Personal accident assault

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

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

1. Death - the capital sum as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included,
2. Permanent disability - the percentage of the capital sum as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included,

Permanent Disability		The % of the Capital Sum Insured
2.1	loss by physical separation at or above the wrist or ankle of one or more limbs	100%
2.2	permanent and total loss of whole eye	100%
	sight of eye	100%
	sight of eye except perception of light	100%
2.3	permanent and total loss of hearing	100%
	both ears	100%
	one ear	25%
2.4	permanent and total loss of speech	100%
2.5	injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100%
2.6	loss of four fingers	70%
2.7	loss of thumb	
	both phalanges	30%
	one phalanx	15%
2.8	loss of index finger	
	three phalanges	15%
	two phalanges	10%
	one phalanx	5%
2.9	loss of any other finger (per finger)	
	three phalanges	10%
	two phalanges	8%
	one phalanx	4%

2.10	loss of metacarpals	
	first or second (each metacarpal)	3%
	third, fourth or fifth (each metacarpal)	2%
2.11	loss of toes	
	all on one foot.	30%
	great, both phalanges	10%
	great, one phalanx.	5%
	other than great, if more than one toe lost, each	5%

3. In the case of total and absolute incapacity from following usual business or occupation, weekly sum as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included for a maximum of 52 weeks.
4. The reasonable costs incurred for emergency medical treatment, emergency evacuation or emergency transportation of such person to a medical treatment facility, resulting from bodily injury caused by accidental, violent, external and visible means, as a result of theft or any attempt thereat, and up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included per injured person per event.
But excluding any amounts which may,
 - 4.1 fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;
 - 4.2 be payable by a registered medical scheme including any amounts payable from a member's Medical scheme Savings account or Medical Insurance.

Memoranda to personal accident assault (applicable to Permanent Disability Benefits)

1. Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions;
2. permanent total loss of use of part of the body shall be treated as loss of such part;
3. 100% shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any such person, provided that:
 - 3.1 the Company shall not be liable to pay, in respect of any one such person, more than the capital sum plus the sums specified under Items 3 and 4 (Permanent Disability) above,
 - 3.2 the sum specified under Item 3 shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 weeks, and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
 - 3.3 compensation payable under Item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation or similar enactment in respect of any treatment for which compensation is payable under Item 4 (Permanent Disability) above;
 - 3.4 this Extension shall not apply to any such person under 15 or over 70 years of age;
 - 3.5 after suffering bodily injury for which a benefit may be payable under this Extension, such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
 - 3.6 General Exception 2 and General conditions 2 and 9 do not apply to this Extension;
 - 3.7 in respect of this Extension only, General Exception 1 is deleted and replaced by the following:

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

Extensions to the personal accident (Assault) extension

1. Bodily injury shall be deemed to include death or injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereof.
2. In the event of disappearance of any such person in circumstances which satisfy the Company that he/she has sustained injury to which this Personal Accident (Assault) Extension applies, and that such injury has resulted in the death of such person, the Company will, for the purposes of the insurance afforded by this Extension, presume his death, provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, he/she is found to be alive, such payment shall forthwith be refunded by the Insured to the Company.

Receptacles

In addition to any payment in respect of Damage, the Company will indemnify the Insured in respect of receptacles (as defined) lost or Damaged as a result of theft of Money or any attempted theft of Money, provided that the Company's liability under this Extension in respect of receptacles shall not exceed the Limit of Liability and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

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

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

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

Provided that this Extension does not cover:

3. loss or damage occurring in the Republic of South Africa and Namibia;
4. consequential or indirect loss or damage of any kind or description whatsoever, other than Loss of Rent if specifically insured;
5. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos 3, 4, 5, 6 or 7, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Skeleton keys

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

Glass

Defined events

Loss of or damage (hereinafter in this Section referred to as Damage) to internal and external glass (including fixed mirrors), signwriting and treatment thereon at the insured premises as stated in the Schedule, the property of the Insured or for which they are responsible.

Following Damage to glass (including fixed mirrors), signwriting and treatment, the Company will also indemnify the Insured for:

1. the cost of such boarding up as may be reasonably necessary;
2. damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such Damage;
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass;
4. the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the insured:

Provided that the liability of the Company shall not exceed:

5. for the replacement of glass, sign writing and treatment – the Sum Insured as stated in the Schedule applicable to the Premises at which Damage occurs;
6. for all other costs and expenses provided for under 1, 2, 3 and 4 of this Section and resulting from one occurrence or series of occurrences attributable to one source or original cause - in the aggregate the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Definition of Glass

Unless specifically agreed, all glass (other than mirrors) insured by this Section is presumed to be plain plate/float glass not exceeding 6 millimetres in thickness (whether coated with a film or not) or plastic laminated safety glass not exceeding 8 millimetres in thickness.

Specific condition

Average

If the property insured is, at the commencement of any damage to such property by any insured peril, collectively of greater value than the Sum Insured thereon, the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share (equal to the percentage by which the value exceeds the Sum Insured) of the Damage accordingly. Every item if more than one shall be separately subject to this Condition.

Specific exceptions

The Company shall not be liable for:

1. Loss of or Damage which is insured by or would, but for the existence of this Section, be insured by any Fire insurance except in respect of any excess beyond the amount which would have been payable under such Fire insurance had the insurance under this Section not been effected, but this Specific exception shall not apply to Damage for which the Insured is responsible as tenant and not as owner;
2. glass forming part of stock in trade;
3. glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by the Company;
4. defacement or Damage other than fracture through the entire thickness of the glass or any laminate thereof.

Clauses, extensions and limitations

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

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

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

Provided that this Extension does not cover:

3. loss or damage occurring in the Republic of South Africa and Namibia;
4. consequential or indirect loss or damage of any kind or description whatsoever, other than Loss of Rent if specifically insured;
5. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos 3, 4, 5, 6 or 7, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Special reinstatement (only applicable if insured on full replacement value)

If, following Damage insured hereunder, the Insured is obliged in terms of the National Building Regulations or similar legislation to replace the damaged glass with glass of a superior quality, the Company shall be liable for the increased cost of such replacement including (but not limited to) frames therefor, provided that, if the cost of so replacing the whole of the insured property (inclusive of other items insured) is greater than the Sum Insured thereon at the time of the Damage, the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion (equal to the percentage by which the cost exceeds the Sum Insured) of the loss accordingly.

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 the fraud or dishonesty of an Insured Employee, all of which occurs during the currency of this Section, which results in dishonest personal financial gain for the Employee concerned, provided that:
 1.
 - 1.1 the Company is not liable for all losses which occurred more than 24 months prior to discovery;
 - 1.2 all losses are discovered not later than 12 months after the termination of:
 - 1.2.1 this Section; or
 - 1.2.2 this Section in respect of any insured employee concerned in a loss; or
 - 1.2.3 the employment of the insured employee or the last of the insured employees concerned in a loss, whichever occurs first;
 - 1.3 whichever occurs first;
2. Blanket basis – the liability of the Company for all losses shall not exceed the Sum Insured stated in the Schedule whether involving any one Employee or any number of Employees acting in collusion or independently of each other;
3. Named or position basis – the liability of the Company for all losses involving any Employee shall not exceed the Sum Insured stated opposite his/her name in the Schedule or, if s/he is unnamed, the Sum Insured stated opposite the position held by him/her in the business as stated in the Schedule;
4. 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 Company beyond the sum insured stated in the Schedule. If the period of insurance is less than 12 months, the Company's liability is limited to the sum stated in the Schedule during any 12-month period of insurance calculated from inception or renewal;
5. the term "dishonest personal financial gain" shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments
6. the amount payable during any one period of 12 consecutive months from Inception or Anniversary Date, shall not exceed the Sum Insured stated in the Schedule at the said Inception or Anniversary Date as the case may be, or double the sum insured if the "Reduction/Reinstatement of Insured Amount" clause applies. If the Sum Insured is increased the 12 consecutive months applies from the Anniversary Date. Any reinstatement between the date of increase and the Anniversary Date shall not exceed twice the Sum Insured.
7. this insurance shall operate on an each and every occurrence basis and the liability of the Company for all losses arising from one occurrence shall not exceed the sum insured in the Schedule, whether involving any one Employee or Third Party or any number of Third Parties acting in collusion or independently of each other
8. where indemnity is provided to the Insured in terms of any insurance superseded by the Policy, the liability of the Company shall be limited to only that proportion of the loss which is not payable in terms of the superseded policy;
9. all acts committed by any one person or in which such person is involved or implicated will be considered one event;

Definitions

Employee shall mean:

1. any person while employed under a contract of service with or apprenticeship to the Insured;
2. any person while hired or seconded from any other party into the service of the insured,
3. students, volunteers or persons employed on youth training or work experience schemes;

who the insured has the right at all times to govern, control and direct in the performance of his/her work in the course of the business of the Insured and, if cover is on a Named or Position basis, who is described in the Schedule by name and/or by the position held by him/her in the business.

Specific 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 his business as has been represented to the Company, but the Insured may:
 - 1.1 change the remuneration and conditions of service of any Employee;
 - 1.2 in respect of any employee who is described in the Schedule by name, change his/her duties and position;
 - 1.3 in respect of any Employee who is described in the Schedule only by the position held by him/her, remove such Employee and place in his/her position any other person who falls within the definition of Employee;
 - 1.4 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 Company or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Company and the Insured to the extent of their co-insurance in terms of Clause 2 (Compulsory First Amount Payable clause) and/or Schedule.
3. In the event of the discovery of any loss resulting from a Defined Event, the Insured may, notwithstanding anything to the contrary contained in paragraph (ii) of General Condition 6, refrain from reporting the matter to the police, but shall do so immediately should the Company require such action to be taken.
4. Non-disclosure of his/her own fraud or dishonesty or that of others with whom he/she is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this Section.
5. General Exceptions 1 (War, riot and terrorism), 2 (Nuclear), 8 (Theft by false pretences and fraud) and General Condition 10 (Reinstatement of cover after loss) do not apply to this Section.
6. 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.

Specific exceptions

1. The Company shall not be liable for:
 - 1.1 loss or Damage resulting from or contributed to by any theft, fraud or dishonesty by:
 - 1.1.1 any partner in or of the insured to the extent that such partner would benefit by indemnity granted under this policy;
 - 1.1.2 any principal, director or member of the insured unless such director or member is also an Employee;
 - 1.1.3 any Employee from the time the Insured shall become aware that such Employee has committed any fraud or dishonesty;
 - 1.2 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 Company shall not be liable for any Defined Event if it results from dishonesty involving the:

- 3.1 manipulation of;
- 3.2 input into;
- 3.3 suppression of input into;
- 3.4 destruction of; or
- 3.5 alteration of;

any computer programme, system, data or software by any insured employee who is employed in the Insured's electronic data processing department or area.

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

4. The Company shall only be liable to the extent of the participation/shareholding of any uninvolved partners/principals/directors or members for a Defined Event in which any partner/principal/director or member of the insured is or has been directly involved.

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

5. 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.

Clauses, extensions and limitations

Accountants Clause

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company 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 certification shall be prima facie evidence of the particulars and details to which it relates. Notwithstanding this provision, the Insured must still comply with the General conditions pertaining to the provision of information and documents to the Company.

Compulsory first amount payable clause

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

- 1. 2% of the aggregate of the sum insured under this Section and the declared insurance or R60,000, whichever is the lesser, plus
- 2. a further 10% of the net amount payable after deduction of the amount payable specified 1 above.

Both amounts shall be borne by the Insured in full and remain uninsured.

Computer losses first amount payable clause

The percentage shown in 2 (Compulsory First Amount Payable) is increased from 10% to 20% if the Defined Event results from the dishonest:

- 1. manipulation of;
- 2. input into;
- 3. suppression of input into;
- 4. destruction of; or
- 5. alteration of,

any non-networked micro/personal computer programme, system, data or software by any insured employee whose duties involve the management, supervision, design, creation or alteration of computer systems or programmes.

Computer losses extension (If stated in the Schedule to be included)

The Insured having completed a satisfactory questionnaire, the answers to which have satisfied the Company, Specific exception 3 and the Computer Losses First Amount Payable clause 3 are deleted.

Costs of recovery extension (If stated in the Schedule to be included)

If the Insured shall sustain any loss to which this Section applies which exceeds the Sum Insured hereunder, the Company will, in addition to the Sum Insured, pay to the Insured costs and expenses not exceeding the amount stated in the Schedule, necessarily incurred with the consent of the Company (which consent shall not be unreasonably withheld) for the recovery or attempted recovery from the employee in respect of whom the claim is made, of that part of the loss which exceeds the Sum Insured hereunder.

All amounts recovered by the Insured in excess of the said part of the loss shall be for the benefit of the Company and the Insured to the extent of their coinsurance in terms of Item (b) of the Compulsory First Amount Payable clause and/or Schedule.

First amount payable for losses discovered more than 12 months after they were committed

If any Defined Event is discovered more than 12 months after:

1. it was committed;
2. the first event in a series of events committed by one person or a number of persons acting in collusion,

the percentages contained in 2 (Compulsory First Amount Payable) and 3 (Computer losses first amount payable Clause) are increased as follows:

First amount payable clause	First Amount Payable Increased to percentage shown below	
	If losses are discovered more than 12 months after being committed but not more than 24 months thereafter.	If this Section has been extended to cover that part of losses discovered more than 24 months after being committed but not more than 36 months thereafter.
Compulsory		
Paragraph 2.1	From 2% to 4%	From 2% to 5%
Paragraph 2.2	From 10% to 15%	From 10% to 20%
Computer losses	From 20% to 30%	From 20% to 35%

Notwithstanding the above, the Insured may opt to claim only for that part of the loss which was discovered in a lesser period, in which case the first amount payable applicable for the corresponding lesser period will apply.

Extended cover for past employees extension

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 he/she in fact ceased to be an Employee.

Extension for losses discovered more than 24 months after being committed but not more than 36 months thereafter (If stated in the Schedule to be included)

1. In consideration of the payment of an additional premium, Proviso 1.1 of the Defined events is restated to read:
 - 1.1 the Company is not liable for all losses which occurred more than 36 months prior to discovery."
2. If this Section includes the Superseded Insurance extension (if stated in the Schedule to be included), the period referred to in Proviso 6 thereof is increased from 24 months to 36 months.

Extension granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed (If stated in the Schedule to be included)

1. In consideration of the accounting firm named in the Schedule having conducted a satisfactory audit of the Insured's systems of:
 - 1.1 control;
 - 1.2 detection of fraud, dishonesty and theft,

and, subject to the Insured implementing and maintaining all the recommendations contained in such audit, provided that;
 - 1.3 proviso 1.1 of the Defined events (which limits cover to that part of losses discovered within 24 months) and Proviso 6 of (Superseded Insurance extension), if applicable is deleted;

- 1.4 if any Defined Event is discovered more than 12 months after it was committed, the percentages contained in the undernoted first amount payable clauses are increased as follows:

First amount payable clause	First Amount Payable Increased to percentage shown below
	If losses are discovered more than 12 months after being committed but not more than 24 months thereafter.
Compulsory	
Paragraph 2.1	From 2% to 4%
Paragraph 2.2	From 10% to 12.5%
Computer losses	From 20% to 25%

Notwithstanding the above, the Insured may opt to claim only for that part of the loss which was discovered in a lesser period, in which case the first amount payable applicable for that period will apply;

- 9.5 Clause 6 (First amount payable for losses discovered more than 12 months after they were committed) is deleted.

Other insurance clause

It is a condition of this Section that, other than:

1. a money policy;
2. a policy declared to the Company at inception or renewal or at the time a claim is submitted;
3. a pension fund fidelity policy which is not in excess of this section;
4. this policy,

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

Reduction / reinstatement of insured amount clause (If stated in the Schedule to be included)

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

1. the maximum amount payable by the Company for all insured Employees shall not exceed double the Sum Insured shown in the Schedule;
2. the Insured pays additional premium calculated in terms of the following formula;

Annual premium or if a monthly policy		<u>Amount of insured loss</u>
12 times the monthly premium in force	X	Sum insured at time of
at time of discovery of the loss		discovery of loss

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

Retroactive Cover Extension - No previous insurance in force (If stated in the Schedule to be included)

This Section will also apply to Defined events as insured herein which occurred up to 12 months prior to Inception of this Section, but not more than 24 months prior to discovery, provided that the events are discovered within the shorter period of 12 months of the termination of the employment of the Employee concerned and 12 months of the expiry of this Section.

Superseded Insurance extension (If stated in the Schedule to be included)

This Section will apply to Defined events insured herein which occurred during the currency of any insurance superseded by this Section and specified in the Schedule, provided that:

1. this Extension is restricted to losses which would have been payable by the superseded insurance, but which are not claimable solely because of the expiry of the period of time allowed by the superseded insurance for the discovery of the Defined events;
2. the Defined events are discovered within the shorter period of 12 months of the termination of the employment of the employee concerned and 12 months of the expiry of this Section;
3. the amount payable under this Extension shall not exceed the amount insured by this Section or the amount insured by the superseded insurance, whichever is the lesser;

4. in the event of the Defined events involving one employee or any number of employees occurring during both the currency of this Section and that of the superseded insurance, the maximum amount payable shall not exceed the amount insured by this Section at the time of discovery of the Defined events;
5. this Extension will not apply to Defined events which occurred more than the number of years stated in the Schedule before inception of this Section;
6. the Company shall not be liable for any loss which occurred more than 24 months prior to discovery.

Voluntary first amount payable clause (If stated in the Schedule to be included)

In addition to the amount payable by the Insured under the Compulsory First Amount Payable clause, the Insured shall be responsible for the difference between such compulsory amount and the amount stated in the Schedule as the Voluntary First Amount Payable, provided such voluntary amount exceeds the compulsory amount.

Goods in transit

Defined events

Loss of or damage (hereinafter in this Section referred to as Damage), to the whole or part of the property described in the Schedule, owned by the Insured or for which they are responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune not otherwise excluded:

1. All Risks including hijacking (If stated as the basis of cover in the Schedule)
2. Fire, explosion, collision, derailment and overturning (If stated as the basis of cover in the Schedule)
3. Fire, explosion, collision, derailment, overturning and resultant theft limitation (If stated as the basis of cover in the Schedule)

Provided that

1. the Insured shall be responsible for the first amount payable stated in the Schedule in respect of each and every Defined Event giving rise to a claim.
2. the liability of the Company for all Damage arising from any one Defined Event shall not exceed the limit of indemnity stated in the Schedule.

Memoranda / Definitions

1. Transit shall be deemed to commence from the time of moving the property described in the Schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's Premises.
2. If any consignee shall refuse to accept property consigned by the Insured, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the Premises of the consignor by any means of conveyance, provided that the Insured shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.
3. Where the means of conveyance is by specified vehicle, the insurance under this Section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not the property of the Insured or leased or hired by them under a lease or suspensive sale agreement.
4. In the event of a breakdown of the means of conveyance during transit or if, for any reason beyond the Insured's control, the property is endangered, nothing contained herein shall debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.
5. Property shall be deemed property usual to the Insured's Business including ropes, tarpaulins and packaging materials in connection with the transit.
6. Conveyance shall be as stated in the Schedule to be applicable and shall be either by road or rail or air.
7. Where the premium is based on the annual carry of the Insured, it is a requirement that at the beginning of each period of insurance that the Insured provide an estimate of the expected annual carry for the new period of insurance.
Where the premium is so determined, the Insured shall provide a declaration of the actual annual carry at the end of the period of insurance and the Company shall re-calculate the actual premium due for such past period of insurance and either refund the Insured or charge an additional premium as the case may be.

For the purpose of this requirement, if the policy is paid by monthly debit order, period of insurance shall mean the twelve consecutive months from the inception or anniversary date.

Specific exceptions

The Company shall not be liable for:

1. Damage resulting from or caused by:
 - 1.1 theft (if insured on an all risks basis) from any unattended vehicle in the custody or control of the Insured, or any

- partner in or of or 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 such locked vehicle or building is accompanied by forcible and violent entry or exit;
- 1.2 theft (if insured on an all risks basis) of goods from any temporary storage facility (stored during the period of transit) unless the property is contained in a completely closed and securely locked building and entry to such locked building is accompanied by visible signs of forcible or violent entry into or exit from such temporary storage facility or any attempt thereat or as a result of theft or any attempt thereat following violence or threat of violence;
 - 1.3 inherent vice or defect, pests such as rodents, moths, insects, vermin or infestations thereof, damp, mildew or rust, damp mildew or rust;
 - 1.4 the dishonesty of any principal, partner, director or employee of the Insured, whether acting alone or in collusion with others;
 - 1.5 detention, confiscation or requisition by customs or other officials or authorities;
 - 1.6 or arising while in transit by sea or inland transit incidental thereto;
 - 1.7 the breakdown of refrigeration equipment;
 - 1.8 loss or damage attributable or as a result of overloading of the goods carrying vehicle;
 - 1.9 hi-jacking of the conveying vehicle and insured property as stated in the Schedule by unlawful and forcible means unless insured on an all risks basis;
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, electrical or electronic breakdown, failure, breakage or derangement of the insured property unless following an accident or misfortune not otherwise excluded;
 4. Damage to:
 - 4.1 cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
 - 4.2 property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi;
 - 4.3 property which would, but for the existence of this insurance, be insured by any other insurance except in respect of any excess beyond the amount which would otherwise have been payable under such other insurance;
 - 4.4 livestock, pedigree animals and game,
 5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes;
 6. Damage caused by chipping, denting, scratching.
 7. Damage caused as a result of unsuitable or incorrect means of packing,
 8. Disappearance or shortage of any load only revealed after a routine inventory,
 9. Damage to property described in the Schedule whilst in transit by any Contractor or Sub-Contractor other than the Insured, unless agreed to by the Company and so stated in the Schedule to include other Contractors or Sub-Contractors.

Clauses, extensions and limitations

Debris removal

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the clearing up and removal of debris following Damage to the means of conveyance or to the property thereon, provided that the maximum amount payable under this Extension shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Fire extinguishing charges

If the property described in the schedule is lost or damaged by Fire whilst in course of a transit insured by this Section, the Company will, in addition to indemnifying the Insured for such Damage, pay for the cost of extinguishing or attempting to extinguish such Fire, provided that the maximum amount payable under this Extension shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Fire, explosion, collision, derailment and overturning limitation (If stated in the Schedule to be applicable)

The insurance under this Section is limited to loss or Damage resulting from Fire or Explosion or the Collision, Overturning or Derailment of the means of conveyance described in the Schedule, provided that collision shall not constitute impact with inequalities in the road or other surfaces or shifting of the load while in motion.

Fire, explosion, collision, derailment, overturning and resultant theft limitation (If stated in the Schedule to be applicable)

The insurance under this Section is limited to loss or damage resulting from Fire or Explosion, or the Collision, Derailment or Overturning of the means of conveyance described in the Schedule, and Theft resulting therefrom, provided that collision shall not constitute impact with inequalities in the road or other surfaces or shifting of the load while in motion and theft is not subject to violent and forcible entry and/or exit.

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

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

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

Provided that this Extension does not cover:

3. loss or Damage occurring in the Republic of South Africa and Namibia;
4. consequential or indirect loss or Damage of any kind or description whatsoever, other than Loss of Rent if specifically insured;
5. loss or Damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or Damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos 3, 4, 5, 6 or 7, loss or Damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Business all risks

Defined events

Loss of or damage (hereinafter in this Section referred to as Damage), to the whole or part of the property described in the Schedule while anywhere in the world by any accident or misfortune not otherwise excluded, provided that the Insured shall be responsible for the first amount payable stated in the Schedule in respect of each and every event, other than a claim arising from Fire, Lightning or Explosion.

Definitions

Unattended vehicle shall mean any vehicle being used by the Insured or any principal, partner, director or employee of the Insured where such person is not in such vehicle or, within 5 metres of such vehicle and not in a position to keep the vehicle under observation and at the same time, have a reasonable prospect of preventing any unauthorised interference with the vehicle.

Specific conditions

Average

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any Damage to such property, of greater value than the Sum Insured thereon, the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion (equivalent to the percentage by which the cost exceeds the Sum Insured) of the loss accordingly.

Each item of the schedule covering such property shall be separately subject to this Condition.

Specific exceptions

The Company shall not be liable for:

1. Damage to property resulting from or caused by:
 - 1.1 theft from any unattended vehicle in the custody or control of the insured or of any principal, partner, director or employee of the Insured unless,
 - 1.1.1 the property is contained in a completely closed and securely locked vehicle
 - or
 - 1.1.2 the vehicle itself is housed in a securely locked building and
 - 1.1.3 entry to such locked vehicle or building is accompanied by forcible and violent entry or exit;
 - 1.2 its undergoing a process of cleaning, repairing, dyeing, bleaching, altering or restoration;
 - 1.3 inherent vice or defect, pests such as rodents, moths, insects, vermin or infestations thereof, damp etc, damp, mildew or rust;
 - 1.4 the dishonesty of any principal, partner, director or employee of the Insured, whether acting alone or in collusion with others;
 - 1.5 detention, confiscation or requisition by customs or other officials or authorities;
 - 1.6 unless otherwise stated in the Schedule, unspecified items such as tools or equipment is limited to 10% of the item sum insured with a maximum limit of R 7,500 any one item.
2. wear and tear or gradual deterioration (including the gradual action of light or atmospheric conditions) unless following 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. Damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
5. Damage to goods consigned under a bill of lading.

Clauses, extensions and limitations

Increase in cost of working

The insurance under this item is limited to expenditure not otherwise recoverable under this Section, necessarily and reasonably incurred (in an actual and demonstrable way) as a result of Damage to property for which payment is made or liability therefor is admitted under this Section, for the purpose of maintaining the normal operation of the business, provided that the liability of the Company in respect of any one loss shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

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

Specific exception 1 (a) shall not apply to goods contained in a completely closed and securely locked vehicle where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that;

1. the police case number is supplied to the Company;
2. this extension shall only apply to property that is separately and individually specified in the schedule;
3. The client will be responsible for the first amount payable as stated in the Schedule.

Pairs and sets clause

Where the insured property consists of articles of a pair or set, the Company shall not be liable for more than the value of any particular part or parts which may be lost or damaged nor for more than the proportionate part of the pair or set, without reference to any special value which such article or articles may have as part of such pair or set.

Replacement value condition

The basis upon which the amount payable is to be calculated shall be either

the replacement of the property by similar property in a condition equal to but not better nor more extensive than its condition when new;

or

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

provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the Sum Insured thereon at the time of the damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion (equal to the percentage by which the cost exceeds the sum insured) of the loss accordingly

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

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

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

Provided that this Extension does not cover:

3. loss or Damage occurring in the Republic of South Africa and Namibia;
4. consequential or indirect loss or Damage of any kind or description whatsoever, other than Loss of Rent if specifically insured;
5. loss or Damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or Damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos 3, 4, 5, 6 or 7, loss or Damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Accidental damage

Defined events 1 – Property

Accidental physical loss of or damage (hereinafter in this Section referred to as Damage), to the insured property at or about the premises, not otherwise Insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any Section (other than Business All Risks, Electronic Equipment and Machinery Breakdown) listed in the index of this policy.

The amount payable for all Damage arising out of one original cause or source shall not exceed the sum stated and, notwithstanding General Condition 2 (Other Insurance), this Section shall not be called into contribution for any Defined Event for which more specific insurance has been arranged.

Definitions

Accidental shall mean “sudden, unforeseen and fortuitous”

Insured Property shall mean any tangible property belonging to the Insured or held by them in trust or on commission for which they are responsible other than:

1. current coin (including Krugerrands and similar coins), bank and currency notes, travellers’ and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, and other certificates, documents or instruments of a negotiable nature;
2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
3. property in transit by air, inland waterway or sea;
4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers;
5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives;
6. electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
7. property in the course of construction, erection or dismantling including materials or supplies related thereto;
8. property in the possession of customers under lease, rental, credit or suspensive sale agreement;
9. glass, china, earthenware, marble and other fragile or brittle objects

unless specifically stated in the Schedule to be insured.

Specific exceptions

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof or for any excess payable by the Insured under such insurance, or for any reduction of amount payable under any claim due to the application of average;
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process;
4. unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information;
5. Damage to insured property caused by:
 - 5.1 any fraudulent scheme, trick, device or false pretence or misrepresentation practised on the insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the Insured;
 - 5.2 overheating, implosion, cracking, fracturing, welds failure, nipple leakage or other failure. This Exception applies only to vessels, pipes, tubes or similar apparatus;

- 5.3 breakdown, electrical, electronic and/or mechanical derangement or any accidental physical loss or damage to insured property in any way caused by or connected to a power surge.
- 5.4 altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
- 5.5 fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;
- 5.6 denting, chipping, scratching or cracking not affecting the operation of the item;
- 5.7 pests such as rodents, moths, insects, vermin or infestations thereof, inherent vice etc or infestations thereof, inherent vice etc, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;
- 6. settlement or bedding down, ground heave, collapse or cracking of structures or the removal or weakening of support to any insured property;
- 7.
 - 7.1 Damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
 - 7.2 Damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
- 8. failure of and/or the deliberate withholding and/or lack of supply of water, steam, gas, electricity, fuel or refrigerant;
- 9. collapse of plant or machinery, buildings or structures (other than shelving or storage platforms).

Defined events 2 – Leakage (If stated in the Schedule to be included)

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

Clauses, extensions and limitations

Additional costs clause

In respect of buildings, plant and machinery insured, the sums insured include:

- 1. any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event, provided that such costs do not include:
 - 1.1 anything for which notice had been served on the Insured prior to the insured event;
 - 1.2 anything connected with undamaged property or undamaged portions of property;
 - 1.3 rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property;
- 2. fees for the examination of municipal or other plans;
- 3. costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
- 4. the professional fees of architects, quantity surveyors and other consultants; and the sum insured on all insured property includes:
- 5. charges levied by any authorised fire brigade for their services,
 but the Company shall not be liable under 1, 2 or 4 unless the lost or damaged property is replaced or reinstated without undue delay or under 4 for any expenses in connection with the preparation of the Insured's claim.
 Furthermore, the Company shall not be liable under 3 for any costs or expenses:
- 6. incurred in removing debris, except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- 7. arising from pollution or contamination of property not insured by this policy/Section.

Average (If stated in the Schedule to be included)

If, on the occurrence of any Damage, the value of the Insured Property is greater than the Sum Insured thereon, the Insured shall be considered their own insurer for the difference and shall bear a rateable proportion (equal to the percentage by which the value exceeds the Sum Insured) of the loss accordingly.

Each item, if more than one, shall be separately subject to this Clause

Excluded property (If stated in the Schedule to be included)

The property listed in the Schedule is added to the excluded property in the Definition of Insured Property

First loss average (If stated in the Schedule to be included)

If, at the time of any Damage arising, the total value of the Insured Property described by each item does not exceed the sums stated in the Schedule, then this insurance shall be declared free of average, but if the total value of such property shall be greater than the aforementioned sums, the Insured shall be considered as being their own insurer for the difference and the Company shall be liable only for such proportion of the first loss Sum Insured as the aforementioned sums shall bear to the total value, not exceeding in all the total Sum Insured by each item.

Government and other authorities' agreements

The Insured shall not be prejudiced by signing any agreement with any entity such as Transnet, any government or quasigovernment department, provincial administration, municipality and/or similar body covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature.

Mortgagees

From the date of notification, the Company accepts the interest of a mortgagee or others with an insurable interest in the insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge, provided that the mortgagee advises the Company as soon as, such act or omission comes to its knowledge and agrees to be responsible for any additional premium resulting from the Company assuming any increased risk.

Reinstatement (If stated in the Schedule to be included)

The basis upon which the amount payable is to be calculated following Damage to buildings, plant and machinery shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than such insured property when new, provided that:

1. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment beyond the amount that would have been payable if this Clause had not been incorporated in this Section shall be made;
2. the Company shall not be liable for any payment beyond the amount that would have been payable if this Clause had not been incorporated in this Section, until expenditure has been incurred by the Insured in replacing or reinstating the Damaged property;
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 damaged exceeds the Sum Insured thereon on the occurrence of any Damage, the Insured shall be considered their own insurer for the difference and shall bear a rateable proportion (equal to the percentage by which the cost exceeds the Sum Insured) of the loss accordingly.

Each item, if more than one, to which this Clause applies shall be separately subject to this provision;

4. this Clause shall not apply if:
 - 4.1 the Insured fail to intimate to the Company within 6 months of the Defined Event or such further time as the Company may allow in writing, their intention to replace or reinstate the Damaged Insured Property;
 - 4.2 the Insured are unable or unwilling to replace or reinstate the Damaged property on the same or another site.

Restricted cover clause

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

Tenants clause

The Insured shall not be prejudiced by the act of any tenant in premises they own or in which they are a co-tenant or of the owner of any premises of which they are a tenant, provided that the Company is notified as soon as, they become aware of such act and they pay any additional premium resulting from the Company assuming any additional risk.

Public liability (claims made basis)

Defined events

The Company will indemnify the Insured for 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 in 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 Limit of indemnity is 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 Company's consent for any one event or series of events with one original cause or source, shall not exceed the Limit of indemnity stated in the Schedule.

Territorial limits

The cover in terms of this Section applies anywhere in the world but not in connection with;

(i) any business carried on by the Insured at or from premises;

or

(ii) any contract for the performance of work;

outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi.

Definitions

Costs and expenses

Means costs, charges, expenses and legal costs recoverable from the Insured by a claimant or any number of claimants or incurred by the Company or incurred by the Insured with the Company's prior consent:

1. in the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against the Insured in respect of Injury or Damage or other liability as insured in terms of this Section of the Policy.
2. in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in a Court of applicable jurisdiction in respect of matters which may form the subject of indemnity by this Section of the Policy.

Damage

Means loss of or physical damage to tangible property or wrongful interference with the enjoyment of rights over tangible property.

Employee

Means any person employed under a contract of service or apprenticeship with the Insured.

Injury

Means death, bodily injury, mental injury, illness (mental or physical) or disease of or to any person.

Insured

Shall mean,

1. the first named party stated in the Schedule, hereinafter referred to as the Insured;
2. any director, partner, officer, member or employee of the Insured, while acting on behalf of or in the course and scope of their employment or engagement for the Insured;
3. any subsidiary company of the Insured if stated in the Schedule to be included;
4. any director, partner, officer, member or employee of the subsidiary company, while acting on behalf of or in the course and scope of their employment or engagement by the subsidiary company if stated in the Schedule to be included;

Pollution

Means the emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes, smoke, soot or other airborne particulates, acids, alkalis, chemicals and waste, electromagnetic waves, noise, vibrations, other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water.

Product

Means any tangible property (including containers and labels) after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced altered or repaired by or on behalf of the Insured.

Specific conditions

1. Cancellation or non-renewal

In the event of cancellation or non-renewal of this policy, or of this Section:

- 1.1 any claim resulting from a reported event, first made in writing against the Insured during the 36 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 36 months will be extended until the expiry of 12 months after the attainment of majority by the claimant;
- 1.2 the Insured may report an event in terms of General Condition 6 to the Company for up to 30 days after cancellation or non-renewal, provided that,
 - 1.2.1 such event occurred during the period of insurance;
 - 1.2.2 any subsequent claim, first made in writing against the Insured as a result of such event, shall be treated as if it had been made on the last day preceding cancellation or non-renewal and is subject to the 36-month period specified in 1.1 above.

2. Manifestation clause

When the facts do not speak for themselves and the Company and the Insured cannot mutually agree when the Injury or Damage occurred, then, for the purposes of determining the indemnity granted:

- 2.1 the Injury shall be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury shall be deemed to have occurred when the Insured was first advised of the Injury;
- 2.2 the Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

3. Reported event

Any claim first made in writing against the Insured as a result of a Defined Event reported in terms of General Condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Company.

4. Series of claims

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

- 4.1 on the date that the event was reported by the Insured in terms of General condition 6; or
- 4.2 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.

5. Spread of fire

This Section extends to indemnify the Insured against loss or Damage caused by the spreading of fire from the Insured's property to a third-party property, provided that

- 5.1 loss or damage to plantations, forests or sugar cane is excluded
- 5.2 it is a condition precedent to liability that where the Commercial Risk is located on farmland or land that is subject to the National Veld and Forest Fire Act 101 of 1998 (as amended), the Insured must comply with the conditions and the regulations of the National Veld and Forest Fire Act No. 101 of 1998 (as amended), and any other regulations relating to the spread of fire to adjoining properties.

Specific exceptions

The Company will not indemnify the Insured in respect of:

1. Aircraft

Liability consequent upon injury or damage caused by or through or in connection with:

- 1.1 the refuelling or defueling of aircraft;
- 1.2 the ownership, possession, maintenance, operation or use of aircraft or an airline;
- 1.3 the ownership, hire or leasing of any airport or airstrip or helicopter pad;

2. 2. Contractors' exclusion Definition of a Contractor

For the purposes of this exclusion, a contractor shall mean any insured (or their employees, agents, or subcontractors) engaged in activities on a contract site relating to the building, construction, erection, or installation of property, including any associated contractual maintenance period.

This Section does not cover liability for injury or damage arising from:

- 2.1 the presence of the insured on a contract site for the purpose of building, constructing, erecting or installing any property;
- 2.2 caused during the period of such contract or any subsequent contractual maintenance period;
- 2.3 caused on such contract site, unless the sole purpose of the insured was for repair or maintenance.

3. Deliberate or intentional acts

liability consequent upon Injury or Damage arising out of the deliberate, conscious and intentional disregard by the Insured's management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim;

4. Employees

liability consequent upon Injury to any person employed by the Insured, under a contract of service or apprenticeship and arising from and in the course of such employment by the Insured

5. Events not reported

any claim arising from an event known to the Insured:

- 5.1 which is not reported to the Company in terms of General Condition 6;
- 5.2 prior to inception of this Section

6. Fines and penalties

fines, penalties, punitive, exemplary or vindictive damages

7. First amount payable

The Insured shall be responsible for the first amount payable as stated in the Schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause.

The provisions of this Clause shall apply to claims arising from Damage and Injury and shall apply to costs and expenses incurred by the Insured.

8. **Liability assumed by agreement**

Liability assumed by agreement (other than under the Insured's own standard conditions of contract) unless liability would have attached to the Insured notwithstanding such agreement;

9. **Pollution**

- 9.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by pollution, provided always that this Exception shall not apply where such pollution is caused by a sudden unintended and unforeseen occurrence;
- 9.2 the cost of removing, nullifying or cleaning up substances resulting from pollution unless the pollution is caused by a sudden, unintended and unforeseen occurrence.

This Exception shall not extend the Policy to cover any liability which would not have been insured under this Policy in the absence of this Exception;

10. **Products**

Liability consequent upon injury or damage caused by or through or in connection with any product other than food and drink provided for consumption on the premises of the Insured.

11. **Professional advice**

Liability consequent upon Injury or Damage, caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the Insured.

12. **Property**

Liability consequent upon damage to:

- 12.1 property belonging to the Insured;
- 12.2 property in the custody or control of the Insured or any employee of the Insured but this Exception shall not apply to premises or the contents thereof, temporarily occupied by the Insured for work therein;
- 12.3 that part of any property on which the Insured is or has been working if such damage results directly from such work;

13. **Unlawful competition**

any claim or claims, whether actual or alleged, howsoever arising in connection with or based upon or arising from or in actual or alleged unlawful competition, unfair practices, abuse of monopoly, power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.

14. **USA and Canada judgements, awards or settlements**

damages in respect of any judgement, award or settlement made within the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

For the purposes of this Specific exception, "damages" shall be deemed to include costs and expenses of litigation recovered by any claimant from the Insured;

15. **Vehicles, watercraft, locomotives**

liability consequent upon Injury or Damage caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian-controlled garden equipment) or trailer or of any watercraft (other than non-motorized watercraft not exceeding 5 metres in length and used on inland waterways only), locomotive or rolling stock,

Provided that this Exception shall not relieve the Company of liability to indemnify the Insured in respect of liability consequent upon Injury or Damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such Injury or Damage is not insured by any other insurance policy;

16. **Vibration and removal of support**

Damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;

17. **War**

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

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

Clause, extensions and limitations

Acquisitions and new business

The indemnity granted by this Section extends to any company formed and/or acquired by the Insured during the period of Insurance for a period of 90 days from such formation and/or acquisition,

provided always that:

1. the Retroactive Date in respect of such new company shall be deemed to be the date when a newly formed and/ or acquired company first purchased liability insurance of the type hereby insured on a “Claims Made” basis, subject to a declaration from the newly acquired company’s previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the Retroactive date shall be the date of such acquisition;
2. the Insured’s business activities remain unchanged.
3. the annual turnover of all newly formed and/or acquired companies does not exceed 5% of the estimated annual turnover of the Insured as advised to the Company at inception hereof;
4. the Insured shall advise the Company of such formations and/or acquisitions before the expiry of 90 days thereof and the Company may amend the terms of this Section of the Policy accordingly.

Additional Insured

The Company will also, as though a separate policy had been issued to each, indemnify:

1. in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
2. any partner or director or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance,
3. to the extent required by the conditions of any contract and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the Insured for the purposes of the business;
4. in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the Insured for the benefit of their employees:
 - 4.1 any officer or member thereof;
 - 4.2 any visiting sports team or member thereof,

provided that:

- 4.3 the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;
- 4.4 any person or organisation to which this Extension applies is not entitled to indemnity under any other policy;
- 4.5 the indemnity under (a), (b) and (c) above applies only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured.

For the purposes of this Extension, the Company waives all rights of subrogation or action which they may have or acquire against any of the above, and each party to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

Car Parks

Notwithstanding the provisions of Specific exception 12.2, (property in the custody or control of the Insured), the Company will indemnify the Insured in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and

accessories, the property of tenants, customers, visitors or employees of the Insured using parking facilities provided by the Insured.

Cross liabilities

Where more than one Insured is named in the schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured's shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.

Emergency medical expenses

The Company 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.

Employers and visitors' property

Specific exception 12.2 (property in the custody or control of the Insured) shall not apply to property belonging to any partner, director or employee of the Insured or any visitor to the Insured's premises.

Extended reporting option (If stated in the Schedule to be included)

At the option of the Insured and subject to payment of an additional premium to be determined, and subject to all the terms, exceptions and conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 6 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as the extended reporting period), provided that:

1. this option may only be exercised in the event of the Company cancelling or refusing to renew this Section;
2. this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either the Insured or the Company;
4. the Insured has not obtained insurance equal in scope and cover to this Section as expiring;
5. the Company shall only be liable for a Defined Event which occurred after the retroactive date but prior to the date of cancellation or non-renewal;
6. claims first made against the Insured or any reported event by the Insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
7. the total amount payable by the Company for claims made or reported events during the extended reporting period shall not have the effect of increasing the Limit of indemnity applicable as on the last day preceding the cancellation or non-renewal.
8. any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 36 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this Extension. If the claimant is a minor, the period of 36 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

Government and other authorities' agreements

Notwithstanding the provisions of Specific exceptions 8, (liability assumed by agreement), this Section extends to indemnify the Insured in respect of liability:

1. assumed by the Insured under any contract entered into with or indemnity given to any entity such as Transnet, any government or quasi-government department, provincial administration, municipality and/or similar body covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature;
2. arising from Damage to property belonging to such entity while in the Insured's custody or control;
3. caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to such entity while being used by or on behalf of the Insured at any railway siding.

Gratuitous advice

Notwithstanding anything to the contrary contained in Specific exception 3(a), the Company will indemnify the Insured in respect of the Defined events caused by the unintentional failure of the Insured to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party, provided that this Section does not cover liability arising out of:

1. the insolvency of the Insured;
2. financial services and/or cost estimates provided by or on behalf of the Insured;
3. defamation;
4. design, formula, supervision, treatment or advice given by or on behalf of the Insured in exchange for a fee;

5. technical information or advice given in connection with a product, unless the Products Liability Extension is stated in the Schedule to be included.

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

Products liability including defective workmanship (If stated in the Schedule to be included)

Notwithstanding anything to the contrary contained in Specific exception 10 (liability caused by any product) and 12.3 (that part on which the Insured has been working), the Company will indemnify the Insured in respect of Defined events happening anywhere in the territories stated in the Schedule elsewhere than at premises occupied by the Insured and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect products) by the Insured in connection with the business.

The amount payable under this Extension, inclusive of any costs and expenses recoverable from the Insured by a claimant or any number of claimants, incurred with the Company's consent, for any one event or series of events with one originating cause or source or during any one (annual) period of insurance or if a monthly policy, any one period of 12 consecutive months from inception or anniversary date of this insurance, shall not exceed in the aggregate the Limit of indemnity for this Extension stated in the Schedule.

Additional Specific exceptions (applicable to the Products Liability and Defective Workmanship Extension)

This Extension does not cover liability:

1. for 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.
For the purposes of this additional Specific exception, 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;
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the product and any other property essential to such repair, alteration or replacement unless physically damaged by the product;
3. arising from 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;
4. arising from products intended to be installed and installed in, or intended to form part of or forming part of, an aircraft;
5. in respect of Injury or Damage happening in the United States of America or Canada caused by or through or in connection with any products sold or supplied by or to the order of the Insured, if such products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on behalf of the Insured;
6. for any defect in any product or any part thereof of which the Insured was aware prior to the inception of this Extension
7. arising prior to the handing over of such work.

Security firms

Notwithstanding Specific exception 8 (Liability assumed by agreement), if in terms of a contract with a security firm engaged to protect the Insured's property in the course of the Business of the Insured stated in the Schedule or persons, the Insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this Section includes such legal liability to the extent that indemnity would have been granted under this Section had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of liability stated in the Schedule.

If, at the time of an event giving rise to a claim, the security firm is entitled to indemnity under any other Policy in respect of the same event, the Company shall not be liable to make any payment except in respect of any amount above the amount payable under such other Policy

Statutory legal defense costs

If the Insured so requests, the Company will indemnify any employee, partner or director of the Insured against costs and Expenses, not exceeding the amount stated in the Schedule, incurred by or on behalf of the Insured or any employee, partner or director of the Insured with the consent of the Company, in the defence of any prosecution of the Insured or any employee, partner or director of the Insured, arising from an alleged contravention of any statute in the course of the business during the period of insurance, provided that:

1. in the case of an appeal, the Company shall not indemnify such person unless a Senior Counsel approved by the Company shall advise that such appeal should, in his/her opinion, succeed;
2. the Company shall not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon;

3. such person shall, as though he/she were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this Section thereof in so far as they can apply;
4. if the prosecution arises from or in connection with any product, the Company will only indemnify the Insured or any employee, partner or director of the Insured if the Products Liability Extension is stated in the Schedule to be included;
5. the Limit of indemnity for this extension shall not exceed the limit less any first amount payable as stated in the Section Limit and First amount payable page plus any additional limit if stated in the Schedule to be included in any one annual period of insurance or if a monthly policy, any one period of 12 consecutive months from inception or anniversary date of this insurance.

Tenants liability

Specific exceptions 12.2 (property in the custody or control of the Insured) and 15 (any mechanically propelled vehicle) of this Section shall not apply to premises occupied by the Insured as tenant (but not as the owner) thereof.

Tool of trade

Specific exception 3(b) shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that the Company 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 or any legislation enacted to provide compensation for Injury (either wholly or in part) or death, irrespective of whether such compensation is paid or not paid for whatever reason, notwithstanding that no such insurance is in force or has been effected, nor shall the Company be liable where any other form of motor insurance has been effected by the Insured covering the same liability.

Unattached trailers

Specific exception 15 (any mechanically propelled vehicle) shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle, provided that the Company shall not be liable hereunder in respect of so much of any liability:

1. which is insured by or would, but for the existence of this Section, be insured by any other policy or policies effected by the Insured;
2. as falls within the scope of any compulsory third-party insurance legislation or any legislation enacted to provide compensation for Injury (either wholly or in part) or death, irrespective of whether such compensation is paid or not paid for whatever reason, notwithstanding that no such insurance is in force or has been effected.

Wrongful arrest and defamation

The Defined events are extended to include damages:

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest);
2. in respect of defamatory statements whether written or verbal,

provided always that the Company's liability shall not exceed the Limit of indemnity per event or in any one annual period of insurance or if a monthly policy, any one period of 12 consecutive months from inception or anniversary date of this insurance, less the first amount payable as stated in the Section Limits and First Amount payable page, plus any additional limit if stated in the Schedule to be included.

Disclaimer Forms

Overnight guests and functions

The insurance provided by this Section of the policy is strictly subject to there being Disclaimer Forms, containing an indemnity, signed by each guest upon arrival at the premises. It is noted that this requirement is only applicable to guests who will be staying on the premises overnight. An Indemnity Form is to be signed by the contracting party, on behalf of all guests who will be attending a conference or banqueting function on the premises.

Participation in hazardous activities

The insurance provided by this Section of the policy is strictly subject to there being specific Disclaimer Forms signed by each guest who intends participating in any outdoor activity of a hazardous nature, including rafting or other activity on a river, but excluding Swimming, Golf, Tennis, Bowls or other ball sports.

Disclaimer notice boards

The insurance provided by this Section of the policy is strictly subject to there being prominently displayed Disclaimer Notice Boards:

1. at the entrance(s) to the premises whenever wild animals are present on the premises;
2. at all swimming pools.

Employers liability

Defined events

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

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 Company's consent for any one event or series of events with one original cause or source, shall not exceed the Limit of indemnity stated in the Schedule.

Territorial limits

Anywhere in the world but not in connection with:

1. any business carried on by the Insured at or from premises;
- or
2. any contract for the performance of work; outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi.

Definitions

Death

Shall mean loss of life

Bodily injury

Shall mean physical harm or damage to a person's body

Illness

Shall mean disease or medical condition

Specific conditions

1. Cancellation or non-renewal

In the event of cancellation or non-renewal of this policy, or of this Section:

- 1.1 any claim resulting from a reported event, first made in writing against the Insured during the 36 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 36 months will be extended until the expiry of 12 months after the attainment of majority by the claimant;
- 1.2 the Insured may report an event in terms of General Condition 6 to the Company for up to 30 days after cancellation or non-renewal, provided that,
 - 1.2.1 such event occurred during the period of insurance;
 - 1.2.2 any subsequent claim, first made in writing against the Insured as a result of such event, shall be treated as if it had been made on the last day preceding cancellation or non-renewal and is subject to the 36-month period specified in 1.1 above.

2. Reported event

Any claim first made in writing against the Insured, as a result of a Defined Event, reported in terms of General Condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Company.

3. Series of claims

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

- 3.1 on the date that the event was reported by the Insured in terms of General Condition 6 (Claims); or
- 3.2 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.

Specific exceptions

The 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.
 - 4.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini
 - 4.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in (d) (i) above;
- 5. any claim arising from an event known to the insured:
 - 5.1 which is not reported to the company in terms of General Condition 6;
 - 5.2 prior to inception of this Section
- 6. any claim (in the event of cancellation or non-renewal of this Section) not first made in writing against the Insured within the 36-month period (or extended period in respect of minors) as specified in Specific condition 2.
- 7. any amounts as may fall within the scope of any Act in terms of which any employee may claim compensation for work related injuries. This Exception shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation.

Clause, Extensions and Limitations

Extended reporting option (if stated in the Schedule to be included)

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all the terms exceptions and conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 6 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period), provided that:

- 1. this option may only be exercised in the event of the Company cancelling or refusing to renew this section;
- 2. this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
- 3. once exercised, the option cannot be cancelled by either the Insured or the Company;
- 4. the Insured has not obtained insurance equal in scope and cover to this Section as expiring;
- 5. the Company shall only be liable for a Defined Event which occurred after the Retroactive date but prior to the date of cancellation or non-renewal;
- 6. claims first made against the Insured or any reported event by the Insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
- 7. the total amount payable by the Company for claims made or reported events during the extended reporting period shall not have the effect of increasing the Limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
- 8. any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 36 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this Extension. If the claimant is a minor, the period of 36 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

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 Company will, notwithstanding the aforementioned Specific exception (a) above, indemnify the principal in like manner to the Insured, but only so far as concerns the liability of the principal to an Employee as aforementioned for death or bodily Injury to or illness of such person resulting from the negligence of the Insured or the Insured's Employees, provided that:

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 Company;
2. the principal shall, as though s/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 Company is not hereby increased.

War clause

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."

Commercial umbrella liability (CUP)

Defined events

The Company will indemnify the Insured for Damages inclusive of any legal costs 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 in 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 Limit of indemnity for this Section shall not exceed the limit stated in the Schedule and the Company shall only be liable to pay for damages and costs which exceeds the Limit of the Scheduled Underlying Insurance, where the Company has paid or has admitted liability or has been held liable to pay the full amount of such Limit, which for the purposes of this Section, which is deemed to be a minimum of R 2,500,000.

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 insuring section of, or more than one of, any Scheduled Underlying Insurances, the total amount of the Company's liability in terms of this policy shall be limited to the Limit of indemnity stated in the Schedule.

Territorial limits

The cover in terms of this Section applies anywhere in the world but not in connection with:

1. any business carried on by the Insured at or from premises;
or
2. any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, and Malawi

Definitions

Scheduled Underlying Insurance shall mean the following and only if stated in the Schedule of this Policy to be included:

1. Sub-Section D - Liability under the Buildings Combined Section, or
2. Public Liability Section and related Extensions, or
3. Employers' liability Section, or
4. Motor Third Party Liability

Section intention

This Section provides Excess Layer Protection which means that where the claim is prima facie covered by the terms of the Scheduled Underlying Insurances, then this Section operates only to the extent that the claim is not met by such Scheduled Underlying Insurances solely because of the inadequacy of the Underlying Limit of indemnity.

Stated Benefits

Defined events

Bodily injury caused by accidental, violent, external and visible means to the Insured Person.

The Company will pay to the Insured, on behalf of the Insured person(s) or to the Insured's estate, the compensation stated in the Schedule in the event of accidental Bodily injury to any such person directly and independently of all other causes, resulting within 24 calendar months in death or disability as specified in the Schedule.

Definitions

Accident

means a fortuitous, unexpected event occurring at an identifiable place and time.

Accidental

Shall mean shall "sudden, unforeseen and fortuitous

Annual earnings

shall mean the annual rate of salary or wages and any other allowances of a regular and constant nature paid to the Insured Person during the 12 months immediately preceding the date of accidental bodily injury.

If the Insured Person has not been in the continuous employ of the Insured for 12 calendar months, the average monthly amount earned during the period of employment times 12.

Average weekly earnings

shall mean one fifty-second part of annual earnings.

Bodily injury

shall mean any physical harm or damage to a person's body caused by accidental means.

Emergency medical expenses

Reasonable costs incurred for emergency medical treatment, emergency evacuation or emergency transportation of such insured person to a medical treatment facility, resulting from bodily injury caused by accidental, violent, external and visible means, up to automatic included per person event limit stated in the Schedule, but excluding any amounts which may,

- fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;
- be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account or Medical Insurance.

Insured person

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

Permanent disability

Shall mean:

Type of Disability	Percentage of Compensation
Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
Permanent and total loss of:	
Whole eye	100%
Sight of eye	100%
Sight of eye except perception of light	100%
Permanent and total loss of hearing:	
Both ears	100%
One ear	25%
Permanent and total loss of speech	100%

Injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100%
Loss of four fingers	70%
Loss of thumb (per phalanx)	15%
Loss of index finger (per phalanx)	5%
Loss of any other finger (per finger):	
Three phalanges	10%
Two phalanges	8%
One phalanx	4%
Loss of metacarpals (per metacarpal)	5%
Loss of toes:	
All on one foot	30%
Great (per phalanx)	5%
Other than great, if more than one toe lost, each	5%

Memoranda

- Where the injury is not specified, the Company will pay such sum as, in its opinion and within its total discretion, is consistent with the above provisions.
- Permanent total loss of use of part of the body shall be treated as loss of such part.
- 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

Temporary total disability

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

Provisions

It is declared and agreed that:

- the Company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and emergency medical expenses,
- the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the Schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as in reasonably possible, notwithstanding that permanent disability may remain;
- unless otherwise provided for herein, this Section shall not apply for any such person under 15 or over 70 years of age;
- any compensation payable by the Company for any period of temporary total disability or for emergency medical expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation or similar enactment for temporary disability for the same or a lesser period or in respect of emergency medical expenses. This proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;
- after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the Company so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
- General conditions 2 (Other insurance) and 9 (Reinstatement of cover after loss) do not apply to this Section;
- in respect of this Section only, General Exception 1 is deleted and replaced by the following:
"This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power;
- no compensation shall be payable for temporary total disability where the period of disability is less than 7 consecutive days;

9. compensation for temporary total disability and emergency medical expenses shall cease immediately:
 - 9.1 when compensation becomes payable for death
 - 9.2 when compensation becomes payable for permanent disability, provided the bodily injury which resulted in the disability has been cured or healed as far as reasonably possible.

Specific conditions

The first premium and all renewal premiums under this Section that may be accepted are to be regulated by the amount of earnings as defined in this Section paid or allowed to the employees by the Insured during each period of insurance, and such payment must be duly recorded in a proper wage book against the name of each employee.

The Insured shall at all times allow the Company to inspect such books and shall supply the Company with a correct account of all such payments during any periods of insurance within one month from the expiry of such period of insurance and, if the total amount so paid or allowed shall differ from the amount on which premium has been paid, the difference in premium shall be paid by a further proportionate payment to the Company or by a refund by the Company as the case may be.

Specific exceptions

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

1. while the Insured Person is travelling by air other than as a passenger and not as a member of the crew or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft;
2. caused by such person's suicide, attempted suicide or intentional self-injury;
3. whose death or disability is directly or indirectly caused by, arising or resulting from or traceable to any physical defect or other infirmity which existed prior to the accident, provided that, if the disability of the Insured Person is merely aggravated by such pre-existing conditions, the Company may in their discretion pay an amount which they consider would have been payable but for such aggravation.
4. as a direct result of the Insured Person:
 - 4.1 being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the instruction of a member of the medical profession (other than the Insured Person);
 - 4.2 driving a motor vehicle and having more than the legal limit of alcohol in their blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred.
5. as a result of the Insured Person participating in any riot or civil commotion, public disorder, or as a result of deliberately committing a criminal offence,;
6. while the Insured Person is, or as a result of the Insured Person, engaging in:
 - 6.1 motorcycling or quad biking (whether as driver or passenger) other than on the business of the Insured;
 - 6.2 racing of any kind involving the use of any power driven:
 - 6.2.1 vehicle;
 - 6.2.2 vessel;
 - 6.2.3 craft;
 - 6.3 mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football, hang gliding, microlighting or whilst participating in any sport as a professional player.
7. by the Insured's involvement or participation in any defence force and/or armed forces training, service, exercises or operations except peace time military training;
8. as the result of an accident attributable to such person's wilful misconduct or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
9. whilst such person is engaged in, or as a result of such person engaging in mining, shaft sinking, underground mining operations, or the manufacture or use of explosives.

Clauses, extensions and limitations

Additional death benefit

In the event of an accident giving rise to a death claim, the Company will in addition to the compensation payable for death, pay a further amount up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Body transportation costs

The Company will pay, in addition to the compensation payable for death, reasonable and necessary expenses for the repatriation of such person's body to his/her normal place of residence up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Burns disfigurement

Subject to the exclusion shown below, the following item is added to the definition of "Permanent Disability"

(n) Permanent disfigurement resulting from accidental external burns to the combined surface area of the:

Face and neck	100% surface area disfigurement	50%
	Less than 100% surface area disfigurement	The proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement
Remaining parts of the body other than the face and neck	100% surface area disfigurement	25%
	Less than 100% surface area disfigurement	The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement

The Company shall not pay under any sub-item of this Extension unless the disfigurement exceeds 10% for the sub-item under which a claim is lodged.

Business limitation (If stated in the Schedule to be applicable)

This Section applies only in respect of Defined events arising from and in the course of the Insured Person's employment in the Business.

Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the Company that he/she has sustained injury to which this Section applies, and that such injury has resulted in the death of such person, the Company will, for the purposes of the insurance afforded by this Section, presume his death, provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, he/she is found to be alive, such payment shall forthwith be refunded by the Insured to the Company.

Exposure

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

Life support machinery

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

Mobility

In the event of the Company admitting a claim for Permanent Disability and, as a direct result of the disability, such person is permanently dependent on a wheelchair for mobility, the Company will, in addition to any amount payable for Permanent Disability, pay an additional amount limited to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for:

1. a self-propelled wheelchair; and/or
2. the modification of the controls to such person's motor vehicle; and/or
3. if necessary, the fitting of wheelchair loading equipment to such person's private vehicle and/or to such person's private residence, to facilitate the use of such wheelchair;

Passive war cover (If stated in the Schedule to be included)

In consideration of the payment of an additional premium and notwithstanding General Exception 1, this Section is extended to provide cover to any insured person caused by violent, accidental, external and visible means arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power but excluding cover consequent upon an Insured Person directly and actively participating or engaging in such activities whether whilst serving in the armed forces or otherwise save where applicable, to the extent only of adopting or taking such action or steps as were reasonable necessary for the protection of himself, his family or their property.

Group personal accident

Defined events

Bodily injury caused by accidental, violent, external and visible means to the insured person.

The Company will pay to the Insured, on behalf of the Insured person(s), or to the Insured's estate the compensation stated in the Schedule in the event of accidental Bodily injury to any such person directly and independently of all other causes, resulting within 24 calendar months in death or disability as specified in the Schedule.

Definitions

Accident

Shall mean a fortuitous, unexpected event occurring at an identifiable place and time.

Accidental

Shall mean shall sudden, unforeseen and fortuitous

Bodily injury

Shall mean any physical harm or damage to a person's body caused by accidental means

Emergency medical expenses

Shall mean reasonable costs incurred for emergency medical treatment, emergency evacuation or emergency transportation of such insured person to a medical treatment facility, resulting from bodily injury caused by accidental, violent, external and visible means, up to automatic included per person event limit stated in the Schedule, but excluding any amounts which may,

1. fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;
2. be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account or Medical Insurance

Fixed amount basis

Shall mean that the compensation will be based on the amount stated in the schedule.

Insured person

Shall mean any principal, partner, director or employee of the Insured specified in the Schedule.

Permanent disability

Shall mean

Type of Disability	Percentage of Compensation
Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
Permanent and total loss of:	
Whole eye	100%
Sight of eye	100%
Sight of eye except perception of light	100%
Permanent and total loss of hearing:	
Both ears	100%
One ear	25%
Permanent and total loss of speech	100%
Injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100%

Loss of four fingers	70%
Loss of thumb (per phalanx)	15%
Loss of index finger (per phalanx)	5%
Loss of any other finger (per finger):	
Three phalanges	10%
Two phalanges	8%
One phalanx	4%
Loss of metacarpals (per metacarpal)	5%
Loss of toes:	
All on one foot	30%
Great (per phalanx)	5%
Other than great, if more than one toe lost, each	5%

Memoranda

- Where the injury is not specified, the Company will pay such sum as, in its opinion and within its total discretion, is consistent with the above provisions.
- Permanent total loss of use of part of the body shall be treated as loss of such part.
- 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

Temporary total disability

shall mean total and absolute incapacity from following usual business or occupation and shall mean one fifty-second part of the Death limit

Provisions

It is declared and agreed that:

- the Company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and emergency medical expenses;
- the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the Schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
- unless otherwise provided for herein, this Section shall not apply for any such person under 15 or over 70 years of age;
- any compensation payable by the Company for any period of temporary total disability or for emergency medical expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation or similar enactment for temporary disability for the same or a lesser period or in respect of emergency medical expenses. This proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;
- after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the Company so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
- General conditions 2 (Other insurance) and 9 (Reinstatement of cover after loss) do not apply to this Section;
- in respect of this Section only, General Exception 1 is deleted and replaced by the following:
"This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power;
- no compensation shall be payable for temporary total disability where the period of disability is less than 7 consecutive days;
- compensation for temporary total disability and emergency medical expenses shall cease immediately:
 - when compensation becomes payable for death;
 - when compensation becomes payable for permanent disability, provided the bodily injury which resulted in the disability has been cured or healed as far as reasonably possible.

Specific exceptions

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

1. while the Insured Person is travelling by air other than as a passenger and not as a member of the crew or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft;
2. caused by such person's suicide, attempted suicide or intentional self-injury;
3. whose death or disability is directly or indirectly caused by, arising or resulting from or traceable to any physical defect or other infirmity which existed prior to the accident, provided that, if the disability of the Insured Person is merely aggravated by such pre-existing conditions, the Company may in their sole discretion pay an amount which they consider would have been payable but for such aggravation.
4. as a direct result of the Insured Person:
 - 4.1 being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the instruction of a member of the medical profession (other than the Insured Person);
 - 4.2 driving a motor vehicle and having more than the legal limit of alcohol in their blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred.
5. as a result of the Insured Person participating in any riot or civil commotion, public disorder, or as a result of deliberately committing a criminal offence,;
6. while the Insured Person is, or as a result of the Insured Person, engaging in:
 - 6.1 motorcycling or quad biking (whether as driver or passenger) other than on the business of the Insured;
 - 6.2 racing of any kind involving the use of any power driven:
 - 6.2.1 vehicle;
 - 6.2.2 vessel;
 - 6.2.3 craft;
 - 6.3 mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football, hang gliding, microlighting or whilst participating in any sport as a professional player.
7. by the Insured's involvement or participation in any defence force and/or armed forces training, service, exercises or operations except peace time military training;
8. as the result of an accident attributable to such person's wilful misconduct or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
9. whilst such person is engaged in, or as a result of such person engaging in mining, shaft sinking, underground mining operations, or the manufacture or use of explosives.

Clauses, extensions and limitations

Additional death benefit

In the event of an accident giving rise to a death claim, the Company will in addition to the compensation payable for death, pay a further amount up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Body transportation costs

The Company will pay, in addition to the compensation payable for death, reasonable and necessary expenses for the repatriation of such person's body to his/her normal place of residence up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Burns disfigurement

Subject to the exclusion shown below, the following item is added to the definition of "Permanent Disability"

(n) Permanent disfigurement resulting from accidental external burns to the combined surface area of the:

Face and neck	100% surface area disfigurement	50%
	Less than 100% surface area disfigurement	The proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement
Remaining parts of the body other than the face and neck	100% surface area disfigurement	25%
	Less than 100% surface area disfigurement	The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement

The Company shall not pay under any sub-item of this Extension unless the disfigurement exceeds 10% for the sub-item under which a claim is lodged.

Business limitation (If stated in the Schedule to be applicable)

This Section applies only in respect of Defined events arising from and in the course of the Insured Person's employment in the Business.

Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the Company that he/she has sustained injury to which this Section applies, and that such injury has resulted in the death of such person, the Company will, for the purposes of the insurance afforded by this Section, presume his death, provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, he/she is found to be alive, such payment shall forthwith be refunded by the Insured to the Company.

Exposure

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

Life support machinery

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

Mobility

In the event of the Company admitting a claim for Permanent Disability and, as a direct result of the disability, such person is permanently dependent on a wheelchair for mobility, the Company will, in addition to any amount payable for Permanent Disability, pay an additional amount limited to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for:

1. a self-propelled wheelchair; and/or
2. the modification of the controls to such person's motor vehicle; and/or
3. if necessary, the fitting of wheelchair loading equipment to such person's private vehicle and/or to such person's private residence, to facilitate the use of such wheelchair;

Passive war cover (If stated in the Schedule to be included)

In consideration of the payment of an additional premium and notwithstanding General Exception 1, this Section is extended to provide cover to any insured person caused by violent, accidental, external and visible means arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power but excluding cover consequent upon an Insured Person directly and actively participating or engaging in such activities whether whilst serving in the armed forces or otherwise save where applicable, to the extent only of adopting or taking such action or steps as were reasonable necessary for the protection of himself, his family or their property.

Motor

Sub-Section A – Loss or Damage

Defined events

Loss of or damage (hereinafter in this Section referred to as “Damage”) to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

If such vehicle is disabled by reason of any Damage insured hereby, the Company will, in addition to the Limit of indemnity stated in the Schedule, pay for:

1. In respect of a Defined Event occurring within the borders of the Republic of South Africa, the Company will pay the costs of protection, removal (towing), and storage to the nearest place of safety or approved repairer, provided that the Insured contacts the Western National Assist Program, which provides a 24-hour emergency support service for Roadside Assistance. The Assist Program will appoint an approved service provider to remove the vehicle to the nearest storage facility or approved repairer.

The costs of any towing service not arranged or approved through the Western National Assist Program and/or without the prior authorization of the Company will be limited to the amounts stated in the Easy Guide to Clauses & Included Extensions Schedule under the Roadside and Geyser Assist information.

2. In respect of a Defined Event occurring outside the borders of the Republic of South Africa but within the territorial limits of this policy, namely Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi, and Mozambique, the Company will pay the reasonable repatriation costs necessarily incurred for the return of the vehicle to the South African side of the nearest border post, subject to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule or as expressly approved and authorized by the Company.

Thereafter, the Company will arrange, through the Western National Assist Program, for further towing of the Insured vehicle from the South African side of the border post to the nearest place of safety or approved repairer.

3. The insured may give instructions for emergency repairs to be executed without the prior consent of the Company up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule, provide that a detailed estimate is first obtained and forwarded to the Company.
4. pay the reasonable costs of collection, delivery or transport to the permanent address of the Insured after repair of such Damage, in the Republic of South Africa.

Provided that in respect of 1, 2, 3 and 4 above:

5. the Limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the Company in respect of such Damage, but shall not exceed:

- 5.1 the reasonable retail value (VAT included) of the vehicle including standard model specific accessories and spare parts as per the manufacture's specifications therein or thereon at the time of such Damage;
- 5.2 the reasonable retail value (VAT included) of the vehicle plus additional accessories and parts not supplied by the manufacturer as standard model specific accessories and spare parts that have been separately insured as optional extras in the schedule therein or thereon at the time of such Damage;

6. the Company may, at its own option, repair, reinstate or replace such vehicle or any part thereof including accessories and spare parts as noted above or may pay in cash the amount of the Damage;
7. if, stated in the Schedule that the vehicle is the subject of a suspensive sale, instalment sale, hire purchase or similar agreement, the Company will pay the title holder described therein up to the outstanding amount but limited to the value of the vehicle less any first amount payable. If the outstanding amount is less than the value of the vehicle, the Company will then pay the difference to the Insured, provided always subject to the cover provided.
8. 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 Excess stated in the Schedule or Section limits and first amount

payable page according to the type of Vehicle.

If any expenditure incurred by the Company shall include any Excess for which the Insured is responsible, such Excess shall immediately be paid by the Insured to the Company;

9. the Company shall not be liable in respect of theft or attempted theft of fitted vehicle audio equipment for more than:
 - 9.1 if supplied by the manufacturer of the Vehicle when new, the replacement value of the item provided that the Insured shall be responsible for the Basic Motor Excess stated in the Schedule;
 - 9.2 if not supplied by the manufacturer of the Vehicle when new and not specified as a separate item in the Schedule, the limit less the first amount payable stated in the easy Guide to Clauses & Included Extensions Schedule;
 - 9.3 if specified in the Schedule, the amount less the first amount payable stated in the Schedule.

Definitions

1. Accessories (Non-standard)

Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras)

2. Agreed value

Agreed value shall mean a predetermined value agreed to by the Company upon receipt and approval of a satisfactory completed vehicle inspection questionnaire or other criteria as agreed to by the Company prior to the date of any incident giving rise to a claim and needs to be reviewed and re-approved at every annual renewal or anniversary date.

3. Damage

shall mean physical damage including physical loss.

4. Insured

Shall mean the insured as stated in the schedule, including any co-insured if stated to be included, spouse and any members of their immediate family who normally reside with and who are financially dependent, upon the Insured.

5. Occurrence

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

6. Retail value

- 6.1 For Vehicles listed in the auto dealers guides, Retail value shall mean the reasonable retail value including standard model specific accessories and spare parts as per manufactures specifications at the time of the damage as determined by the auto dealer's or commercial Vehicle guide, or any similar publication approved by the Company where the vehicle's age, condition and odometer reading could affect the retail value. Non-standard optional extras, spare parts and modifications must be separately insured as Accessories.
- 6.2 For Vehicles, Vehicle types and accessories not listed in the auto or commercial dealers' guides, Retail value shall be based on the average of three quotations obtained from the motor dealer market for a similar Vehicle of the same make and model in similar condition at the time of the loss or damage. Non-standard optional extras, spare parts and modifications must be separately insured as Accessories.

7. Taxi

Shall mean a type of Vehicle for hire with a driver that is used by a single or small group of passengers to convey them to destinations of their choice.

8. Territorial limits

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

9. Vehicle

The term vehicle shall mean:

- 9.1 private type motor cars, (including any station wagon, 4x4 or 4x2 station wagon), light commercial vehicles safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver) with a carrying capacity not exceeding 3,500 Kg but excluding taxi's;
- 9.2 commercial vehicles as described in the Schedule with a carrying capacity exceeding 3,500 Kg but excluding taxi's;
- 9.3 special type vehicles as described in the Schedule,
- 9.4 motorcycles, self-propelled tri-cars, scooters, two-, three- and four-wheeled motor cycles;

- 9.5 buses, including any other type of vehicle designed to seat more than 12 persons including the driver;
- 9.6 trailers (i.e. any vehicle without means of self-propulsion designed to be drawn by a motorised vehicle), motorised lawnmowers, motorised golf carts, non-motorised caravans;
- 9.7 any such vehicle being owned by or hired or leased to the Insured including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair; provided that:
 - 9.7.1 the maximum period of a rental or temporary vehicle shall be used shall not exceed 30 (thirty) consecutive days);
 - 9.7.2 the maximum liability of the Company shall not exceed the reasonable retail value of the replacement vehicle or the Limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser.

Specific exceptions (Applicable to Sub-Section A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any cause whatsoever,
2. depreciation in value whether arising from repairs following a Defined Event or otherwise,
3. wear and tear and gradual deterioration or damage caused by pests such as rodents, moths, insects, vermin or infestations thereof.;
4. mechanical, electronic or electrical breakdown, failure or breakage,
5. Damage to tyres by application of brakes or by road punctures, cuts or bursts
6. Damage to tyres, springs and shock absorbers as a result of inequalities of the road or other surface or to impact with such inequalities, unless damage to tyres, springs and shock absorbers is accompanied by damage to other parts of the vehicle,
7. Damage to the vehicle caused by or attributable to the un-roadworthy condition of the vehicle,
8. Damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

Sub-Section B – Liability to third parties

Defined events

The Company will indemnify the Insured in respect of any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger shall become legally liable to pay damages, including claimant's costs and expenses, in respect of:

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

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section B only,

3. pay all costs and expenses incurred with the Company's written consent , and shall be entitled at its discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any court of law any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section B, provided that the total of the Company's liability under both this Extension and Sub-Section B shall not exceed the Limit of indemnity stated to apply to Sub-Section B;
4. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission, provided that:
 - 4.1 such person shall, as though she/he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply;
 - 4.2 such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
 - 4.3 indemnity shall not apply in respect of claims made by any member of the same household as such person;

- 4.4 such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;.
5. indemnify the Insured while personally driving or using any private type motor car or light commercial vehicles (less than 3,500 kg) as Defined under Vehicle Definitions 7.1, provided that:
 - 5.1 the Vehicle does not belong to the Insured;
 - 5.2 the Vehicle is not leased or hired to the Insured under a lease or suspensive sale agreement;
 - 5.3 the Insured is an individual;
 - 5.4 the Insured has insured hereunder a vehicle described under Definition 7.1 and provided that the Company shall not be liable for Damage to the vehicle being driven or used;
6. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided that the Company shall not be liable for Damage to the towed vehicle or trailer or to property therein or thereon.

Limits of Indemnity

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

Specific exceptions (Applicable to Sub-Section B)

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

1. any compensation or claim which falls within the scope of any Compulsory Motor vehicle Insurance enactment or any legislation enacted to provide compensation for the injury (whether wholly or in part) or death, irrespective of whether such compensation is paid or not paid for whatsoever reason, and the extent of such compensation,
2. death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in Definition 9.2, 9.3, 9.4, 9.5, 9.6 at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 3,500 kg);
3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of a vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exception shall not apply to forklift trucks.
4. If it is a requirement that the driver of the insured vehicle effects a separate third-party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

Sub-Section C – Emergency Medical Expenses

Reasonable costs incurred for emergency medical treatment, emergency evacuation or emergency transportation of such insured person to a medical treatment facility, resulting from bodily injury caused by accidental, violent, external and visible means, the per person and event limit stated in the Easy Guide to Clauses & Included Extensions Schedule, and shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or which:

1. fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;
2. may be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account or Medical Insurance

Defined Vehicle but only if it is insured under Sub-Section A of this Section	Specified part of Vehicle in which the injury must occur
Vehicle definition 8.1	Anywhere inside the vehicle
Any other type of insured vehicle other than a special type, bus or taxi	The permanently enclosed passenger carrying compartment

Specific conditions (applicable to all Sub-Sections)

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or any of their authorised driver(s) is endorsed, suspended, cancelled or revoked, or the Insured or any authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact.

Roadworthiness

The Company shall not be liable under this Section of the policy for any Damage or liability arising directly from any vehicle which does not comply with the provisions and regulations of any National Road Traffic Act, or any other applicable legislation and / or regulations providing for the use of motor vehicles on a public roadway in the countries as per the territorial limits stated in the Schedule, unless such non-compliance is as a direct result of an accident indemnifiable hereunder.

Specific exceptions (applicable to all Sub-Sections)

The Company shall not be liable for any accident, injury, loss, Damage or liability:

1. while the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause;
2. incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique, provided that:
 - 2.1 the Company will not be liable for any accident, injury, loss, Damage or liability if the country entered into provides cover on entry;
 - 2.2 but the Company will indemnify the Insured against Damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
3. incurred while any vehicle is being driven by the Insured as defined,
 - 3.1 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 the Insured)
 - 3.2 while not holding a valid drivers licence to drive such vehicle;
 - 3.3 while the blood alcohol percentage exceeds the statutory limit at the time of the occurrence,
4. incurred while any vehicle is being driven by any other person with the general consent of the Insured who, to the Insured's knowledge,
 - 4.1 is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself or the Insured)
 - 4.2 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence
 - 4.3 who does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of their business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles,
 - 4.4 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 under Specific exception (2), or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or, if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers. The term licensed shall include requirement of having a Professional Driving Permit in addition to a driver's license for those Vehicle types requiring such permits by law.
5. The Company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.
6. The company shall not be liable for any accident, injury, death, damage, loss (including consequential loss) or any liability of whatsoever nature while the Insured Vehicle is in or on that part of an airside.

Airside is deemed to be any area of the airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Clauses, extensions, and limitations

Car hire extension (If stated in the Schedule to be included)

If an Insured vehicle is comprehensively insured and is damaged, stolen or hijacked the company will pay for the vehicle hire provided that,

1. the cover provided under this Extension is in respect of and applicable to private type vehicles and light delivery vehicles (with a gross vehicle mass not exceeding 3,500kg)
2. this cover does not apply if only windscreen or window glass is damaged,
3. the Company will arrange for the car hire of a vehicle,
4. the option of the vehicle hire is stated in the Schedule,
5. the hire is on an unlimited mileage basis but will exclude any deposits payable, fuel used during the rental period, parking fees, speeding fines or fines, maintenance or any excess amount applicable in terms of the rental contract,
6. the hire period shall be limited to the daily limit of 30, 60 or 90 days whichever is stated in the Schedule to be applicable
7. the period of hire will start on the day that the Company admits liability in terms of the original claim and agrees to the rental,
8. the hire period will cease when,
 - 8.1 the Insured regains possession of the Insured Vehicle, or
 - 8.2 the Company has discharged its liability for the total loss of the vehicle, or
 - 8.3 the maximum days of the daily limit of 30 or 60 have as stated in the Schedule have been reached whichever occurs first.
9. in the event of any occurrence giving rise to a claim on the hired car during the period of hire, the Insured will be responsible for the first amount payable in terms of the car hire agreement / contract.

Contingent liability extension

The indemnity under Sub-Section B shall include claims made against:

1. 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 (hereafter in this Extension referred to as such person);
2. 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 to 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:
 - 2.1 all the words in 2 of the Exceptions to Sub-Section B are deleted;
 - 2.2 the Company shall not be liable for loss of or Damage to any motor vehicle being used for the purposes and in the manner described in 1 and 2 above;
 - 2.3 the payment by the Insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
 - 2.4 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 Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
 - 2.5 the terms, exceptions and conditions of the Policy shall otherwise apply.
 - 2.6 the Company's liability for any one occurrence shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Credit shortfall extension (If stated in the Schedule to be included)

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall, less:

1. any arrears instalments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. the first amount payable under Sub-Section A,

provided always that:

5. the amounts payable shall not exceed the maximum indemnity less the first amount payable
6. this Extension shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment;
7. if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease, the insurance by this Extension shall be void

Cross liabilities clause

Where more than one Insured is named in the schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company, in respect of any one occurrence, shall not exceed the Limit of indemnity stated in the Schedule.

Description of use clause

The Insured vehicles may only be used for social, domestic and pleasure purposes and use for the business or occupation of the Insured, but excluding;

1. the hiring out thereof;
2. for carriage of passengers for hire or carriage of fare paying passengers;
3. racing, speed or other contests, rallies, trials;
4. the carriage of explosives;
5. the carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry;
6. any use for any purpose in connection with the motor trade

The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purposes of its overhaul, upkeep or repair.

Driver and passenger repatriation

If an insured vehicle is lost or Damaged within the territorial limits of this policy, being the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique but outside the borders of the Republic of South Africa, the Company will reimburse the client for the reasonable costs necessarily incurred over night accommodation and repatriation back to the Insureds place of residence in the Republic of South Africa, provided that

1. the Company's liability shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.
2. the Insured shall furnish the Company with all pertinent and supporting documentation related to the expenditures incurred,
3. this extension is only applicable to private-type motor cars and light commercial vehicles up to a GVM of 3,500 kg

Extension of cover to a territory outside the territorial limits of the policy (if stated in the Schedule to be included)

The cover under Sub-Section A of this Section is extended to cover the nominated insured vehicle(s) whilst in a territory stated in the schedule which is outside the territorial limits of the policy subject to the following conditions:

Sub - Section A

1. If the insured vehicle as stated in the Schedule is damaged in an accident, or during theft or a hi-jacking, the Company shall not be liable for the repair of the insured vehicle until such time as the Insured has successfully repatriated the vehicle to the Republic of South Africa,
2. The costs of the repatriation shall be borne by the Insured.
3. The Insured may, however, give instructions for temporary repairs within the territory stated in the Schedule, subject to the limit and conditions stated in Sub-Section A.
4. Damage to accessories or spare parts by theft or hi-jacking is not covered unless the vehicle is stolen at the same time.
5. In the event that an insured vehicle is considered a constructive total loss (onus will be on the Insured to prove this before the Company will accept liability) and the Insured does not repatriate the vehicle to the Republic of South Africa or Namibia, the Company will deduct 25% from the gross claim as salvage from any settlement offered to the Insured.
6. In the event that an insured vehicle is stolen or hi-jacked, and not recovered within 6 weeks of the incident, the Company will reimburse the Insured as if the incident had occurred in the Republic of South Africa or Namibia.

Sub - Section B

The Company will not indemnify the Insured in respect of:

7. damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of Competent Jurisdiction within the Republic of South Africa.
8. costs and expenses recoverable by any claimant from the Insured which are not incurred in and recoverable in the area described in 1. above.

Fire extinguishing charges extension

Any costs relating to the extinguishing or fighting of Fire shall be deemed to be Damage to the vehicle and shall be payable in addition to any other payment for which the Company 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, provided that the Company shall not be liable to pay more than the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Loss or damage to locks and keys extension

The Company 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 upon the loss or Damage to any key or alarm controller of the vehicle, or following upon damage to the vehicle's locks in order to gain forced entry into the vehicle, or following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of such key or alarm controller or a duplicate thereof, whether or not obtained by violence or threat of violence.

This Section also covers the reasonable expenses incurred in an emergency to call in a locksmith as a result of the loss of or damage to such lock, key, remote and/or alarm controller, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Loss of use (if stated in the Schedule to be included)

Notwithstanding Specific exception 1 of sub-section A, the Company will indemnify the Insured for the loss of use of the Insured Vehicle provided that:

1. The liability of the Company shall be limited to the daily limit of 30 or 60 days whichever is stated in the Schedule to be applicable,
2. Compensation will commence from the day that repairs were authorized,
3. Compensation will cease when,
 - 3.1 the Insured regains possession of the Insured Vehicle, or
 - 3.2 The Company discharges its liability for the total loss of the vehicle, or
 - 3.3 Payment has been made for the period of 30 or 60 days whichever is stated in the Schedule to be applicable

whichever occurs first and provided further that the rental costs will be borne by the Insured and the rental invoice submitted to the Company for reimbursement following the conclusion of the rental period as stated.

Parking facilities and movement of third-party vehicles extension

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 used by or hired or leased to the Insured) by any person in the employment of the Insured or acting on the Insured's behalf, provided always that such vehicle was being moved:

1. with the authority of any tenant, customer or visitor of the Insured; or
2. in connection with the Insured's parking arrangements; or
3. to facilitate the carrying out of the Insured's business;
4. in an emergency, in order to prevent or minimise damage to such vehicle or any other property for which the Insured is responsible; and provided further that this Extension shall not apply in respect of Damage to vehicles which are parked for reward.

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

The Company's liability for any one occurrence shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Passenger liability extension (if stated in the schedule to be included)

Exception 2 to Sub-Section B shall not apply to vehicles described in 9.2, 9.3, 9.4, 9.5 and 9.6 provided that cover under this Extension is limited to death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment.

The Company's liability for any one occurrence shall not exceed the limit stated in the Section Limit and first amount payable page plus any additional limit as stated in the Schedule.

Premium adjustment clause

If this Section is issued on a non-specified vehicle basis, the Insured shall submit to the Company at the end of each period of insurance or if a monthly policy, each period of 12 consecutive months from the inception or anniversary date, a declaration of the total number of vehicles owned, hired or leased at such expiry date. The Company shall, upon receipt of this declaration, make a premium adjustment of 50% of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

Principals

Notwithstanding Specific exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify, to the extent required by the conditions of any contract of any member of the building industry, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business, provided that the liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.

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

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

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

Provided that this Extension does not cover:

3. loss or Damage occurring in the Republic of South Africa and Namibia;
4. consequential or indirect loss or Damage of any kind or description whatsoever, other than Loss of Rent if specifically insured;
5. loss or Damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or Damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos 3, 4, 5, 6 or 7, loss or Damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Spare parts clause

If, in the event of a valid claim under this Section, any part, accessory or fitment is unprocurable in the Republic of South Africa or Namibia as a standard, ready-manufactured article, the liability of the Company shall be limited to a sum equal to the value of such part at the time of the Damage, but not in any case exceeding the maker's latest list price of such part, plus the reasonable cost of freight other than by air, provided that the indemnity provided in terms of this clause shall not increase the Company's liability as set out in proviso (1) to the Defined events in Sub-Section A.

Subject otherwise to the terms, conditions and exceptions of the policy.

Third party, fire and theft only limitation (if stated in the Schedule to be applicable)

The liability of the Company under Sub-Section A is restricted to Damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Furthermore, Sub-Section C is cancelled.

Third party only limitation (if stated in the Schedule to be applicable)

Sub-Sections A and C are cancelled

Unauthorized passenger liability extension

The indemnity under Sub-Section B, notwithstanding Exception (b) thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers.

The Company's liability for any one occurrence shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Vehicle replacement

In the event of a total loss or damage of the vehicle, the Company may with the consent of the Insured and any other interested party known to the Company, try to replace the vehicle with a new vehicle of the same type and model (subject to the availability thereof), provided that:

1. this extension only applies to vehicles defined in vehicle definition 1 (private-type motor cars and light commercial vehicles up to a GVM of 3,500 kg)
2. the loss or damage occurs within 12 months after the date of first registration of the vehicle,
3. the insured vehicle has not travelled more than 2,500 kilometers per month or 30,000 kilometers in total,
4. in the event of a vehicle been replaced under the above circumstances, the Company shall be entitled to the possession and ownership of the lost or damaged vehicle,
5. the basis on indemnity shall not exceed the sum insured as stated in the Schedule less the first amount payable.

Waiver of subrogation rights clause

For the purposes of this Section, the Company waives all rights of subrogation or action which it 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.

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."

Windscreen/glass extension

The provisions of this Section relating to first amount payable shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle, provided that:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule in respect of each and every occurrence.

Wreckage removal clause

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, provided that, the Company's liability for any one occurrence shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Motor traders internal

Sub-Section A – Damage

Defined events

The Company will indemnify the Insured against Damage to any vehicle (as defined) within or about the premises described in the Schedule, but excluding any vehicle, the property of the Insured (which is registered in the name of the Insured) and any vehicle hired or sold under a suspensive sale or similar agreement, provided that, the Company may, at its own option and discretion, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts whilst therein or thereon or may pay in cash the amount of the Damage as stated under the Limit of Liability below.

Limit of indemnity

The Limit of indemnity for Damage to any vehicle (as defined) shall be the maximum amount payable by the Company in respect of such Damage but shall not exceed:

1. the reasonable Retail Value of the vehicle (including its accessories and spare parts whilst therein or thereon) at the time of such damage or
2. the value of the vehicle as stated in the books of the dealer (hereinafter noted as dealer stock) reflecting the purchase price of such vehicle plus actual expenses incurred in order to improve the condition or maintain roadworthiness of such vehicle,

Provided that, the Company's Liability shall not exceed the limit stated in the Schedule in respect of Sub-Section A - Damage, in respect of any one accident or series of accidents due to or arising out of any one event or occurrence;

Definitions

1. **Damage**
Shall mean physical damage to the vehicle
2. **Dealer stock**
Shall mean any Vehicle (new and used) the property of the Insured noted as dealer stock in the records of the Insured that is for sale.
3. **Insured**
Shall mean the insured as stated in the schedule, hereinafter referred to as the Insured.
4. **Insured business**
Shall mean the insured's business as stated in the Schedule
5. **Premises**
Shall mean the premises, situated as stated in the Schedule, including
 - 5.1 open air car parks, sidewalks and street parking immediately adjacent to the premises.
 - 5.2 any premises at which the Insured is performing work where such premises are not under the control of the Insured
6. **Retail value**
Shall mean the reasonable retail value including standard model specific accessories and spare parts as per manufactures specifications at the time of the damage as determined by the Auto Dealer's or Commercial Vehicle guide, or any similar publication approved by the Company where the vehicle's age, condition and odometer reading could affect the Retail Value
7. **Territorial limits**
Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique

8. Vehicle

Shall mean

- 8.1 shall mean any motor vehicle, light delivery vehicle, trailer, caravan, motorcycle, scooter, quad bike, heavy commercial vehicle or special type vehicle (hereinafter defined as Vehicle) including standard issue tools, accessories and spare parts attached thereto at the time of such Damage, the property of the Insured or in their care, custody and control but excluding:
 - 8.1.1 any Vehicle, the property of the Insured (which is registered in the name of the Insured) other than Dealer stock
 - 8.1.2 any Vehicle hired or sold under a suspensive sale or similar agreement
- 8.2 any vehicle belonging to any customer referred to in 8.1 above.

Specific conditions

1. First amount payable

In respect of each and every occurrence regarding Sub-Sections A and B and, notwithstanding anything to the contrary contained in such Sub-Sections, the Insured shall be responsible for the first amount payable, as stated in the Schedule, of any expenditure (or any less expenditure which may be incurred) for which provision is made under the aforesaid Sub-Sections (including any payment in respect of costs, expenses and fees) and of any expenditure by the Company in the exercise of its discretion under Sub-Section A and General Condition 7, Company's rights after an event of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible in terms of this Clause, such amount shall be paid by the Insured to the Company forthwith.

For the purposes of this Section, the expression "occurrence" shall mean an occurrence or series of occurrences due to or arising out of one cause in connection with any one vehicle in respect of which indemnity is provided by this Section

2. Drivers license

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or any of their authorised driver(s) is endorsed, suspended, cancelled or revoked, or the Insured or any authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact.

Specific exceptions applicable to Sub-Section A

The Company shall not be liable for:

1. consequential loss as a result of any cause whatsoever,
2. wear and tear and gradual deterioration or damage caused by pests such as rodents, moths, insects, vermin or infestations thereof
3. mechanical, electronic or electrical breakdown, failure or breakage,
4. depreciation in value whether arising from repairs following a defined event or otherwise,
5. Damage to tyres by application of brakes or by road punctures, cuts or bursts or as a result of inequalities of the road or other surface or to impact with such inequalities unless damage to tyres is accompanied by Damage to other parts of the vehicle,
6. Damage to springs or shock absorbers unless caused by an accident involving Damage to the insured vehicle itself for which indemnity is provided under Sub-Section A;
7. Damage resulting from detention, confiscation or requisition by customs or other officials or authorities.
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. Damage that is covered under any other Section of this Policy or any other Policy that provides cover for fire and allied perils and/or theft or any attempt thereat;
10. defective workmanship or its consequences to vehicles whilst in or on the premises;

Sub-Section B – Liability to Third Parties

Defined events

The Company will indemnify the insured against all sums, including claimant's costs and expenses, which the Insured shall become legally liable to pay in respect of:

1. death of or bodily injury to any person,
2. damage to any other property (that is, any property other than a vehicle),

occurring in or on the premises situated as stated in the Schedule, arising out of the activities of the Insured's business, provided that, any such costs incurred are with the Company's written consent and that the liability of the Company shall not exceed the limit stated in the Schedule in respect of Sub-Section B – Liability to Third Parties, in respect of any one accident or series of accidents due to or arising out of any one event or occurrence;

Specific conditions applicable to Sub-Section B

Application of limits of indemnity

In the event of any accident involving indemnity to more than one person, any limitation by the terms of this section and of any endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

Specific exceptions applicable to Sub-Section B

The Company shall not be liable for:

1. death of or injury to any person in the employment of the Insured arising out of and in the course of such employment;
2. death of or injury to any person being a member of the same household as the Insured;
3. Damage to property belonging to, held in trust by or in the custody or control of the Insured or belonging to a member of the same household as the Insured or belonging to an employee of the Insured;
4. damage to any vehicle,
 - 4.1 the property of the Insured which is registered in the name of the Insured or any Vehicle hired or sold under a suspensive sale or similar agreement;
 - 4.2 any vehicle, the property of a member of the same household as the Insured or an employee of the Insured
 - 4.3 any Vehicle belonging to any customer

Specific exceptions applicable to Sub-Section A & B of this Section

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

1. death, injury, or damage directly or indirectly caused by fire, lightning or explosion, other than resulting directly from the possession or use of any motor vehicle;
2. so much of any compensation as falls within the scope of any compulsory motor vehicle insurance enactment or any legislation enacted to provide compensation for bodily injury (whether wholly or in part) or death, provided that this exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected or whether such compensation under any such legislative enactment has been paid or not, for whatsoever reason.
3. death, injury or Damage caused by or through any demolition of or structural alteration or addition to the premises or by or through the installation of any equipment;
4. death, injury or Damage caused by or through or in connection with animals or the use by or on behalf of the Insured of lifts or hoists having a lift exceeding 2 metres, power-driven cranes or elevators (other than cranes or elevators forming part of any insured vehicle);
5. death, injury or Damage resulting from the driving of any insured vehicle elsewhere than in or on the premises;
6. Damage caused by weather conditions such as storm, wind, water, hail or snow;
7. any claim arising out of any contractual liability, provided that this Exception shall not apply if such liability would have attached to the Insured in the absence of such contractual agreement.
8. defective workmanship or its consequences to vehicles whilst in or on the premises;

9. damage to any vehicle or any other property sustained while it is being worked upon and directly resulting from such work;
10. Damage that is covered under any other Section of this Policy or any other Policy that provides cover for fire and allied perils and/or theft or any attempt thereat;
11. any accident, injury, loss, Damage or liability incurred while any vehicle is being driven by the Insured as defined

Clauses, extensions and limitations

Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the Limit of indemnity stated in the Schedule

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 Company 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, provided that the Company shall not be liable to pay more than the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Loss or damage to locks and keys

The Company 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 upon the loss or Damage to any key or alarm controller of the vehicle, or following upon Damage to the vehicle's locks in order to gain forced entry into the vehicle, or following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of such key or alarm controller or a duplicate thereof, whether or not obtained by violence or threat of violence.

This Section also covers the reasonable expenses incurred in an emergency to call in a locksmith as a result of the loss of or damage to such lock, key, remote and/or alarm controller, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Loss of use of customers vehicles (if stated in the schedule to be included)

Notwithstanding Specific exception 1 of sub-section A, the Company will indemnify the Insured for the loss of use of the Insured Vehicle provided that:

1. The liability of the Company shall be limited to the daily limit of 30 or 60 days whichever is stated in the Schedule to be applicable,
2. Compensation will commence from the day that repairs were authorized,
3. Compensation will cease when,
 - 3.1 the Insured regains possession of the Insured Vehicle, or
 - 3.2 The Company discharges its liability for the total loss of the vehicle, or
 - 3.3 Payment has been made for the period of 30 or 60 60 days whichever is stated in the Schedule to be applicable
 whichever occurs first and provided further that the rental costs will be borne by the Insured and the rental invoice submitted to the company for reimbursement following the conclusion of the rental period as stated.

Spare parts clause

in the event of any part (which shall include any spare wheel, tool, accessory and spare part) needed to repair or replace Damage (insured against under Sub-Section A of this Section) to such insured vehicle being unobtainable in the Republic of South Africa as a standard (ready manufactured) article, then the liability of the Company shall be discharged by the payment of a sum equal to the value of such part (including the reasonable cost of freight other than by air) at the time of the accident but not in any case exceeding such part's price as stated in the manufacturer's last issued catalogue or price list.

Third party only cover (if stated in the Schedule to be included)

It is hereby declared and agreed that Sub-Section A and Sub-Section B (b) of this Section is cancelled

Waiver of subrogation rights

For the purposes of this section, the Company waives all rights of subrogation or action it 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 Section in so far as they can apply.

Windscreen/glass

The provisions of this Section relating to first amount payable shall not apply to any payment for Damage to windscreen glass, side or rear glass forming part of any vehicle, provided that:

1. no other Damage has been caused to the vehicle giving rise to a claim under the policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule in respect of each and every occurrence.

Motor traders external

Sub-Section A – Damage

Defined events

The Company will indemnify the Insured against Loss of or Damage (hereinafter referred to as Damage) to any vehicle (as defined) whilst on the road and elsewhere than in, or on the business premises owned or occupied by the Insured and such insured vehicle is been used in accordance with the terms of the Basis Of Cover as stated in the Schedule, but excluding any vehicle, the property of the Insured (which is registered in the name of the Insured) and any vehicle hired or sold under a suspensive sale or similar agreement, provided that,

1. the Company may, at its own option and descretion, repair, reinstate or replace such insured vehicle or any part thereof and/ or its accessories and spare parts whilst therein or thereon or may pay in cash the amount of the Damage as stated under the Limit of Liability below ;
2. if such insured vehicle is disabled by reason of any Damage, the Company will pay the reasonable cost of protection and removal to the nearest repairer and the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company to the extent of, but not exceeding the limit stated in the Easy Guide to Clauses & Included Extensions Schedule on the understanding that a detailed estimate is first obtained and immediately forwarded to the Company.
3. The Company will also pay the reasonable cost of delivery to the Insured after repair of the aforesaid Damage but not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa, on condition, however, that the Company's liability for the aforesaid cost in respect of protection, removal and delivery shall be limited to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Limit of indemnity

The Limit of indemnity for Damage to any vehicle (as defined) shall be the maximum amount payable by the Company in respect t of such Damage but shall not exceed:

1. where the insured vehicle is used Dealer Stock, the liability of the Company is limited to;
 - 1.1 the amount stated in Sub-Section A of the Schedule, or
 - 1.2 the purchase price of the vehicle, or
 - 1.3 the retail value of the vehicle
 Whichever is the lessor for any one event
2. where the insured vehicle is new Dealer Stock, the liability of the Company is limited to;
 - 2.1 the amount stated in Sub-Section A of the Schedule, or
 - 2.2 the purchase price of the vehicle, or
 Whichever is the lessor for any one event
3. where the insured vehicle is a customer's vehicle, the liability of the Company is limited to;
 - 3.1 the amount stated in Sub-Section A of the Schedule, or
 - 3.2 the retail value of the vehicle,
 Whichever is the lessor for any one event

Definitions

Damage

Shall mean physical loss or damage to the vehicle

Dealer stock vehicles

Shall mean any Vehicle (new and used) the property of the Insured noted as dealer stock in the records of the Insured not registered in the name of the Insured that is for sale.

Insured

Shall mean the insured as stated in the schedule, hereinafter referred to as the Insured,

Insured business

Shall mean the insured' business as stated in the Schedule

Premises

shall mean the premises, situated as stated in the Schedule, including

1. open-air car parks, sidewalks and street parking immediately adjacent to the premises.
2. any premises at which the Insured is performing work where such premises are not under the control of the Insured

Retail value shall mean the reasonable retail value including standard model specific accessories and spare parts as per manufactures specifications at the time of the damage as determined by the Auto Dealer's or Commercial Vehicle guide, or any similar publication approved by the Company where the vehicle's age, condition and odometer reading could affect the Retail Value

Territorial limits

Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique

Vehicle

Shall mean

1. shall mean any motor vehicle, light delivery vehicle, trailer, caravan, motorcycle, scooter, quad bike, heavy commercial vehicle or special type vehicle (hereinafter defined as Vehicle) including standard issue tools, accessories and spare parts attached thereto at the time of such Damage, the property of the Insured or in their care, custody and control but excluding:
 - 1.1 any vehicle, the property of the Insured (which is registered in the name of the Insured) other than Dealer Stock,
 - 1.2 any vehicle hired or sold under a suspensive sale or similar agreement,
2. any Vehicle belonging to any customer in their care, custody and control referred to in 1. above.
3. any vehicle (mechanically propelled or otherwise) attached to or loaded onto any vehicle covered under 1. above for the purposes of being towed or salvaged, including standard issue tools, accessories and spare parts attached thereto at the time of such Damage,

Specific conditions

Description of use clause

Shall mean that the vehicle may be used for:

1. the business purposes of the Insured by the Insured or a director or employee of the Insured and acting in the course of the business of the Insured,
2. tuition provided by the Insured and that the learner driver is accompanied by a fully licenced driver who is the Insured, a member, director or employee of the Insured,
3. demonstration including driving of the vehicle by the person to whom it is being demonstrated provided the driver is accompanied by a member, director or employee of the Insured and is fully licensed to drive a similar vehicle,

Provided that the Company shall not be liable in the event of:

1. transit delivery or conveying by or on behalf of the Insured by any casual driver(s) or person(s) not wholly and regularly engaged in the employ of the Insured,

2. any vehicle as defined being hired out or used as a taxi or for public or private hire,
3. racing, pace making, rallies, speed or time trials or taking part in contests or driving in a match for a wager;
4. the carrying of fare-paying guests or passengers of a hotel, lodge or boarding house (including B&B's) or any relevant business if the Insured is the keeper or shareholder of such institution;
5. the vehicle as defined involved in the carrying of explosives;
6. the vehicle as defined used outside the prescriptions of the manufacturer or carry a load more than the prescribed load capacity or for which the vehicle has been constructed.

Driver's license

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or in favour of any authorised driver of the Insured be endorsed, suspended or cancelled, or if s/he or they be charged with or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately the Insured shall have knowledge of such fact.

First amount payable

In respect of each and every occurrence regarding Sub-Sections A and B and, notwithstanding anything to the contrary contained in such Sub-Sections, the Insured shall be responsible for the first amount payable, as stated in the Schedule, of any expenditure (or any less expenditure which may be incurred) for which provision is made under the aforesaid Sub-Sections (including any payment in respect of costs, expenses and fees) and of any expenditure by the Company in the exercise of its discretion under Sub-Section A and General Condition 7, Company's rights after an event of this policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible in terms of this Clause, such amount shall be paid by the Insured to the Company forthwith.

For the purposes of this Clause, the expression "occurrence" shall mean an occurrence or series of occurrences due to or arising out of one cause in connection with any one vehicle in respect of which indemnity is provided by this Section.

Roadworthiness

The Company shall not be liable under this Section of the policy for any Damage or liability arising directly from any vehicle which does not comply with the provisions and regulations of any National Road Traffic Act, or any other applicable legislation and / or regulations providing for the use of motor vehicles on a public roadway in the countries as per the territorial limits stated in the Schedule, unless such non-compliance is as a direct result of an accident indemnifiable hereunder.

Specific exceptions applicable to Sub-Section A

The Company shall not be liable for:

1. consequential loss as a result of any cause whatsoever;
2. wear and tear and gradual deterioration or damage caused by pests such as rodents, moths, insects, vermin or infestations thereof;
3. mechanical, electronic or electrical breakdown, failure or breakage;
4. depreciation in value whether arising from repairs following a Defined Event or otherwise;
5. Damage to tyres by application of brakes or by road punctures, cuts or bursts or as a result of inequalities of the road or other surface or to impact with such inequalities unless damage to tyres is accompanied by Damage to other parts of the vehicle;
6. Damage to springs or shock absorbers unless caused by an accident involving Damage to the insured vehicle itself for which indemnity is provided under Sub-Section A;
7. Damage resulting from detention, confiscation or requisition by customs or other officials or authorities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. Damage to accessories or spare parts by theft unless the vehicle is stolen at the same time;
10. Defective workmanship or its consequences to vehicles whilst in or on the premises.

Sub-Section B – Liability to Third Parties

Defined events

The Company will indemnify the Insured in the event of an accident caused by or through or in connection with an insured vehicle as defined, including the loading and/or unloading of such vehicle, in respect of which the Insured shall become legally liable to pay damages, including claimant's costs and expenses, as a result of:

1. death of or bodily injury to any person,
2. Damage to property

The Company will also;

3. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any Event which may be the subject of indemnity under this sub-section;
4. indemnify any person who is driving an insured vehicle on the Insured's order or with the Insured's permission, provided that:
 - 4.1 such person is not entitled to indemnity under any other policy or any other section of this policy, except in respect of any amount not recoverable thereunder;
 - 4.2 such person shall, as though they were the Insured, observe, fulfil and be subject to the terms, limitations, exceptions and conditions of this Section and of this policy in so far as they can apply;
 - 4.3 such person has not been refused any motor or motor vehicle insurance or continuance thereof by any insurance company or underwriter.
5. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided that the Company shall not be liable for Damage to the towed vehicle or trailer or to property therein or thereon.

Provided always that the liability of the company under Sub-Section B of this Section in respect of death, injury, Damage, costs and/or expenses, incurred are with the Company's written consent and that the liability of the Company shall not exceed the limit stated in the Schedule in respect of Sub-Section B – Liability to Third Parties, in respect of any one accident or series of accidents due to or arising out of any one event or occurrence;

Specific conditions applicable to Sub-Section B

Application of limits of indemnity

In the event of any accident involving indemnity to more than one person, any limitation by the terms of this section and of any endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

Specific exceptions applicable to Sub-Section B

The Company shall not be liable for:

1. death, injury or Damage caused by or arising out of the operation, demonstration or use for purposes other than maintenance or repair of any insured vehicle (unless it be a forklift truck) of any tool or plant forming part of or attached to or used in connection with any insured vehicle or anything manufactured by or contained in any such tool or plant;
2. death, injury or Damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to any insured vehicle for loading thereon or the taking away of a load from any insured vehicle after unloading therefrom;
3. death of or injury to any person in the employment of the Insured arising out of and in the course of such employment
4. death of or injury to any person being carried in or upon or getting onto or alighting from a vehicle (other than an insured private type motor car, or the passenger carrying compartment of any insured commercial vehicle);
5. death of or injury to any person being carried in or upon or entering or getting on to or alighting from any motor scooter, motorcycle, sidecar or trailer at the time of the occurrence of the event out of which a claim arises;
6. death of or injury to any person being a member of the same household as the Insured;

7. damage to property belonging to, held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from any insured vehicle;
8. damage to any viaduct, bridge or weighbridge or to any road and/or anything beneath by vibration or by the weight of any insured vehicle or load carried by such insured vehicle;
9. any compensation or claim which falls within the scope of any Compulsory Motor vehicle Insurance enactment or any legislation enacted to provide compensation for bodily injury (either wholly or in part) or death. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation or whether any legislative enactment has or has not provided such compensation for whatsoever reason.

Specific exceptions applicable to Sub-Section A & B of this Section

The Company shall not be liable for:

1. any accident, injury, loss, Damage, liability, costs and/or expenses caused, sustained or incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique provided, however, that the company will indemnify the Insured in terms of Sub-Section A of this Section against loss of or Damage to any insured vehicle whilst in transit by sea between any ports in the aforementioned area including loading and unloading incidental to such transit;
2. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment or any legislation enacted to provide compensation for bodily injury (either wholly or in part) or death. This Exception shall apply notwithstanding that no insurance under the aforementioned enactment is in force or has been effected or whether any such compensation has been paid under any such legislation or not for whatsoever reason.
3. any accident, injury, loss, Damage, liability, costs and/or expenses caused, sustained or incurred while any insured vehicle in respect of or in connection with which insurance is granted under this Section:
 - 3.1 is being used otherwise than in accordance with the terms of the Description of use Clause of this Section and the Basis of Insurance as stated in the Schedule;
 - 3.2 is being driven by the Insured or by any other person with the general knowledge and consent of the Insured unless duly and fully licensed to drive such vehicle in terms of the legislation applying to the area referred to in Specific exception (2) of the Specific exceptions applicable to this Section provided, however, that if such a licence be subject to renewal he has held and is not disqualified from holding or obtaining such a licence and provided further that this Exception shall not apply whilst the Insured or any such other person is driving such vehicle whilst leaning to drive it at such time he is complying with the laws and regulations in force relating to learners;
 - 3.3 is being driven by the Insured, a member or a director of the Insured whilst under the influence of any drug or intoxicating liquor (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than the Insured)
 - 3.4 is being driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative is under the influence of any drug or intoxicating liquor;
 - 3.5 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence
 - 3.6 is being used for any unauthorised purpose by an employee of the Insured or by any other person with whom such employee is or was in collusion;
4. any claim arising out of any contractual liability, unless such liability would have attached in the absence of such contract

Provisions

Basis of cover

Wages basis

1. The cover under this Section shall be operative only while the vehicle is being used:
 - 1.1 for purposes of the business of the Insured, by the Insured or a member, director or employee of the Insured, excluding transit, delivery or conveying for or on behalf of the Insured by casual drivers or persons not wholly and regularly engaged in the employ of the Insured;
 - 1.2 for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learner drivers and is accompanied by a fully licensed driver who shall be either the Insured or a member, director or

employee of the Insured;

- 1.3 for purposes of demonstration, which shall include driving by the person to whom the insured vehicle is being demonstrated, provided that such person is accompanied by a fully licensed driver who shall be either the Insured or a member, director or employee of the Insured;
2. It is a condition precedent to any liability of the Company under this Section that the Insured shall regularly record in a proper wage register the name of every employee together with the wages, salary, commission and other consideration paid or allowed to such employee and shall immediately record in such wage register the date of engagement and of discharge of each employee. No claim shall be payable unless the provision is complied with.

Clauses, extensions and limitations

Contingent liability extension (If stated in the Schedule to be included)

The indemnity under Sub-Section B shall include claims made against:

1. 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 (hereafter in this Extension referred to as such person);
2. 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 to 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:
 - 2.1 all the words in 4 of the Exceptions to Sub-Section B are deleted;
 - 2.2 the Company shall not be liable for loss of or Damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
 - 2.3 the payment by the Insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
 - 2.4 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 Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
 - 2.5 the terms, exceptions and conditions of the Policy shall otherwise apply.
 - 2.6 the Company's liability for any one occurrence shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.

Driving of motorcycles (if stated in the Schedule to be included)

In consideration of the payment of an additional premium and notwithstanding anything contained to the contrary in this Section, the indemnity provided by this Section is extended to apply while any insured motorcycle or insured motor scooter is being driven by any person for the purpose of tuition or demonstration without being accompanied by the Insured or a member, director or employee of the Insured.

Emergency medical expenses

Reasonable costs incurred for emergency medical treatment, emergency evacuation or emergency transportation of such insured person to a medical treatment facility, resulting from bodily injury caused by accidental, violent, external and visible means, up to automatic included per person event limit stated in the Schedule, and shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or which:

1. fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;

2. may be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account or Medical Insurance

Defined Vehicle but only if it is insured under Sub-Section A of this Section	Specified part of Vehicle in which the injury must occur
	Anywhere inside the vehicle
Any other type of insured vehicle other than a special type, bus or taxi	The permanently enclosed passenger carrying compartment

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 Company 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, provided that the Company shall not be liable to pay more than the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Legal liability of passengers for acts of negligence (if stated in the Schedule to be included)

In consideration of the payment of an additional premium, the Company will, at the request of the Insured, indemnify, in terms of Sub-Section B of this Section, any person using the insured vehicle, provided always that such person:

1. is not personally driving or in control of the insured vehicle;
2. is not entitled to indemnity under any other policy;
3. is not under the influence of intoxicating liquor or drugs;
4. shall, as though s/he were the Insured, be subject to the terms, exceptions and conditions of this Section and of this policy in so far as they can apply.

Loss or damage to locks and keys

The Company 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 upon the loss or Damage to any key or alarm controller of the vehicle, or following upon Damage to the vehicle's locks in order to gain forced entry into the vehicle, or following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of such key or alarm controller or a duplicate thereof, whether or not obtained by violence or threat of violence.

This Section also covers the reasonable expenses incurred in an emergency to call in a locksmith as a result of the loss of or damage to such lock, key, remote and/or alarm controller, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Loss of use of customers vehicles (if stated in the schedule to be included)

Notwithstanding Specific exception 1 of sub-section A, the Company will indemnify the Insured for the loss of use of the Insured Vehicle provided that:

1. The liability of the Company shall be limited to the daily limit of 30 or 60 days whichever is stated in the Schedule to be applicable,
2. Compensation will commence from the day that repairs were authorized,
3. Compensation will cease when,
 - 3.1 the Insured regains possession of the Insured Vehicle, or
 - 3.2 The Company discharges its liability for the total loss of the vehicle, or
 - 3.3 Payment has been made for the period of 30 or 60 60 days whichever is stated in the Schedule to be applicable

whichever occurs first and provided further that the rental costs will be borne by the Insured and the rental invoice submitted to the Company for reimbursement following the conclusion of the rental period as stated.

Passenger liability: motorcycles (if stated in the Schedule to be included)

In consideration of the payment of an additional premium, Specific exception 5 of the Specific exceptions applicable to Sub-Section B of this Section is cancelled, provided always that the liability of the Company in respect of any one occurrence shall not exceed the amount stated in the Schedule in respect of this Extension.

Spare parts clause

in the event of any part (which shall include any spare wheel, tool, accessory and spare part) needed to repair or replace Damage (insured against under Sub-Section A of this Section) to such insured vehicle being unobtainable in the Republic of South Africa as a standard (ready manufactured) article, then the liability of the Company shall be discharged by the payment of a sum equal to the value of such part (including the reasonable cost of freight other than by air) at the time of the accident but not in any case exceeding such part's price as stated in the manufacturer's last issued catalogue or price list.

Unauthorized use of vehicles by employers (if stated in the Schedule to be included)

In consideration of the payment of an additional premium, Specific exception 3.6 of the Specific exceptions applicable to Sub-Sections A & B of this Section is cancelled.

Use for social, domestic and pleasure purposes (if stated in the Schedule to be included)

In consideration of the payment of an additional premium and notwithstanding anything contained to the contrary in this Section, the indemnity provided by this Section is extended to apply while an insured vehicle is being used for social, domestic and pleasure purposes by any person whose name is stated in the Schedule in respect of this Extension.

Windscreen/glass extension

The provisions of this Section relating to first amount payable shall not apply to any payment for Damage to windscreen glass, side or rear glass forming part of any vehicle, provided that:

1. no other Damage has been caused to the vehicle giving rise to a claim under the policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule in respect of each and every occurrence.

Wreckage removal clause

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, provided that, the Company's liability for any one occurrence shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Optional Limitations

Cover for motorcycles and motor scooters only (if stated in the Schedule to be included)

The expression "Vehicle" used in this Section shall bear the following meaning and not as stated in the Definitions of this Section:

1. Any motorcycle, scooter or quad bike including standard issue tools, accessories and spare parts attached thereto at the time of such Damage, the property of the Insured but excluding:"

Cover for special type vehicles only (if stated in the Schedule to be included)

The expression "Vehicle" used in this Section shall bear the following meaning and not as stated in the Definitions of this Section:

1. Any tractor, agricultural, horticultural or forestry vehicle or load- or earth-moving equipment, fork- or other lift truck or mobile crane (hereinafter termed "Special Type Vehicles"), including standard issue tools, accessories and spare parts attached thereto at the time of such Damage, the property of the Insured but excluding:"

Exclusion of demonstration risk (if stated in the Schedule to be included)

Notwithstanding anything to the contrary contained in any Basis of Cover clause, the Company shall be under no liability while any insured vehicle is being used for the purposes of demonstration.

Exclusion of legal liability to passengers (if stated in the Schedule to be included)

The Company shall not be liable under Sub-Section B of this Section in respect of death of or injury to any person being carried in or upon or getting onto or entering or alighting from any insured vehicle at the time of the occurrence of the event out of which any claim arises.

Third party, fire and theft only (if stated in the Schedule to be included)

The liability of the Company under Sub-Section A of this Section shall be restricted solely to loss or Damage resulting from fire, self-ignition, lightning or explosion and to loss or damage by theft or any attempt thereat.

Third party cover only (if stated in the Schedule to be included)

It is hereby declared and agreed that Sub-Section A of this Section is cancelled.

Electronic equipment

Sub-Section A – Material Damage

Defined events

Physical loss of or damage (hereinafter in this Section referred to as Damage) to the property insured described in the Schedule from any cause not hereinafter excluded whilst:

1. situated at the Insured's Premises, whether working or at rest, or whilst being dismantled for the purpose of cleaning, inspection or overhaul or in the course of these operations or subsequent reassembly;
2. in transit including loading and unloading or while temporarily stored at any premises en route;
3. temporarily removed from the Insured's premises to any other location within the territorial limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique.
4. but world-wide in respect of laptops, notebooks, tablets, projectors, printers and other similar portable electronic equipment designed to be carried by the person declared to the Company and insured on an all-risk's basis.

Basis of indemnification

The indemnity by this Sub-Section, subject always to the Sums Insured contained in the Schedule or any specific Limit of Liability contained in this Sub-Section, shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and value added tax.

1. Partial loss

If the property insured suffers Damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the Damaged property to working order, provided that:

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

2. Total loss

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

- 2.1 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 the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment shall be made which exceeds the market value of the property insured immediately before the Damage;
- 2.2 until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
- 2.3 these Conditions shall be without force or effect if:
 - 2.3.1 the Insured fail to intimate to the Company within 6 months of the date upon which the Damage occurred (or such further time as the company may in writing allow) their intention to replace or reinstate the property insured;

2.3.2 the Insured are unable or unwilling to replace or reinstate the property insured on the same or another site;

2.4 at the sole option of the Company, following commercial and technical appraisal by a representative of the Company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this policy.

3. Definition of new property

3.1 New property shall mean property purchased no more than 7 years (or such extended period as may be approved by the company in writing) prior to the Damage, it being expressly agreed that, in applying this definition, upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

3.2 In respect of property insured not provided for in 2.1 above, the basis of indemnification shall be the market value of the property insured immediately before the Damage. At the option of the Company, the property insured shall be regarded as totally destroyed if the repair costs as defined in 1 (Partial Loss) above equal or exceed its market value immediately before the Damage.

4. Definition of market value

Market Value shall mean the current day purchase price of second-hand/used property of equal performance and/or capacity to the property Damaged and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing,

4.1 20% for the first year after the date of purchase, and

4.2 10% per year for each succeeding year and

subject always to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property

Average

In respect of 1 (Partial Loss) and 2 (Total Loss) above, if, at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been damaged, exceeds the Sum Insured thereon at the time of any damage to such property, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion (equal to the extent by which the cost exceeds the Sum Insured of the loss accordingly)

Each item of this Section (if more than one) to which these conditions apply shall be separately subject to this provision.

Limit of liability

The amount of the Company's liability shall not exceed, in respect of any of the items specified in the Schedule, the Sums Insured set opposite thereto and, in addition thereto, the following:

1. Architects' and other professional fees

Professional fees necessarily and reasonably incurred in the repair of reinstatement of property following indemnifiable Damage, provided that the amount payable in respect of such fees does not exceed the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the of the total amount of the claim but shall not include expenses incurred in connection with the preparation of the Insured's claim.

2. Clearance costs

Costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following Damage to such property, provided that the total amount recoverable does not exceed the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the of the total amount of the claim.

3. Express delivery and overtime

Extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, limited to the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule, of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Exceptions to Sub-Section A

The Company will not be liable to indemnify the Insured, irrespective of the original cause, in respect of:

1. The first amount payable as stated in the Schedule in respect of Sub-Section A, of each and every occurrence giving rise to a claim. Where more than one item of property insured suffers Damage in any one occurrence, the first amount payable shall be the highest single amount applicable to such property insured;
2. derangement, unless accompanied by Damage otherwise covered by this section;
3. Damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the Insured covering the insured equipment;
4. faults or defects known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company, or any consequences thereof;
5. wastage of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching, of a cosmetic nature, of painted or polished surfaces;
6. parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of Damage to other parts of the property insured, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts;
7. wear and tear or the gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
8. its undergoing a process of cleaning, repair, alteration or restoration;
9. the cost of reproducing data and/or programs whether recorded on cards, tapes, discs or otherwise, unless specifically provided for in Sub-Section B hereof;
10. loss of use of the property insured or other consequential loss, damage or liability of whatsoever nature other than Damage specifically provided for herein or as a result of its inherent vice, defect, pests such as rodents, moths, insects, vermin or infestations thereof, damp etc, damp, mildew or rust;
11. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;
12.
 - 12.1 loss by theft or by disappearance of the property insured unless accompanied by visible signs of forcible and violent entry into or exit from the insured premises/situation, provided that, this exception shall not apply to Portable Electronic Equipment (such as laptops, notebooks, tablets, projectors, printers and other similar portable electronic equipment but excluding cellphones) individually specified in the Schedule and insured on an all-risks basis.
 - 12.2 loss by theft or by disappearance of the property insured by theft accompanied by visible signs of forcible and violent entry to the transporting vehicle during transit or whilst temporarily removed from the insured premises unless identifiable by the Insured with a specific incident which has been immediately reported to the police and the Company, provided that, this exception shall not apply if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver and the property insured is of necessity left unprotected.
 - 12.3 loss by theft or by disappearance of the property insured from any unattended motor vehicle 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 visible signs of forcible and violent entry into or exit from such vehicle or building, as the case may be.

Clauses, extensions and limitations

Burglar alarm warranty (If stated in the Schedule to be included)

In respect of any premises stated in the Schedule to be subject to this warranty, it is then a condition precedent to the liability of the Company and warranted that:

1. where the installed alarm is a SAIDSA Approved (Pty) Ltd certified alarm:
 - 1.1 The Company will be entitled to request full information in respect of the relevant arming, disarming and monitoring log report after the occurrence of a loss;
 - 1.2 Damage to the property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by violence or threat of violence to any person or such key, keypad code or remote control was obtained by theft;
2. where the installed alarm is not a SAIDSA Approved (Pty) Ltd certified alarm:
 - 2.1 the said alarm is to be a radio-controlled and/or telephone-linked monitoring alarm where available (for the purposes of this requirement, monitoring shall mean that, once the alarm is triggered, a signal will be transmitted to the control room which includes a 24-hour armed reaction or response unit);
 - 2.2 it is also a requirement that such alarm system include anti-tampering measures which will log such events including, but not limited to, power cuts and the like;
 - 2.3 if the Company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
 - 2.4 the control panel shall have an event log and the arming and disarming of the alarm is to be logged and, after the occurrence of a loss, the Company will be entitled to request full information in respect of the arming, disarming, testing and monitoring log report;
 - 2.5 the burglar alarm installed at the premises shall be set and armed and made fully operational whenever the premises are not open for business, unless a principal, partner, director or employee of the Insured is on the premises;
 - 2.6 such alarm will be maintained in proper working order and tested at least once a month, but the Insured shall be deemed to have discharged their obligations in this regard if they have complied with the terms of a maintenance contract with the suppliers or servicing engineers of the alarm system;
 - 2.7 Damage to the property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by theft or by violence or threat of violence to any person.

Fire extinguishing charges

Reasonable costs and expenses relating to the extinguishing or fighting of Fire shall be deemed to be Damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section, provided that the Insured is legally liable for such costs and the property insured was in danger from the Fire. The Company shall not be liable to pay more than the percentage stated in the Easy Guide to Clauses & Included Extensions of the applicable Sum Insured.

Hire purchase / finance agreements

Where the Company has knowledge of the property insured or any individual item thereof being the subject of a suspensive sale, instalment sale, hire purchase or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of Damage indemnifiable by this Sub-Section of the policy, provided that the Company shall pay to such owner no more than is due in order to settle any balance due in terms of such agreement, and shall pay the balance to the insured.

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

Specific exception 12 (c) shall not apply to goods contained in a completely closed and securely locked vehicle where the insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

1. the police case number is supplied to the Company;
2. this extension shall only apply to property that is separately and individually specified in the schedule;
3. the client will be responsible for the first amount payable as stated in the Schedule or in the section limits and first amount payable page.

Power surge or lightning strikes

The basic excess for Damage to Insured property is replaced with the excess stated in the Easy Guide to Clauses & Included Extensions Schedule caused by power surges or lightning strikes.

Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owner of the building (where the Insured is a tenant) provided that the Insured notifies the Company as soon as, such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

Sub-Section B: Consequential Loss

Defined events

The insurance provided by this Sub-Section shall be subject to the limits of indemnity stated in the Schedule and shall include:

1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred (in an actual and demonstrable way) by the Insured during the indemnity period, being 3 months, in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured, less any sum saved during the indemnity period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the accident and a time delay (time excess) of 24 hours is applicable from the time of the loss, provided that, the indemnity by this item shall not apply directly or indirectly to:

- 1.1 the cover provided for under reinstatement of data/programs of this Sub-Section;
- 1.2 the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this policy.

The indemnity by this item, in respect of any one occurrence, shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

2. Reinstatement of data/programs

The insurance under this item is extended to include costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which is lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to Sub-Section A of this policy) or by theft or by the deliberate, wanton intention of causing the cancellation or corruption of data or programs as provided for in Sub-Section A of this policy, provided that:

- 2.1 the indemnity shall not extend to nor include such costs incurred due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
- 2.2 in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event indemnifiable by this item, the Insured shall bear the amount stated in the Schedule as the first amount payable;
- 2.3 where the Insured elects to insure programs (software), a schedule of such programmes shall be lodged with the Company at the commencement of each period of insurance;

The indemnity by this item, in respect of any one occurrence, shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Definitions

Indemnity period

The period during which the results of the business shall be affected (either positively or negatively) in consequence of Damage, beginning the number of hours/days detailed in the Schedule as the time exclusion, after the commencement of the Damage and ending not later than the expiry of the period detailed in the Schedule as the indemnity period.

The time exclusion shall not apply to Damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

Accident

1. Applicable to Increased Cost of Working only and shall mean physical loss of or damage to the property insured described in the Schedule from any cause as provided for under Sub-Section A of this policy, liability under which Sub-Section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.
2. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than:
 - 2.1 the deliberate act of the Insured or any supply authority;
 - 2.2 drought or shortage of fuel at any electricity utility.

Special conditions applicable to failure of the public supply of electricity:

 - 2.3 the liability of the Company shall not exceed the Sum Insured by this Sub-Section;
 - 2.4 the indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

Limit of liability

The liability of the Company shall not exceed the amounts specified in the Schedule (relating to Sub-Section B) in respect of any one occurrence or series of occurrences arising out of or in connection with any one event.

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

In respect of which the Insured shall pay to the Company the additional premium required by the Company calculated pro rata from the day of the Damage to the end of the period of insurance.

Specific exceptions to Sub-Section B

1. **Fines and damages**
the Company shall not be liable to indemnify the Insured in respect of fines or damages for breach of contract, for late or non-completion of orders or any penalties of whatsoever nature.
2. **Loss of profit**
the Company shall not be liable to indemnify the Insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

Clauses, extensions and limitations

Prevention of access

If, during the indemnity period, the business at the premises be interrupted or interfered with in consequence of the Insured being prevented from having access to the property insured situated at the premises caused by Damage to property within a 10km radius of the insured premises, by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, the Company shall indemnify the Insured for loss resulting from such interruption or interference in accordance with the provisions contained herein, provided that:

1. the Insured is not entitled to indemnity as provided for in this Extension under any other policy or section of this policy;
2. this Section shall not be brought into contribution with any other policy or section of this policy bearing a like extension.

Reinstatement

Notwithstanding anything to the contrary contained in this Sub-Section B, it is hereby declared and agreed that, in the event of any interruption, following Damage, being aggravated by:

1. the Insured being unable or unwilling to replace or reinstate property Damaged, or failing to carry out such replacement or reinstatement within a reasonable time; or
2. addition, alteration or improvements being affected to the property insured on the occasion of its repair,

the Company's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 1 and 2 above.

Telecommunication access lines

Subject to the limits specified in the Schedule, consequential loss as provided for under Defined events (i) and (ii) of Sub-Section B arising from accidental failure of the Telecommunication access lines is included, provided always that the insurance under this Extension shall be subject to the special conditions below.

Special conditions applicable to telecommunication access lines

1. The liability of the Company shall not exceed the Sum Insured by this Sub-Section.
2. The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.
3. The insurance provided does not cover loss occasioned by the deliberate act of any Telecommunication authority or by the exercise of such Telecommunication authority of its power to withhold or restrict access to its lines.

General clauses, extensions and limitations

Capital additions and currency fluctuations

The indemnity by this Section shall include:

1. additional equipment or programmes purchased by the insured of a similar nature to that specified in the Schedule, provided that, in respect of Damage due to electrical or mechanical breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the Insured's premises;
2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured.

Provided that the increase shall not exceed, by more than the percentage stated in the Easy Guide to Clauses & Included Extensions of the total sum insured for Sub-Section A specified in the Schedule, it being agreed that the Insured will advise the Company of such alterations at the expiry of the period of Insurance or 12 consecutive months from the inception date or anniversary date, and pay the appropriate premium thereon but not exceeding 50% of the difference.

Incompatibility cover

Notwithstanding anything contained to the contrary in the policy, the indemnity by Sub-Sections A & B of this Section shall include costs necessarily and reasonably incurred by the Insured in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable Damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programmes to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which becomes inaccessible due to the modifications or alterations to the electronic system or in consequence of the replacement or upgrading of legal programmes,

provided always that:

4. the costs provided for in 1, 2 and 3 above shall be necessarily and reasonably incurred to maintain normal working conditions.
5. such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A or B (Defined Event 2) of this Section;
6. the cover afforded hereunder shall be restricted to:
 - 6.1 parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;
 - 6.2 programmes or data reinstated not indemnifiable under Defined event 2 of Sub-Section B hereof;
7. the indemnity by this Extension shall, in respect of any one event, be limited in the aggregate to the percentage stated in the Easy Guide to Clauses & Included Extensions of the applicable total Sum Insured under Sub-Section A and Sub-Section B – Defined Event 2 hereof or the limit stated in the Easy Guide to Clauses & Included Extensions, whichever is the lesser.

Viruses, trojans and worms

The Company shall not indemnify the Insured for loss or Damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

Machinery breakdown

Defined events

Any accidental, unforeseen and sudden physical damage to the insured machinery (or any part thereof) described in the Schedule:

1. whilst on the Insured premises from any cause not otherwise excluded;
2. at work or at rest;
3. being dismantled for the purpose of cleaning, inspection, repair, overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within the Insured's premises.

Provided always that this insurance shall apply to the insured property only after successful completion of its performance acceptance tests whether it is at work or rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of these aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

Definitions

Insured machinery

Shall mean the machinery as stated in the Schedule.

Premises

Shall mean the premises as stated in the Schedule.

Standby machinery

Shall mean as reflected in the Schedule next to each item of Insured Machinery shall mean that the Insured has declared that standby machinery is in existence and is operational and ready to take over the function of such Insured Machinery item in the event of Damage.

Basis of indemnity

Regardless of the original cause, the Company's liability, subject to the Sums Insured listed in the Schedule for this Section, shall be based on the following:

1. **Increased cost of working**
The additional expenditure necessarily and reasonably incurred as a direct consequence of the damage (including costs incurred in obtaining alternative storage facilities for the Insured property) wholly and exclusively incurred for the purposes of preventing or minimizing damage to the Insured property but not exceeding the amount stated in the Schedule.
2. **Partial loss**
Where damage to the insured machinery can be repaired, the Company will pay subject to the Sum Insured, the reasonable expenses incurred to restore the damaged machinery to working order based on the customary daily rates of wages in the district and normal freight and erection costs and customs dues.
3. **Repair, reinstate or replace**
The Company may at its option repair reinstate or replace any damaged machinery or pay the amount of the damage in cash.
4. **Total loss**
If the cost of repairs is equal to the Sum Insured or exceeds the actual value of the insured machinery immediately before the occurrence, such insured machinery shall be considered as a total loss and the Company will pay the actual value of the insured machinery immediately before the occurrence which shall be calculated as the new replacement value.
5. **Sum insured**
The Sum Insured for each item of insured machinery specified in the Schedule shall be the new replacement value including freight dues, customs duties and erection costs.
6. **Average**
If the Sum Insured on any item of insured machinery specified in the Schedule at the time of the loss is less than the new replacement value including freight dues, customs duties and erection costs, the Insured shall be considered to be their own insurer for the difference and shall bear a rateable proportion (equal to the percentage by which the replacement value exceeds the Sum Insured) of the loss accordingly and every item of insured machinery will be separately subject to this condition.

Specific conditions

1. Access

The Insured shall allow the authorised representatives of the Company to examine the insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Company restore the risk to normal within a reasonable time failing which the Company may suspend cover in whole or in part until the risk is restored to normal.

2. Alterations to working conditions

Notice of any intended alteration to or departure from normal working conditions which would affect the risk of damage to the insured machinery specified in the Schedule must be given to the Company. If the Company cannot approve the alteration or departure from normal working conditions the Company may cancel the insurance in respect of the insured machinery concerned, making an appropriate return of premium.

3. Claims

On the happening of an event giving rise or likely to give rise to a claim, the Insured shall, in addition to complying with General Condition 6 (Claims) of this policy and without prejudice or limitation to any other duties placed on the Insured by this Policy:

- 3.1 take all reasonable steps to minimise the extent of such loss or damage;
- 3.2 shall preserve any damaged or defective parts of the insured machinery for inspection by the Company;
- 3.3 shall be entitled to carry out emergency minor temporary repairs or replacement to ensure the continuation of the operations or safety of the insured machinery, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any repairs or alterations are effected. Such emergency minor temporary repair costs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair costs.

4. Maintenance

The Insured shall:

- 4.1 take all reasonable steps to maintain the insured machinery in efficient working order and ensure that no item of insured machinery is intentionally or recklessly overloaded;
- 4.2 comply with the manufacturers' instructions for operating, inspection and maintenance of the insured machinery.

5. Service contract

Unless otherwise stated in the Schedule, it is a condition precedent to liability that the Insured shall have a maintenance process undertaken in terms of a maintenance contract with specialist maintenance engineers in respect of the insured machinery stated in the Schedule.

Specific exceptions

The Company shall not be liable for:

1. the first amount payable, stated in the Schedule, to be borne by the Insured in respect of each and every occurrence.
2. damage due to fire, extinguishing of a fire, direct lightning strikes, explosion, theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, sonic shock waves, water that escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system, subsidence, landslide, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling,
3. irrespective of the original cause the Company will not pay for wastage of material or the like or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration.
4. temporary repairs and any consequences arising therefrom unless the Company has authorised the temporary repairs,
5. damage to expendable parts and tools such as (but not limited to) bits, cutters, knives, saws, blades, dies, patterns, rollers, sieves, chains, belts, ropes, conveyor bands, jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the insured machinery, as provided for by this insurance, the Company shall indemnify the Insured for the residual value of such parts or tools,

6. extra charges for express delivery, overtime, Sunday and holiday rates of wages unless specially provided for herein,
7. costs of any alterations, additions improvements and overhauls carried out on the occasion of a repair,
8. damage resulting from experiments, overloads, tests or overhauls requiring the imposition of abnormal conditions,
9. the value of damaged parts that can be used in any way whatsoever,
10. loss of or damage to foundations, masonry or refractories, unless specifically and separately stated in the Schedule to be included.
11. damage due to defects or errors already existing at commencement of this insurance and which were known or should have been known to the Insured.
12. consequential loss or liability of any kind or description and loss of profits
13. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract,
14. loss or damage as a direct consequence of the continual influence of operation (for example wear and tear, cavitation, erosion, corrosion, rust, boiler scale).

Machinery breakdown deterioration of stock

Defined events

Physical loss of or damage (hereinafter in this Section referred to as Damage) to the insured property specified in the Schedule caused by deterioration or contamination or putrefaction or spoilage due to accidental, unforeseen and sudden physical damage to the insured machinery specified in and indemnifiable under the Machinery Breakdown Section, in respect of:

1. fortuitous damage to the insured property being the value of the insured property affected as a direct result of the accident, provided that the liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.
2. increased cost of working being the additional expenditure necessarily and reasonably incurred (in an actual and demonstrable way) as a direct consequence of the accident (including costs incurred in obtaining alternative storage facilities for the insured property) wholly and exclusively incurred for the purpose of preventing or minimizing damage to the insured property but not exceeding the amount for increased cost of working stated in the Schedule;

Provided that other than in the case of accidental escape of refrigerant, damage shall cause a fluctuation in temperature in the cold room(s) and the Company shall have the benefit of any saving in expenditure as a result of the Damage.

Definitions

Accident

1. Shall mean accidental, unforeseen and sudden physical damage to the insured machinery specified in and indemnifiable under the Machinery Breakdown Section.
2. Failure of the public supply of electricity at the terminal ends of the supply authority's service feeders in the insured's premises from any accidental cause other than:
 - 2.1 the deliberate act of the insured or any supply authority, or
 - 2.2 drought or shortage of fuel at any power station.
3. Shall mean Damage to the insured products contained in the insured cold room(s) caused as a direct result of the accidental escape of refrigerant following unforeseen and sudden physical damage to the refrigeration machinery described in the Schedule of the Machinery Breakdown Section.

Damage

In respect of Insured Property shall mean destruction or impairment in value of the insured Products by deterioration or contamination or putrefaction or spoilage

Insured property

Shall mean stock, goods or perishable items that are stored in refrigerated or temperature-controlled environments.

Value

Shall mean

1. The actual purchase price paid by the Insured to their supplier for the insured property or that part thereof affected by damage; or
2. The actual purchase price paid by the Insured to their supplier for the insured property or that part thereof affected by Damage including the processing costs of such insured property prior to being placed in the Cold room(s); or
3. The selling price of the insured property or that part thereof affected by Damage,

Whichever is stated in the Schedule to be applicable.

Specific conditions

1. The insured machinery as described in the Schedule of the Machinery Breakdown Section are maintained under a maintenance contract in accordance with the suppliers or manufacturers specifications.
2. In the event of Damage to the insured property:
 - 2.1 where such Damage necessitates destruction of the insured property a certificate of condemnation must be obtained by the Insured from the appropriate local authority for such insured property to be destroyed;
 - 2.2 in cases where Damage is alleged to have impaired the value of the insured property, reasonable proof of impairment of value must be submitted by the Insured in respect of such insured property;
 - 2.3 where the Insured has incurred an increase in the cost of working so as to prevent or minimise Damage to the insured property reasonable proof of the necessity for incurring such costs must be furnished by the Insured.

Specific exceptions

The Company shall not be liable for:

1. The first amount payable and the time excess stated in the Schedule;
2. damage to the insured property caused by bruising, rodents, pests or natural deterioration, disease or vice;
3. damage to insured property not contained in insured Cold room(s) at the time of such Damage;
4. consequential loss, damage or liability arising out of the Damage to the insured property.

Machinery breakdown business interruption

Defined events

Interruption of or interference with the Business of the Insured resulting from damage to insured machinery, as listed in the Machinery Breakdown schedule, used by the Insured at the Premises for the purposes of the Business, provided that,

1. payment shall have been made or liability admitted for the damage under the Machinery Breakdown Section, except in so far as a proviso may operate to exclude losses below a certain amount;
2. the liability of the Company shall in no case exceed the Sum Insured stated in the Schedule.

Definitions

Accident

Any accidental, unforeseen and sudden physical damage to the insured machinery and plant necessitating its immediate repair or replacement, from any cause provided for under the Machinery Breakdown Section.

Annual turnover/revenue

As may be necessary to provide for the trend of the business and for variations the turnover during the 12 (twelve) months immediately before the date of the damage, adjusted in terms of Clause 3 (Adjustment Clause)

Business

The Insured's business as stated in the Schedule

Gross profit (Difference Basis)

The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

Gross profit (Specified standing charges basis)

Shall mean the sum produced by adding to the Net Profit the amount of the Insured Standing Charges or if there is no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the Business.

Indemnity period

Shall mean the period during which the results of the Business are affected in consequence of the Accident beginning the number of hours/days stated under the time excess of Schedule after the occurrence of the Accident and ending not later than the expiry of the period (time excess) shown in Schedule after the occurrence.

Machinery and plant

Insured machinery and plant as stated in the Machinery Breakdown Section Schedule.

Net profit

Shall mean the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the Business of the Insured at the Premises after due provision has been made for all Standing and other charges including depreciation but before the deduction of any taxation chargeable on profits

Premises

Shall mean the premises as stated in the Schedule.

Rate of gross profit

Shall mean the rate of Gross Profit to Turnover during the financial year immediately before the date of the Damage, adjusted in terms of Clause 3 (Adjustment Clause).

Revenue

Shall mean the money paid or payable to the Insured for goods sold and for services rendered in the course of the Business at the Premises.

Standard turnover/revenue

Standard Turnover shall mean the Turnover during the period corresponding with the Indemnity Period in the twelve months immediately before the date of the Accident adjusted in terms of Clause 3 (Adjustment Clause)

Standing charges

As specified in the Schedule

Shortage in turnover

Shall mean the amount by which the Turnover during the specified portion of the Indemnity Period shall in consequence of the Accident fall short of that part of the Standard Turnover to which it relates.

Time excess

The period stated in the Schedule

Turnover

Turnover shall mean the money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

Basis of loss settlement

Subject to the insured amount in the schedule not being exceeded:

1. Gross profit (difference basis)

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

1.1 For reduction in turnover:

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

1.2 For increase in cost of working:

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

less any sum saved during the indemnity period for such charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the accident, provided that

if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

2. Revenue

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

2.1 For reduction in revenue:

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

2.2 For increase in cost of working:

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

less any sum saved during the indemnity period for such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the accident, provided that

if the sum insured by this item is less than the annual revenue (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

3. Additional increased in cost of working

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

Specific conditions

1. Business rescue or liquidation

The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.

2. Claims

On the happening of any damage in consequence of which a claim may be made under this Section, the Insured shall,

- 2.1 in addition to complying with General conditions 6 (Claims) and 7 (Company's rights after an event), give notice thereof to the Company as soon as reasonably possible after the event, but not later than 30 days thereafter the event, and provide particulars of any other insurance covering such events as are hereby insured.
- 2.2 with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- 2.3 as far as may be reasonably practicable without causing any increase in the period of interruption or interference with the Business, the Insured shall take precautions to preserve anything that might prove necessary or useful by way of evidence in connection with any claim,
- 2.4 the Insured shall discontinue the use of any damaged Insured Machinery unless the Company authorised otherwise, and the Company shall not be liable in respect of any further interruption or interference with the Business arising out of the continued use of any damaged Insured Machinery without the Company having given its consent in writing to such use until the aforesaid Insured Machinery has been repaired to the satisfaction of the Company,
- 2.5 as soon as practicable after the event, but not later than 90 days after the event or such further time as the Company may in writing allow submit to the Company full details in writing of any claim and shall preserve all damaged property following a loss.

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

3. Standby machinery (If stated in the Machinery Breakdown Schedule to be applicable)

Any item of Insured Machinery insured under the Machinery Breakdown Section of this policy against which the word "Standby" appears in the Schedule, shall be maintained as standby available for immediate use in the event of the failure of the Insured Machinery to which it is standby. Should the standby position change, the Insured shall give notice as soon as possible to the Company and pay the applicable additional Premium, calculated from the date that the item of Insured Machinery ceased to be standby.

Specific exceptions

This Section does not cover any loss or claim resulting from interruption of or interference with the Business directly or indirectly attributable to any of the following causes:

1. Loss of Business due to causes such as suspension, lapse or cancellation of a lease, licence, order, etc., that occurs after the date when the insured machinery and plant affected by an Accident is again in operating condition and the Business could have been resumed if the aforesaid lease, licence, order, etc., had not been suspended, lapsed or cancelled.
2. Shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the Schedule of this Section;
3. Any restrictions on reconstruction or operation imposed by any public authority;
4. The Insured not having at their disposal, in good time, sufficient capital for repairing or replacing destroyed or damaged insured machinery;
5. The Company will not be liable for loss resulting from interruption or interference with the Business due to additions, alterations or improvements being effected to the damaged item(s) on the occasion of its repair.

Clauses, extensions and limitations

Accountant / auditor

Any particulars or details contained in the Insured's books of account or other Business books or documents which may be required by the Company under this Section, for the purpose of investigating or verifying any claims under this insurance may be produced and certified by the Insured's own accountants and/or auditors and their certificate will be prima facie evidence of the particulars and details to which such certificate relates. This does not in any way limit or detract from the Insured's duties under the General conditions of this Policy.

Accumulation of stocks

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

Adjustment clause

Rate of Gross Profit, Annual Turnover and Standard Turnover shall be adjusted as necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the accident or which would have affected the Business so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results that but for the accident would have been after the accident.

Departments or branches

If the Business is conducted in departments/branches the independent trading results of which are ascertainable the Provisions (Basis of Loss Settlement) of items 1 Gross profit (difference basis) and 2 Revenue Revenue will apply separately to each department/branch whose results are affected by the Accident, provided that,

if the respective Sums Insured are less than the aggregate of the sums produced by applying the rate of Gross profit or Revenue for each department/branch of the business (whether its results are affected by the accident or not) to the relative annual turnover thereof (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

Deposit premium

In consideration of the premium for 1 Gross profit (difference basis) and 2 Revenue being provisional because they are calculated on 75% (seventy five percent) of the Sum(s) Insured thereby, the premium is subject to adjustment on expiry of each period of insurance as follows:

If the Gross profit or Revenue earned (proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year concurrent with any period of insurance is less or greater than 75% (seventy five percent) of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made for the difference.

New business

For the purpose of assessing any loss sustained as the result of an Accident occurring before the completion of the first year's trading, the terms "Rate of Gross Profit", "Annual Turnover / Revenue", "Standard Turnover / Revenue" shall bear the following meanings:

1. **Rate of gross profit**
The rate of gross profit earned on the turnover during the 3 (three) months immediately before the date of the accident.
2. **Annual turnover**
12 (twelve) times the average monthly turnover for the 3 (three) months immediately before the date of the accident.
3. **Standard turnover**
The turnover which would have been achieved during the indemnity period if the average turnover during the 3 (three) months immediately before the date of the accident had been maintained.
4. **Annual revenue**
The average revenue earned during the 3 (three) months immediately before the date of the accident.
5. **Standard revenue**
The revenue which would have been earned during the indemnity period if the average revenue during the 3 (three) months immediately before the date of the accident had been maintained

Other premises

If, during the Indemnity Period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the Business, either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the Indemnity Period.

Overhauls

If, during a period of 6 (six) months immediately following the re-commissioning of the insured machinery and plant after the damage, the Insured derives benefit from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the Business, such benefits shall be taken into account in determining the amount payable as indemnity under this Section.

Return of premium

If the Gross Profit and/or Revenue earned (all proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year concurrent with any period of insurance is less than the respective sums insured thereon a pro-rata return of premium not exceeding 33% (thirty three percent) of the premium paid on such sums insured for such period of insurance will be made for the difference, provided that, if any claim arises under these items, such return will be made only in respect of the difference not due to such claim.

Salvage sale

If the Insured shall hold a salvage sale during the Indemnity Period, item "1.1 For reduction in turnover" under Gross profit shall, for the purposes of such claim, read as follows:

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

Houseowners

Defined events

Loss of or damage (hereinafter in this Section referred to as Damage), to the whole or part of the Insured Property reflected in the Schedule caused by any of the following perils:

1. fire,
2. lightning or thunderbolt,
3. explosion,
4. earthquake or volcanic eruption
5. special perils: Damage caused by,
 - 5.1 storm, wind, water, hail, flood or snow, but excluding Damage to Insured Property:
 - 5.1.1 arising from its undergoing any process necessarily involving the use or application of water,
 - 5.1.2 caused by tidal wave originating from an earthquake,
 - 5.1.3 caused by sea surge
 - 5.1.4 in the open (other than insured buildings, structures, plant and other items designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule,
 - 5.1.5 to gateposts, gates, fences not constructed of stone, concrete, steel or brick,
 - 5.1.6 to retaining walls unless specifically insured as a separate item in the Schedule,
 - 5.2 aircraft and other aerial devices or articles dropped therefrom,
 - 5.3 impact by rocks and boulders animals, trees (except falling trees whilst contractors are engaged in the felling thereof), aerials, satellite dishes or vehicles, excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

Provided that Special Perils above does not cover:

1. wear and tear or gradual deterioration;
2. Damage caused or aggravated by;
 - 2.1 subsidence or landslip;
 - 2.2 the Insured's failure to take all reasonable precautions for the maintenance and safety of the Insured Property and for the minimisation of any Damage
 - 2.3 caused or aggravated by mildew, damp, rising damp, rust, corrosion or rot
 - 2.4 consequential loss of whatsoever nature other than Loss of Rent as described under Clauses, extensions and limitations of this Section,
 - 2.5 any loss or Damage as a result of structural defects, faulty design, defective workmanship, lack of maintenance, normal wear and tear, gradual deterioration, corrosion, inherent vice and latent defect
6. Damage to the building following the sudden and unforeseen escape
 - 6.1 of water from washing machines, dishwashers and damages due to bursting and leaking of geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems,
 - 6.2 accidental leakage of oil from fixed oil heating installations,
7. loss or Damage by theft or any attempt thereat including fixtures and fittings in or on the buildings as defined, but excluding theft or any attempt thereat whilst the Insured Buildings are left vacant, lent, let or sub-let in whole or in part unless such theft or attempt thereat is accompanied by visible signs of forcible and violent entry to or exit from the Insured Buildings, and provided that,
 - 7.1 if any Insured Building becomes unoccupied for more than 30 consecutive days, this item is suspended as regards the property affected, unless the Insured, before the occurrence of any Damage, obtains the written consent of the

Company to continue cover.

- 7.2 for the purposes of this Defined Event, the accommodation of paying guests, boarders or lodgers not exceeding 3 in number shall not be deemed to be lending, letting or sub-letting of the Insured Buildings.
8. The collapse or breakage of or Damage to radio or television aerials or masts and satellite dishes.
9. Malicious Damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such Damage, other than Damage to:
 - 9.1 movable property which is:
 - 9.1.1 stolen;
 - 9.1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
 - 9.2 moveable or immovable property which is damaged by thieves while breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;
 - 9.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of:
 - 9.3.1 the removal or partial removal or any attempt thereof;
 - 9.3.2 the demolition or partial demolition or any attempt thereof; the said immovable property or any part/s thereof with the intention of stealing any part/s thereof,

Provided that this Peril does not cover:

- 9.4 Damage related to or caused by fire or explosion;
- 9.5 Consequential or indirect loss or Damage of any kind or description whatsoever, other than loss of rent if specifically insured under this policy;
- 9.6 Damage resulting from total or partial cessation of work, or the retarding, interruption or cessation of any process or operation;
- 9.7 Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 9.8 Damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Proviso 9.4, 9.5, 9.6, 9.7 or 9.8 above, Damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

If any Insured Building 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 the written agreement of the Company to continue this Extension.

During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Definitions

Property

The Insured Property shall mean the following;

1. the building(s) of the private and domestic residence, garages, outbuildings and apartments constructed of brick, stone or concrete and roofed with slate, tiles, metal, concrete unless otherwise stated in the Schedule,
2. domestic carports,
3. domestic water tanks and structures thereof, septic sewerage tanks,
4. domestic sporting and recreational structures such as tennis courts, swimming pools (except portable swimming pools), spa baths, saunas and jacuzzi(s) including related machinery and pumps (other than automatic pool cleaning equipment), pool safety nets and covers,
5. domestic walls (excluding retaining walls unless separately insured and noted in the Schedule), gates, gate motors, fences

- (other than hedges) including palisades, electric fences, gate and fence posts,
6. domestic paved or surfaced areas (including driveways) of brick, concrete, asphalt or stone (excluding gravel),
 7. fixed ornamental structures,
 8. domestic borehole and well point pumps and electrical motors and other domestic water supplying equipment (excluding windmills and its equipment),
 9. aerials, masts (including lightning conductors), satellite dishes, electrical air conditioners, geysers and solar heating systems,
 10. all other general landlords' fixtures and fittings therein or thereon not mentioned above.

Insured

Shall mean the insured as stated in the schedule, including any co-insured if stated to be included, spouse and any members of their immediate family who normally reside with and who are financially dependent, upon the Insured.

Conditions

Average

If the Insured Property shall, at the commencement of any insured loss or Damage, be collectively of greater value than the Sum Insured in respect of such Insured Property, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share (equal to the percentage by which the value exceeds the Sum Insured) of the aforesaid loss or Damage accordingly. Every item, if more than one of this Section shall be separately subject to this condition.

Reinstatement value conditions

In the event of the building being 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 nor more extensive than the Insured Property new, provided that:

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 the Company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment, beyond the amount which would have been payable if these Reinstatement Value Conditions had not been incorporated herein, shall be made,
2. Until expenditure has been incurred by the Insured in replacing or reinstating the Insured Property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these Conditions had not been incorporated herein
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 damaged exceeds the Sum Insured thereon at the commencement of any damage to such property by a Defined Event, then the Insured shall be considered as being their own insurer for the excess and shall bear a rateable share (equal to the percentage by which the cost exceeds the Sum Insured) of the loss accordingly. Each item of this Section, if more than one, to which these Conditions apply shall be separately subject to this provision,
4. these Conditions shall be without force or effect if:
 - 4.1 the Insured fails to intimate to the Company within 6 months of the date of damage or such further time as the Company may in writing allow, their intention to replace or reinstate the property,
 - 4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

Matching building materials

While the Company is under no obligation to restore the Insured's private residence to its original condition, the Company will make every effort to do so when the situation permits and within its discretion.

In cases where an exact match is not possible, the Company shall use materials that as closely as possible, in our opinion, match the missing or damaged materials.

Only the area of the Insured's private residence where the loss or damage has occurred will be the subject of the Company's actions and if the Insured wants to maintain a consistent look throughout the private residence, the additional cost for matching building materials will be for the Insured's account.

Specific exceptions

This Section does not cover:

1. any consequential or indirect loss or Damage of any kind or description whatsoever, except loss of rent as specifically provided for under Loss of Rent;
2. any loss or Damage as a result of structural defects, faulty design, defective workmanship, lack of maintenance, normal wear and tear, gradual deterioration, corrosion, inherent vice and latent defect;
3. any loss or Damage caused by, or aggravated by depreciation, pests such as rodents, moths, insects, vermin or infestations thereof;
4. Damage to any dwelling of which the construction is non-standard or has a thatch roof unless so stated in the Schedule to be included.

Clauses, extensions and limitations

Accidental damage to buildings

Accidental Damage (but only whilst the private dwelling is furnished and occupied) to buildings but excluding Damage caused by or resulting from:

1. wear and tear;
2. depreciation;
3. electrical or mechanical breakdown;
4. rust, mildew, moth, vermin or insects;
5. scratching, denting or chipping;
6. the Insured's own domestic pets;
7. any gradually operating cause;
8. any process of dyeing, cleaning or renovating;
9. the action of light or atmospheric conditions;
10. confiscation or detention by any process of law
11. consequential loss of any nature.

Provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Accidental damage to geysers

This extension covers accidental (sudden and unforeseen) loss or Damage to geysers, solar geysers, water tanks, water apparatus, water heating systems and water pipes following sudden and unforeseen bursting, leaking or rupturing, the property of the insured installed in the buildings described in the Schedule, provided that:

1. this Extension does not cover structural defects, faulty design or poor workmanship;
2. if any Building or structure becomes unoccupied for more than 30 consecutive days, the insurance in respect of this Extension is suspended;
3. the Company's liability, in respect of any one event, shall not exceed the limit and first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

Accidental damage to glass and sanitary ware

Accidental damage (only whilst the private dwelling be furnished and occupied) to sanitary-ware, fixed glass and mirrors against walls and in windows, doors, fan lights, roof windows, greenhouses, conservatories and veranda's, stove glass tops, fixed wash basins, baths, pedestals, sinks, lavatory pans, splash backs and cisterns (but excluding chipping, scratching and other disfiguration) forming part of the building provided that the Company shall not pay more than the limit stated in the easy Guide & Included Extensions Schedule.

Accidental damage to machinery

Sudden and unexpected Damage to machinery of swimming pools and Jacuzzis, boreholes (excluding windmills), sprinkler irrigation systems, electric gates and garage doors, air-conditioners, burglar alarms and built-in stoves used solely for domestic purposes and all components of a solar system and/or alternative power system such as solar panels, inverters, batteries and related peripherals.

The machinery must be installed in or on the Buildings at the premises, provided that the Limit of indemnity for this extension for any one event shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule plus any additional limit if stated in the Schedule to be included.

The Company shall, however, not be liable in respect of:

1. loss or Damage directly or indirectly caused by rust, subsidence, landslip or the collapse of any building;
2. misapplication of tools or equipment, experiments, wilful overloading or the introduction of abnormal conditions;
3. Damage arising out of hydraulic testing or which is discovered during routine examination;
4. Damage as a result of faults or defects which were known to the Insured or their responsible employees at the time of the acceptance of this insurance and not revealed to the Company;
5. repair or replacement:
 - 5.1 due to wearing away or wasting of the material of the plant, slowly developing deformation or distortion or other gradual deterioration of any part of the plant, failure of connections or joints, faulty design, workmanship or material;
 - 5.2 of fuses or electrical contacts at which sparking or arcing occurs, heating elements, collecting brushes, trailing wires, valves, dies, springs, clutch plates, piston rings, gaskets, seals, exchangeable or expendable parts such as bits, drills, cutters, knives, blades, chains, belts, jointing or packing materials or fittings such as fusible plugs, shear pins, safety links and parts not made of metal (except insulation of electrical conductors)
6. Consequential loss of any nature;
7. Any claim provided for in terms of the guarantee or warranty issued by the manufacturer of the aforementioned machinery or provided for in terms of a service contract in respect of such machinery;
8. Loss or damage caused by any power surge or any electrical supply fluctuations of any nature.

Additional costs

Costs necessarily incurred by the insured in respect of Damage caused by an insured event for:

1. demolition, debris removal and clearing, erection of hoardings during building operations,
2. architects', surveyors', consulting engineers' and other fees approved by the Company,
3. costs to comply with building regulations in accordance with any ordinance of any municipal or other local authority or municipality plan scrutiny fees.

Provided that the liability of the Company in respect of these costs payable in addition to any other payment for which the Company may be liable in terms of this Section will not exceed the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured of the property affected.

Capital additions

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the Insured Property for an amount not exceeding the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the Sum Insured thereon, it being understood that the Insured undertakes to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Cost of removal of trees

The insurance under this Section covers costs reasonably and necessarily incurred in removing trees or parts of trees from the dwelling(s) or premises as described in the Schedule that have fallen following a Defined Event or leaning trees (except falling trees while contractors are engaged in the felling thereof) that are in danger of causing Damage to the insured property, provided that, such costs will be subject to the Company's prior written consent and shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Damage by wild baboons, monkeys or other wild animals

This section is extended to include loss of or Damage to the building(s) as stated in the Schedule, caused by wild, baboons, monkeys or animals, provided that:

1. wild baboons, monkeys or animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and do not include pests such as rodents, moths, insects, vermin or infestations thereof.

Provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Fire-extinguishing charges

Reasonable costs and expenses relating to the extinguishing or fighting of Fire shall be deemed to be Damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section, provided that the Insured is legally liable for such costs and the property insured was in danger from the Fire. The Company shall not be liable to pay more than the percentage stated in the Easy Guide to Clauses & Included Extensions of the applicable Sum Insured.

Gardens and water features

The insurance under this Section covers costs reasonably and necessarily incurred by the Insured for the replacement of trees, shrubs, plants, water features and fixed irrigation installations situated at the Premises following Damage caused by fire, explosion, any emergency services operations, collision by vehicles or aircraft and other aerial devices or articles dropped therefrom or deliberate or intentional acts, excluding loss or damage caused by or arising from theft or attempted theft, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Golfers hole in one or full house

If the Insured or a Co-insured playing as an amateur, hit a hole-in-one in golf or score a full-house in bowls, on a golf course or bowling-green, affiliated to a provincial union, the Company will not pay more than the liability stated in the Easy Guide to Clauses & Included Extensions Schedule to the Insured, provided that the hole-in-one or full-house must be achieved whilst playing in terms of the recognised rules of the specific game and the hole-in-one or full-house must be confirmed in writing by the secretary of the club.

Loss of rent

Loss of rent as a result of the private dwelling insured being so Damaged by any of the Perils specified as to be rendered untenable but only for the period necessary for reinstatement and for an amount the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule for which the aforementioned private dwelling is insured in terms of this Section.

The basis of calculation shall be the Annual rent of the aforementioned private dwelling unfurnished or its equivalent in rental value

Loss or damage to keys

This Section is extended to indemnify the Insured in respect of the cost of replacing locks and keys including the remote and/or alarm controller and, if necessary, the reprogramming of such coded alarm system of the Building following upon loss of or Damage to any lock or key, remote or alarm controller or upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote or alarm controller, whether or not obtained by violence or threat of violence.

This Section also covers the reasonable expenses incurred in an emergency to call in a locksmith as a result of the loss of or Damage to such lock, key, remote and/or alarm controller, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Mortgagee clause

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

Public authorities' requirements

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

1. the amount recoverable under this clause shall not include:
 - 1.1 the costs incurred in complying with any of the aforesaid regulations;
 - 1.1.1 in respect of Damage occurring prior to granting of this clause;
 - 1.1.2 in respect of Damage not insured under this Section;
 - 1.1.3 under which notice has been served upon the Insured prior to the happening of the Damage;
 - 1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion Damaged;
 - 1.2 the additional costs that would have been required to make good the Insured Property Damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
 - 1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this clause not being thereby increased;
3. if the liability of the Company under any item of this Section, apart from this clause, shall be reduced by the application of any of the terms, exceptions and conditions of this Section, then the liability of the Company under this clause in respect of any such item shall be reduced in like proportion;
4. the total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

Public supply connections

Accidental (sudden and unforeseen) Damage to water, sewerage, gas, electricity and telecommunication connections and other underground pipes the property of the Insured or for which the Insured is legally responsible between the described Buildings and the public supply or mains.

Security guards

The Company will compensate the Insured for the employment of guards necessary to protect the Insured Property following the occurrence of a Defined Event, but not exceeding the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Subsidence and landslip – limited cover

1. This Section is extended to include Damage to the insured property identified in the Schedule, caused by subsidence, landslip, or heave of the land supporting that property, provided such Damage is not caused by, or does not arise from:
 - 1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
 - 1.2 alterations (including structural), additions or repairs to the building(s);
 - 1.3 the compaction or infill;
 - 1.4 defective or faulty design, materials or workmanship;
 - 1.5 excavations other than mining operations;
 - 1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
 - 1.7 removal or weakening of support to the insured property.
2. The Company will not be liable for;
 - 2.1 loss of 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 Buildings are damaged at the same time are Damaged at the same time by the same event,
 - 2.2 loss of or Damage to solid floor slabs or any part of the Insured Property resulting from the movement of such slabs unless the foundation supporting the external walls of the insured building(s) are Damaged by the same cause at the same time;
 - 2.3 consequential loss of any kind whatsoever;
 - 2.4 damage existing at commencement of cover.

3. The Company will not be liable for work necessary to prevent further loss or Damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the Insured Property and any subsequent additions thereto
4. The Insured will be responsible for the first amount payable as stated in the Schedule.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of these Exceptions, any Damage is not covered by this Extension, the burden of proving the contrary shall be upon the insured.

Subsidence and landslip – extended cover (If stated in the Schedule to be included)

If this Peril is stated in the Schedule to be included, then it replaces the Subsidence and Landslip Peril – Limited Cover and reads as follows:

1. This Section is extended to include Damage to the insured property identified in the Schedule, caused by subsidence, landslip, or heave of the land supporting that property, provided such Damage is not caused by, or does not arise from:
 - 1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
 - 1.2 alterations (including structural), additions or repairs to the building(s);
 - 1.3 the compaction or infill;
 - 1.4 defective or faulty design, materials or workmanship;
 - 1.5 excavations other than mining operations;
 - 1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
 - 1.7 removal or weakening of support to the insured property.
2. The Company will not be liable for;
 - 2.1 loss of or Damage to septic or conservancy tanks, drains, water courses unless the insured building(s) are Damaged at the same time by the same event;
 - 2.2 consequential loss whatsoever;
 - 2.3 damage existing at commencement of cover.
3. the Insured will be responsible for the first amount payable as stated in the Schedule.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of these Exceptions, any damage is not covered by this Extension, the burden of proving the contrary shall be upon the insured.

Temporary repairs and measures after a loss

This section is extended to include all reasonable costs and/or expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after a Defined Event, provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Tenants clause

The Company's liability to the Insured shall not be affected by any act or omission on the part of any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the Terms, Exceptions or Conditions of this Section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

Water leakage

The Company will indemnify the Insured for costs of water lost through leakage from or bursting of pipes on the Insured premises where the Insured are responsible to pay the charge for such additional water consumed, provided that:

1. the quarterly reading of water consumption must have exceeded the average of the previous four quarterly readings by 50% or more;
2. the Company's liability in respect of any one incident shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule or the amount stated in the Schedule whichever is the greater;
3. the Company shall not be liable for more than two separate incidents in any 12-month period;
4. the Insured shall, upon discovery of a leak or burst (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair or replace the pipe(s) affected;
5. this Extension does not cover the cost of remedial action including repair or replacement of the pipe(s) affected;

6. the Company shall not be liable for claims:
 - 6.1 as a result of leaking taps, geysers, toilet systems or swimming pools;
 - 6.2 while the property is unoccupied for a period in excess of thirty consecutive days;
 - 6.3 where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

Specific extension

Personal legal liability

Defined events

Damages for which the Insured (as defined under this extension) becomes legally liable to pay in their personal and private capacity as a result of Injury or Damage occurring during the period of insurance, within the Territorial Limits, but excluding any judgement, award, payment or settlement made within countries that operate under the laws of North America, or to any order made anywhere in the world to enforce such judgement, award or settlement whether in whole or in part, during the Period of Insurance.

Limits of indemnity

The Company's liability for all compensation payable to any one claimant or any number of claimants, including Costs and Expenses, in respect of or arising out of any one event or series of events attributable to one original cause or source, shall not exceed the Limit of indemnity less any first amount payable stated in the Schedule.

Definitions

Costs and expenses

Shall mean costs, charges, expenses and legal costs recoverable from the Insured (as defined under this extension) by a claimant or any number of claimants, or incurred by the Company or by the Insured with the Company's prior consent:

1. in the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against the Insured in respect of Injury or Damage or other liability as insured in terms of this Section of the Policy.
2. in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in a court of applicable jurisdiction in respect of matters which may form the subject of indemnity by this Section of the Policy.

Damage

Shall mean loss of or physical damage to tangible property.

Domestic employees

Shall mean a person that is employed under a contract of service with the Insured to work in the private household of the Insured.

Event

Shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of bodily injury or personal injury or loss of or damage to property shall be treated as a single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned.

First amount payable

Shall mean the amount stated in the Schedule, which will be payable by the Insured for each event giving rise to a claim.

Injury

Shall mean death, bodily injury or illness (whether mental or physical) or disease of any person other than Injury to the Insured or any person in the employ of the Insured.

Insured

Shall mean the insured as stated in the schedule, including any co-insured if stated to be included, spouse and any members of their immediate family who normally reside with and who are financially dependent, upon the Insured.

Property

Shall mean tangible property, excluding information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.

Territorial limits

Shall mean anywhere in the world.

Specific exclusions

The Company will not indemnify the Insured in respect of:

1. liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement;
2. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to the pursuit or exercise of any business, trade, occupation or profession;
3. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to:
 - 3.1 the ownership:
 - 3.1.1 of any land, buildings or structures;
 - 3.1.2 or possession, use or handling of vehicles of any kind (including inter alia trailers and caravan trailers but excluding pedal cycles which are not mechanically or electrically driven/assisted),
 - 3.1.3 of vessels or watercraft of any kind;
 - 3.1.4 of aircraft and other aerial devices of any kind including those arising out of or in connection with the ownership, application and or use of drones. This aforementioned exclusion will include all drone related business services and activities;
 - 3.1.5 or possession, use or handling of any firearms or air-guns or fireworks;
 - 3.1.6 of any animals (other than domesticated animals usual to a domestic dwelling);
 - 3.1.7 of property belonging to or leased, let, rented, hired or lent to or held in trust by or in the custody of or under the control of the Insured or any person employed by the Insured;
4. wilful or malicious acts;
5. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to vibration or the removal or weakening of or interference with support to land, buildings or any other property;
6. any fines or penalties or punitive, exemplary or vindictive damages;
7.
 - 7.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by pollution, provided that this exclusion shall not apply where such Pollution is caused by a sudden, unintended and unforeseen occurrence;
 - 7.2 the cost of removing, nullifying or cleaning up substances resulting from pollution unless the pollution is caused by a sudden, unintended and unforeseen occurrence.

This exclusion shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exclusion.
8. any liability for Injury attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.

Extensions

Additional insured

The Company will also, as though a separate policy has been issued to each, indemnify any personal legal representative(s) of the Insured (in the event of the death of the Insured), in respect of liability incurred by the Insured, provided that:

1. the liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;
2. any person to which this extension applies is not entitled to indemnity under any other policy;
3. such representative(s) to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this insurance in so far as they can apply.

Contracts with security, armed response, and garden services companies

Specific exclusion 1 shall not apply to any liability that is assumed in terms of a written contract with any entity that provides security or armed response services or garden services in respect of the Insured Property under the Houseowners or Householders Section of this policy, provided such insurance is in force at the time of the Damage or Injury.

The Company's liability shall not exceed the Limit of indemnity per event or in any one annual period of insurance or if a monthly policy, any one period of 12 consecutive months from inception or anniversary date of this insurance, less any first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Legal liability to domestic employees

The Company will indemnify the Insured for legal liability due to Injury to the Insured's domestic employees that arises from and in the course of their employment.

Property owner's liability

Specific exclusion 3.1 and 3.1.1 shall not apply to liability for Injury or Damage which the Insured may incur arising out of the ownership (and not as tenant) of Insured Property under the Houseowners section of this policy provided such insurance is in force at the time of the Damage or Injury.

Tenant's liability

Specific exclusions 3.1.1 and 3.1.7 of this Section shall not apply to premises occupied by the Insured in their private capacity as tenant (and not as owner) thereof.

Wrongful arrest

The Company will indemnify the Insured against all sums for which the Insured shall become legally liable to pay as compensation due to the wrongful arrest or frisking of a person, including assault caused during such wrongful arrest or frisking, occurring during the period of insurance, provided that the Company's liability shall not exceed the Limit of indemnity per event or in any one annual period of insurance or if a monthly policy, during any 12 month period commencing from the policy inception or anniversary date of this insurance, less any first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Households contents

Defined events

Loss of or damage (hereinafter in this Section referred to as Damage), to the whole or part of the Insured Property caused by any of the following perils:

1. fire,
2. lightning or thunderbolt,
3. explosion,
4. earthquake or volcanic eruption
5. special perils: Damage caused by
 - 5.1 storm, wind, water, hail, flood or snow, but excluding Damage to Insured Property:
 - 5.1.1 arising from its undergoing any process necessarily involving the use or application of water,
 - 5.1.2 caused by tidal wave originating from an earthquake,
 - 5.1.3 caused by sea surge
 - 5.1.4 in the open (other than insured buildings, structures, plant and other items designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule.
 - 5.1.5 in any structure not completely roofed.
 - 5.2 aircraft and other aerial devices or articles dropped therefrom,
 - 5.3 impact by rocks and boulders animals, trees (except falling trees whilst contractors are engaged in the felling thereof), aerials, satellite dishes or vehicles, excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

Provided that Special Perils above does not cover:

1. wear and tear or gradual deterioration;
2. Damage caused or aggravated by;
 - 2.1 subsidence or landslide;
 - 2.2 the Insured's failure to take all reasonable precautions for the maintenance and safety of the Insured Property and for the minimisation of any Damage
 - 2.3 caused or aggravated by mildew, damp, rising damp, rust, corrosion or rot
6. loss or Damage by theft or any attempt thereat but excluding
 - 6.1 theft or attempt thereat whilst the buildings or any part thereof is left vacant or is lent, let or sub-let (provided that for the purpose hereof the accommodation of paying guests, boarders and lodgers not exceeding 3 in number shall not be deemed to be lending, letting or sub-letting of the building) by the insured unless such theft is accompanied by visible, forcible and violent entry or exit,
 - 6.2 theft or attempt thereat from any domestic outbuilding (not directly communicating with the Private Residence) is limited to R 10 000 unless there is visible, forcible and violent entry or exit.
 - 6.3 theft or attempt thereat from any other building in which the Insured is temporarily residing, such as any private house/flat, hotel, inn, boarding house, club, nursing home, hospital, school or college or university or other similar educational institution, in which the Insured may be temporarily residing is limited to R 10 000 unless there is visible, forcible and violent entry or exit.

7. theft or any attempted theft from:
 - 7.1 any furniture, storage depot, bank or safe deposit box,
 - 7.2 any building in which the Insured is employed,

Provided that, the Company's liability shall be limited to R 10 000 unless there is visible, forcible and violent signs of entry or exit.
- 8 malicious damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such Damage, other than Damage to:
 - 8.1 movable property which is:
 - 8.1.1 stolen;
 - 8.1.2 Damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
 - 8.2 moveable or immovable property which is Damaged by thieves while breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;
 - 8.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of:
 - 8.3.1 the removal or partial removal or any attempt thereof;
 - 8.3.2 the demolition or partial demolition or any attempt thereof; the said immovable property or any part/s thereof with the intention of stealing any part/s thereof,

Provided that this Peril does not cover:

 - 8.4 Damage related to or caused by fire or explosion;
 - 8.5 consequential or indirect loss or Damage of any kind or description whatsoever, other than loss of rent if specifically insured;
 - 8.6 Damage resulting from total or partial cessation of work, or the retarding, interruption or cessation of any process or operation;
 - 8.7 Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - 8.8 Damage related to or caused by any occurrence referred to in General Exception (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Proviso 8.4, 8.5, 8.6, 8.7 or 8.8 above, 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 insured property affected unless the Insured, before the occurrence of any Damage, obtains the written agreement of the Company to continue this Extension.

During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable as stated in the Schedule.
9. Collapse or breakage of or Damage to television or radio masts or aerials including satellite dishes
10. Loss or Damage to insured property following the sudden and unforeseen escape of water from washing machines, dishwashers and damages due to bursting and leaking of geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems and accidental leakage of oil from fixed oil heating installations,

Definitions

Insured

Shall mean the insured as stated in the schedule, including any co-insured if stated to be included, spouse and any members of their immediate family who normally reside with and who are financially dependent, upon the Insured.

Contents shall mean

1. all movable household contents (unless specifically excluded)
2. personal effects (not otherwise insured under this Policy) belonging to the Insured
3. fixtures and fittings the property of the Insured or for which the Insured is legally responsible for

Buildings

Shall mean the buildings of the Insured's private residence, garages and domestic outbuildings situated at the Risk Address stated in the Schedule.

Domestic outbuildings

Shall mean any outbuilding not directly communicating with the Insureds private residence situated at the Risk Address stated in the Schedule.

Conditions

Average

If the Insured Property shall, at the commencement of any loss or Damage be collectively of greater value than the Sum Insured in respect of the Insured Property, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share (equal to the percentage by which the value exceeds the Sum Insured) of the aforesaid loss or Damage accordingly. Every item, if more than one of this Section shall be separately subject to this condition.

Basis of settlement

In the event of any insured property being lost or Damaged, the basis upon which indemnity is calculated shall be the cost to replace the lost or Damaged property or part thereof with similar new property, limited to the sum insured stated in the Schedule, provided that the Company will afford indemnity under this section by, at its own option,

1. either paying the value of the lost or Damaged property to the Insured in cash; or
2. replacing the lost or Damaged property; or
3. repairing the Damaged property; or
4. applying any combination of 1, 2 and 3 above.

Burglar alarm warranty (if stated in the Schedule to be applicable)

In respect of any premises stated in the Schedule to be subject to this warranty, it is then a condition precedent to the liability of the Company and warranted that:

1. where the installed alarm is a SAIDSA Approved (Pty) Ltd certified alarm:
 - 1.1 the Company will be entitled to request full information in respect of the relevant arming, disarming and monitoring log report after the occurrence of a loss;
 - 1.2 Damage to the insured property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by violence or threat of violence to any person or such key, keypad code or remote control was obtained by theft;
2. where the installed alarm is not a SAIDSA Approved (Pty) Ltd certified alarm:
 - 2.1 the said alarm is to be a radio-controlled and/or telephone-linked monitoring alarm where available (for the purposes of this requirement, monitoring shall mean that, once the alarm is triggered, a signal will be transmitted to the control room which includes a 24-hour armed reaction or response unit);
 - 2.2 it is also a requirement that such alarm system include anti-tampering measures which will log such events including, but not limited to, power cuts and the like;
 - 2.3 if the Company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;

- 2.4 the control panel shall have an event log and the arming and disarming of the alarm is to be logged and, after the occurrence of a loss, the Company will be entitled to request full information in respect of the arming, disarming, testing and monitoring log report;
- 2.5 the burglar alarm installed at the premises shall be set and armed and made fully operational whenever the premises are not open for business, unless a principal, partner, director or employee of the Insured is on the premises;
- 2.6 such alarm will be maintained in proper working order and tested at least once a month, but the Insured shall be deemed to have discharged their obligations in this regard if they have complied with the terms of a maintenance contract with the suppliers or servicing engineers of the alarm system;
- 2.7 Damage to the insured property following the use of any key, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured is not covered unless such key, keypad code, remote control or any duplicate thereof has been obtained by theft or by violence or threat of violence to any person.

If the Insured does not comply with this warranty in any respect, the Company will, without prejudice to any other rights it may have under this Policy or at law, reject any claim.

Jewellery, furs, photographic equipment and/or oriental carpets and rugs

Unless specifically agreed by the Company and stated in the Schedule, the total value of platinum, gold and silver articles, jewellery, furs, photographic equipment and/or oriental carpets and rugs shall be deemed not to exceed 33.33% of the sum insured in respect of the contents stated in the Schedule, provided that, the Company's liability for theft of unspecified jewellery or watches shall be limited to the amount stated in the Easy Guide to Clauses & Included Extensions Schedule. The Company's liability for theft of unspecified jewellery or watches shall be limited to R 25 000 whilst not been worn and not kept in a securely locked safe.

Pairs and sets clause

Where the Insured Property consists of articles of a pair or set, the Company shall not be liable for more than the value of any particular part or parts which may be lost or Damaged, nor for more than the proportionate part of the pair or set, without reference to any special value which such article or articles may have as part of such pair or set.

Proof of ownership

The Insured shall be obliged to satisfy the Company, by documentary proof or independent sworn valuation, of ownership of any item lost or damaged, and for which indemnity hereunder is claimed, if asked by the Company to do so.

Replacement value condition

In the event of the Insured Property under this Section being lost, destroyed or Damaged, the basis upon which the amount payable under this Section is to be calculated shall be the cost of replacing or reinstating the insured property of the same kind or type but not superior to or more extensive than the Insured Property when new, subject to all the other terms and Conditions of the policy except in so far as they may be varied hereby.

Security gates and burglar bars

Unless otherwise stated in the Schedule, it is a Condition precedent to acceptance of liability that theft or attempted theft is subject to all external doors been fitted with security gates, and the opening portion of any external window must be protected by means of burglar bars. Should the Insured not comply with this condition precedent, the Company will not be liable for any loss or claim at all.

Unoccupancy

In the event that the premises stated in the Schedule is left unoccupied for more than 30 consecutive days, cover against loss or damage by theft and/or burglary is automatically suspended unless agreed to by the Company in writing prior to such unoccupancy.

Specific exceptions

This Section does not cover:

1. Property more specifically insured in terms of this policy,
2. depreciation, or gradual causes such as wear and tear, gradual deterioration, rust, rising damp and mildew, corrosion or decay
3. Damage caused by pests such as rodents, moths, insects, vermin or infestations thereof.
4. Any property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Mozambique, Zimbabwe and Malawi
5. Money, securities for money, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable and other documents of any kind, manuscripts, rare books, medals, stamps and coins of any kind (including, inter

- alia, stamp- and coin collections),
- 6. Motor vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, caravans, trailers and all fitted accessories
- 7. Aircraft, pleasure-craft, hang-gliders and their equipment
- 8. Livestock or other animals
- 9. Any consequential or indirect loss or Damage of any kind or description whatsoever, except loss of rent as specifically provided for under Loss of Rent,
- 10. Any loss, Damage, liability or claim directly or indirectly occasioned by or through or in consequence of subsidence or landslip except as specifically provided for in this Section,
- 11. Any loss or Damage resulting from or caused by detention, confiscation or requisition by customs or other officials or authorities
- 12. Any loss or Damage resulting from any exchange, cash or credit sale agreement, including theft under false pretences and/or fraud.

Clauses, extensions and limitations

Accidental damage including mechanical, electrical and/or electronic breakdown

Loss of or Damage to contents while in the Insured's private residence or on the premises on which the aforesaid private residence is situated, provided always that the Company shall not be liable under this Extension in respect of;

- 1. Loss or damage:
 - 1.1 which forms the subject of and may be payable in terms of any other Defined Event or extension available in this section of the policy is payable following a Defined Event;
 - 1.2 due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay;
 - 1.3 caused by pests such as rodents, moths, insects, vermin or infestations thereof including a cleaning, repairing or restoration process;
 - 1.4 of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
 - 1.5 of or to portable computer equipment or cellular telephones;
 - 1.6 caused by any power surge or any electrical supply fluctuations of any nature
- 2. Damage to glass, glassware or other brittle articles due to cracking or scratching, unless caused by theft or attempted theft or fire. Jewellery, cameras or fixed glass of television sets are not excluded;
- 3. The cost of reproduction or repairing of data, provided further that the Company's liability shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Accidental death

In the event of accidental bodily injury (caused by accidental, violent, external and visible means) to the Insured or member of his/her family normally residing with the Insured while in the dwelling or its grounds, which results directly in the death of such person within 3 months of the injury, the Company will pay:

- 1. up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule in respect of a person 18 years of age and under;
- 2. up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule in respect of a person over 18 and under 76 years of age.

Audio visual equipment

This Section covers accidental loss or Damage to any television set, video recorder, decoder, DVD, sound reproduction equipment, excluding computer equipment, laptops, satellite dish or aerial whilst in or on the premises by accidental means other than mechanical, electronic or electrical breakdown, provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Clearance costs

The Company will indemnify the Insured up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule

for any one claim for costs necessarily incurred in respect of the removal of debris from the premises following loss or Damage hereby insured.

Contents of domestic refrigerators, freezers or freezer rooms

This Section covers deterioration of the contents of any refrigerator, deep-freeze, cold store or freezing room due to change of temperature resulting from accidental failure of electricity (excluding load shedding) as well as accidental or mechanical breakdown of any such cold storage unit in the dwelling of the Insured, provided that, this Extension does not include:

1. deterioration of the contents resulting from the deliberate cessation of the public power supply (gas included) by any authority;
2. damage to the refrigerator, deep-freeze or freezing-room as such;

Provided that the liability of the Company in terms of this Extension shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Damage by wild baboons, monkeys or other wild animals

This section is extended to include loss of or Damage to the building(s) as stated in the Schedule, caused by wild, baboons, monkeys or animals, provided that:

1. wild baboons, monkeys or animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and do not include pests such as rodents, moths, insects, vermin or infestations thereof.

Provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule

Documents

This Section covers loss or damage, caused by the perils as defined, of or to documents and manuscripts the property of the Insured while in the private dwelling described in the Schedule up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one claim.

The Company shall only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates, and not for the value of the information contained therein or thereon.

Domestic staff property

This Section covers loss of or damage to the household goods and personal effects (excluding money and negotiable instruments) belonging to domestic staff in the full time service of the Insured by any of the Defined events while such property is contained in the dwelling, provided that:

1. loss or damage by theft is excluded unless such theft is accompanied by forcible and violent entry into or exit from the dwelling, and
2. the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one occurrence.

Domestic telephone instruments

If any domestic telephone instrument (excluding a cellular telephone) in the dwelling is accidentally damaged, the Company will indemnify the Insured up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one occurrence. per instrument in respect of any one occurrence.

Emergency medical and veterinary expenses

This Section covers medical and/or veterinary expenses incurred as a result of accidental bodily injury sustained by any:

1. person other than the Insured caused by a domestic animal owned by the Insured;
2. guest or visitor arising from the occupation or ownership of the premises by the Insured;
3. domestic staff arising from and/or in the course of their employment by the Insured;
4. domestic animal owned by the Insured arising from a road accident, provided that the Company's liability, in respect of any one occurrence, shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Fire-extinguishing charges

Reasonable costs and expenses relating to the extinguishing or fighting of Fire shall be deemed to be Damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section,

provided that the Insured is legally liable for such costs and the property insured was in danger from the Fire. The Company shall not be liable to pay more than the percentage stated in the Easy Guide to Clauses & Included Extensions of the applicable Sum Insured.

Gardens and water features

The insurance under this Section covers costs reasonably and necessarily incurred by the Insured for the replacement of trees, shrubs, plants, water features and fixed irrigation installations situated at the Premises following Damage caused by fire, explosion, any emergency services operations, collision by vehicles or aircraft and other aerial devices or articles dropped therefrom or deliberate or intentional acts, excluding loss or damage caused by or arising from theft or attempted theft, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Golfers hole in one or full house

If the Insured or a Co-insured playing as an amateur, hit a hole-in-one in golf or score a full-house in bowls, on a golf course or bowling-green, affiliated to a provincial union, the Company will not pay more than the liability stated in the Easy Guide to Clauses & Included Extensions Schedule to the Insured, provided that the hole-in-one or full-house must be achieved whilst playing in terms of the recognised rules of the specific game and the hole-in-one or full-house must be confirmed in writing by the secretary of the club.

Guests' personal effects

If any property (excluding money and negotiable instruments) not otherwise insured, belonging to a guest temporarily residing with the Insured is lost or damaged by any of the Defined events or by theft from the private residence (subject to forcible and violent entry into or exit from the dwelling) the Company will indemnify the guest up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one claim.

Laundry and garden furniture

This Section covers theft of laundry and/or garden furniture from the premises stated in the Schedule, provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one occurrence in respect of any one occurrence.

Loss or damage to keys

This Section is extended to indemnify the Insured in respect of the cost of replacing locks and keys including the remote and/or alarm controller and, if necessary, the reprogramming of such coded alarm system of the Building following upon loss of or Damage to any lock or key, remote or alarm controller or upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote or alarm controller, whether or not obtained by violence or threat of violence.

This Section also covers the reasonable expenses incurred in an emergency to call in a locksmith as a result of the loss of or Damage to such lock, key, remote and/or alarm controller, provided that the liability of the Company shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Loss of money

Loss of or Damage to the Insured's money while inside the Insured's private residence caused by any of the Defined events.

Theft of money or negotiable instruments must be accompanied by breaking into or out of the aforesaid private residence by visible signs of violent and forcible entry or exit from the premises, provided that

1. The Liability of the Company in respect of money not contained in a locked safe shall be limited to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one occurrence;
2. The Liability of the Company in respect of money contained in a securely locked safe shall be limited to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one occurrence;

Provided further that the Insured shall not be entitled to claim under both (1) and (2) in respect of the same loss or occurrence. Only one limit shall apply, based on where the money was located at the time of the loss.

Loss of rent

Loss of rent actually incurred by the insured in consequence of the private residence, owned or occupied by the Insured, being so damaged by any of the perils specified in Defined events as to be rendered uninhabitable, and reasonable additional expenses necessarily incurred by the Insured at an hotel or boarding house, but only in respect of the period necessary for reinstatement, provided that, if concurrent insurance is in force in the Insured's name under the Houseowners Insurance Section, cover hereunder shall not aggregate with such other insurance, the Company's liability being limited to the percentage stated in the Easy Guide to Clauses & Included Extensions Schedule of the higher of the sums insured stated in the Schedules of this and the Houseowners Insurance Section.

Mirrors and glass

This Section covers accidental breakage of mirror glass, plate glass tops of stoves and furniture or fixed glass forming part of any article of furniture (other than radio and television apparatus) while in the dwelling, provided that the liability of the Company shall not exceed the limit and first amount payable stated in the Easy Guide to Clauses & Included Extensions Schedule.

Security guards

The Company will indemnify the Insured for costs reasonably and necessarily incurred in employing a security guard following loss or damage caused by a specified peril up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule in respect of any one occurrence.

Storage costs for contents after loss

This Section covers necessary storage costs incurred by the Insured to safeguard the contents after loss or damage resulting from any of the Insured perils, provided that the liability of the Company in respect of this Extension shall not exceed the limited stated in the Easy Guide to Clauses & Included Extensions Schedule in respect of any one occurrence.

Subsidence and landslip – limited cover

1. This Section is extended to include Damage to the insured property identified in the Schedule, caused by subsidence, landslip, or heave of the land supporting that property, provided such Damage is not caused by, or does not arise from:
 - 1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
 - 1.2 alterations (including structural), additions or repairs to the building(s);
 - 1.3 the compaction or infill;
 - 1.4 defective or faulty design, materials or workmanship;
 - 1.5 excavations other than mining operations;
 - 1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
 - 1.7 removal or weakening of support to the insured property.
2. The Company will not be liable for;
 - 2.1 loss of 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 Buildings are damaged at the same time are Damaged at the same time by the same event,
 - 2.2 loss of or Damage to solid floor slabs or any part of the Insured Property resulting from the movement of such slabs unless the foundation supporting the external walls of the insured building(s) are Damaged by the same cause at the same time;
 - 2.3 consequential loss of any kind whatsoever;
 - 2.4 Damage existing at commencement of cover.
3. The Company will not be liable for work necessary to prevent further loss or Damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the Insured Property and any subsequent additions thereto
4. The Insured will be responsible for the first amount payable as stated in the Schedule.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of these Exceptions, any Damage is not covered by this Extension, the burden of proving the contrary shall be upon the insured.

Subsidence and landslip – extended cover (if stated in the schedule to be included)

If this Peril is stated in the Schedule to be included, then it replaces the Subsidence and Landslip Peril – Limited Cover and reads as follows:

1. This Section is extended to include Damage to the insured property identified in the Schedule, caused by subsidence, landslip, or heave of the land supporting that property, provided such Damage is not caused by, or does not arise from:
 - 1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
 - 1.2 alterations (including structural), additions or repairs to the building(s);
 - 1.3 the compaction or infill;
 - 1.4 defective or faulty design, materials or workmanship;

- 1.5 excavations other than mining operations;
- 1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
- 1.7 removal or weakening of support to the insured property.
2. The Company will not be liable for;
 - 2.1 loss of or Damage to septic or conservancy tanks, drains, water courses unless the insured building(s) are Damaged at the same time by the same event;
 - 2.2 consequential loss whatsoever;
 - 2.3 damage existing at commencement of cover.
3. the Insured will be responsible for the first amount payable as stated in the Schedule.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of these Exceptions, any damage is not covered by this Extension, the burden of proving the contrary shall be upon the insured.

Swimming pool machinery

This Section covers sudden accidental loss of or Damage to the swimming pool machinery and filtration equipment installed at the premises stated in the Schedule, the property of the Insured as tenant and/or the Insured as owner and occupier if the premises is insured elsewhere due to an obligation to a financial institution, provided that the liability of the Company is limited to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule in respect of any one occurrence.

Specific exceptions applicable to swimming pool machinery

The Company shall not be liable in respect of:

1. Loss or Damage directly or indirectly caused by rust, subsidence, landslip or the collapse of any building;
2. Misapplication of tools or equipment, experiments, wilful overloading or the introduction of abnormal conditions;
3. Damage arising out of hydraulic testing or which is discovered during routine examination;
4. Damage as a result of faults or defects which were known to the Insured or their responsible employees at the time of the acceptance of this insurance and not revealed to the Company;
5. Repair or replacement:
 - 5.1 due to wearing away or wasting of the material of the plant, slowly developing deformation or distortion or other gradual deterioration of any part of the plant, failure of connections or joints, faulty design, workmanship or material;
 - 5.2 of fuses or electrical contacts at which sparking or arcing occurs, heating elements, collecting brushes, trailing wires, valves, dies, springs, clutch plates, piston rings, gaskets, seals, exchangeable or expendable parts such as bits, drills, cutters, knives, blades, chains, belts, jointing or packing materials or fittings such as fusible plugs, shear pins, safety links and parts not made of metal (except insulation of electrical conductors) transformer oil or switch oil or refrigerant;
6. Consequential loss or Damage of any nature;
7. Any claim provided for in terms of the guarantee or warranty issued by the manufacturer of the swimming pool machinery or provided for in terms of a service contract in respect of such swimming pool machinery;

Provided that the first amount payable the amount stated in the stated in the Easy Guide to Clauses & Included Extensions Schedule of each and every claim.

Transit cover

The Company will, in respect of any one occurrence, indemnify the Insured up to the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for Damage to household goods in the Insured's or their authorised representative's custody while in transit to or from any place of purchase, repair or renovation or in transit while being moved during a permanent change in the risk address provided that the damage is caused by fire, collision or overturning of the conveying motor vehicle including theft following the stated occurrence.

Water leakage

The Company will indemnify the Insured for costs of water lost through leakage from or bursting of pipes on the Insured premises where the Insured are responsible to pay the charge for such additional water consumed, provided that:

1. the quarterly reading of water consumption must have exceeded the average of the previous four quarterly readings by 50% or more;

2. the Company's liability in respect of any one incident shall not exceed the limit and first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule or the amount stated in the Schedule whichever is the greater;
3. the Company shall not be liable for more than two separate incidents in any 12-month period;
4. the Insured shall, upon discovery of a leak or burst (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair or replace the pipe(s) affected;
5. this Extension does not cover the cost of remedial action including repair or replacement of the pipe(s) affected;
6. the Company shall not be liable for claims:
 - 6.1 as a result of leaking taps, geysers, toilet systems or swimming pools;
 - 6.2 while the property is unoccupied for a period in excess of thirty consecutive days;
 - 6.3 where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

Specific extension

Personal legal liability

Defined events

Damages for which the Insured (as defined under this extension) becomes legally liable to pay in their personal and private capacity as a result of Injury or Damage occurring during the period of insurance, within the Territorial Limits, but excluding any judgement, award, payment or settlement made within countries that operate under the laws of North America, or to any order made anywhere in the world to enforce such judgement, award or settlement whether in whole or in part, during the Period of Insurance.

Limits of indemnity

The Company's liability for all compensation payable to any one claimant or any number of claimants, including Costs and Expenses, in respect of or arising out of any one event or series of events attributable to one original cause or source, shall not exceed the Limit of indemnity less any first amount payable stated in the Schedule.

Definitions

Costs and expenses

Shall mean costs, charges, expenses and legal costs recoverable from the Insured (as defined under this extension) by a claimant or any number of claimants, or incurred by the Company or by the Insured with the Company's prior consent:

1. in the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against the Insured in respect of Injury or Damage or other liability as insured in terms of this Section of the Policy.
2. in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in a court of applicable jurisdiction in respect of matters which may form the subject of indemnity by this Section of the Policy.

Damage

Shall mean loss of or physical damage to tangible property.

Domestic employees

Shall mean a person that is employed under a contract of service with the Insured to work in the private household of the Insured.

Event

Shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of bodily injury or personal injury or loss of or damage to property shall be treated as a single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned.

First amount payable

Shall mean the amount stated in the Schedule, which will be payable by the Insured for each event giving rise to a claim.

Injury

Shall mean death, bodily injury or illness (whether mental or physical) or disease of any person other than Injury to the Insured or any person in the employ of the Insured.

Insured

Shall mean the insured as stated in the schedule, including any co-insured if stated to be included, spouse and any members of their immediate family who normally reside with and who are financially dependent, upon the Insured.

Property

Shall mean tangible property, excluding information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.

Territorial limits

Shall mean anywhere in the world.

Specific exclusions

The Company will not indemnify the Insured in respect of:

1. liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement;
2. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to the pursuit or exercise of any business, trade, occupation or profession;
3. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to:
 - 3.1 the ownership:
 - 3.1.1 of any land, buildings or structures;
 - 3.1.2 or possession, use or handling of vehicles of any kind (including inter alia trailers and caravan trailers but excluding pedal cycles which are not mechanically or electrically driven/assisted),
 - 3.1.3 of vessels or watercraft of any kind;
 - 3.1.4 of aircraft and other aerial devices of any kind including those arising out of or in connection with the ownership, application and or use of drones. This aforementioned exclusion will include all drone related business services and activities;
 - 3.1.5 or possession, use or handling of any firearms or air-guns or fireworks;
 - 3.1.6 of any animals (other than domesticated animals usual to a domestic dwelling);
 - 3.1.7 of property belonging to or leased, let, rented, hired or lent to or held in trust by or in the custody of or under the control of the Insured or any person employed by the Insured;
4. wilful or malicious acts;
5. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to vibration or the removal or weakening of or interference with support to land, buildings or any other property;
6. any fines or penalties or punitive, exemplary or vindictive damages;
7.
 - 7.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by pollution, provided that this exclusion shall not apply where such Pollution is caused by a sudden, unintended and unforeseen occurrence;
 - 7.2 the cost of removing, nullifying or cleaning up substances resulting from pollution unless the pollution is caused by a sudden, unintended and unforeseen occurrence.

This exclusion shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exclusion.
8. any liability for Injury attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.

Extensions

Additional insured

The Company will also, as though a separate policy has been issued to each, indemnify any personal legal representative(s) of the Insured (in the event of the death of the Insured), in respect of liability incurred by the Insured, provided that:

1. the liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;

2. any person to which this extension applies is not entitled to indemnity under any other policy;
3. such representative(s) to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this insurance in so far as they can apply.

Contracts with security, armed response, and garden services companies

Specific exclusion 1 shall not apply to any liability that is assumed in terms of a written contract with any entity that provides security or armed response services or garden services in respect of the Insured Property under the Houseowners or Householders Section of this policy, provided such insurance is in force at the time of the Damage or Injury.

The Company's liability shall not exceed the Limit of indemnity per event or in any one annual period of insurance or if a monthly policy, any one period of 12 consecutive months from inception or anniversary date of this insurance, less any first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Legal liability to domestic employees

The Company will indemnify the Insured for legal liability due to Injury to the Insured's domestic employees that arises from and in the course of their employment.

Property owner's liability

Specific exclusion 3.1 and 3.1.1 shall not apply to liability for Injury or Damage which the Insured may incur arising out of the ownership (and not as tenant) of Insured Property under the Houseowners section of this policy provided such insurance is in force at the time of the Damage or Injury.

Tenant's liability

Specific exclusions 3.1.1 and 3.1.7 of this Section shall not apply to premises occupied by the Insured in their private capacity as tenant (and not as owner) thereof.

Wrongful arrest

The Company will indemnify the Insured against all sums for which the Insured shall become legally liable to pay as compensation due to the wrongful arrest or frisking of a person, including assault caused during such wrongful arrest or frisking, occurring during the period of insurance, provided that the Company's liability shall not exceed the Limit of indemnity per event or in any one annual period of insurance or if a monthly policy, during any 12 month period commencing from the policy inception or anniversary date of this insurance, less any first amount payable as stated in the Easy Guide to Clauses & Included Extensions Schedule.

Personal all risk

Defined events

Damage to the whole or part of the Insured Property, described in the Schedule belonging to the Insured, caused by any accident or misfortune not otherwise excluded while anywhere in the world.

Definitions

Damage

Shall mean physical loss, damage or destruction

Insured

Shall mean the insured as stated in the schedule, including any co-insured if stated to be included, spouse and any members of their immediate family who normally reside with and who are financially dependent, upon the Insured.

Insured property

Unspecified property

1. clothing,
2. personal effects worn or designed to be carried on or by the person including bags, suitcases and baby equipment such as prams and children's car seats.
3. personal equipment belonging to the Insured and normally worn or used by the person participating in sport (but excluding golf clubs),

Provided that the liability of the Company shall be limited to a maximum of 25% of the Unspecified Sum Insured per item, less any first amount payable. Furthermore, the aggregate liability for all unspecified items claimed in respect of any one occurrence shall not exceed the total Unspecified Sum Insured stated in the Schedule.

The following will not be classified as unspecified property:

1. vehicle audio systems,
2. portable electronic equipment such as laptops, palmtops, notebooks, printers, iPads, kindles, smart devices, cellphones and tablets,
3. any telecommunication devices, global positioning systems (GPS), stamp or coin collections, camping equipment, or the contents of caravans, remote-controlled aeroplanes/drones or firearms,
4. property that is more specifically insured in terms of this policy.

Specified property

Any property more specifically described in the Schedule.

The following items would need to be specified;

1. portable electronic equipment such as laptops, palmtops, notebooks, printers, iPads, Kindles, smart devices, cellphones and tablets,
2. firearms,
3. golf clubs

Conditions

Should the Insured fail to meet any of these conditions stated in this Section, the Company may, without prejudice to any other rights it may have under this Policy or at law, reject any claim.

Average

If the Insured Property shall, at the commencement of any loss or Damage be collectively of greater value than the Sum Insured in respect of the Insured Property, then the Insured shall be considered as being their own Insurer for the difference and shall bear a rateable share (equal to the percentage by which the value exceeds the Sum Insured) of the aforesaid loss or Damage accordingly. Every item, if more than one of this Section shall be separately subject to this condition.

Pairs and sets clause

The Company will not pay more than the proportionate value of any article that is part of a pair or set. Therefore, as an example, if one earring is lost, we will pay out the value of only that one earring.

Proof of ownership

The Insured shall be obliged to satisfy the Company, with documentary proof or independent sworn valuation, of ownership of any item claimed if asked by the Company to do so.

Replacement value

In the event of Insured Property under this Section being lost or Damaged, the basis upon which the amount payable under this Section is to be calculated shall be the cost of replacing or reinstating the Insured Property of the same kind or type but not superior to or more extensive than the Insured Property when new, subject to all the other terms and Conditions of this Section except in so far as they may be varied hereby.

Specific exceptions

The Company shall not be liable for loss or Damage resulting from or caused by:

1. theft of laundry from the premises of the "Insured's private residence" as defined in the Householders section of this policy;
2. wear and tear, depreciation or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions);
3. inherent vice or defect, pests such as rodents, moths, insects, vermin or infestations thereof, damp, mildew, rust or corrosion;
4. its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
5. mechanical or electrical breakdown, defect, failure or breakage;
6. any exchange, cash or credit sale agreement, including theft under false pretences and/or fraud;
7. theft or attempted theft from an unattended vehicle unless the Insured Property is concealed in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry or exit from such vehicle or building is accompanied by visible signs of forcible and violent entry or exit;
8. detention, confiscation or requisition by Customs or other officials or authorities;
9. loss or Damage to photographic and optical equipment whilst the equipment is being used for commercial or professional purposes or expeditions of discovery or research or underwater photography;
10. loss of or Damage to cash, bank notes, currency notes, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities or any kind of travel tickets unless described in the Schedule to be included;
11. loss of or Damage to portable electronic equipment such as laptops, palmtops, notebooks, printers, iPads, kindles, smart devices, cellphones, tablets, tools, stamp and coin collections unless specifically insured and specified in the Schedule;
12. loss or Damage to motor vehicles, trailers, caravans, hang gliders, air and watercraft other than surfboards and paddle skis;
13. breakage of articles of a brittle nature unless such breakage is caused by burglars, thieves or fire;
14. consequential loss, consequential damage or indirect loss or Damage of any kind or description whatsoever.

Clauses, extensions and limitations

Coins and/or stamp collections

This Section covers loss of or Damage to a coin or stamp collection and the value of a single coin or stamp or the value of a single set of coins or a single set of stamps shall not exceed the value indicated in the current catalogue or price list or the limit stated in the Easy Guide to Clauses & Included Extensions Schedule, whichever is the lessor, unless specified as a separate item in the Schedule.

Contents of caravan and/or luggage trailers

If the contents of a caravan and/or luggage trailer are specified in the Schedule to be included, then the following conditions will apply:

1. property insured means household goods belonging to the Insured while in the caravan or attached side tent and/or luggage trailer;
2. the Company will not be liable for:
 - 2.1 theft of property insured while the caravan or side tent is unoccupied unless there is visible, forcible and violent entry or exit;
 - 2.2 theft of Insured Property out of luggage trailers unless there is visible, forcible and violent entry or exit;
 - 2.3 more than 25% of the Sum Insured in respect of any one single item.
 - 2.4 the permanent fixtures and fittings of the caravan;
 - 2.5 stamps and/or coin collections, money, documents, jewellery, furs or any article more specifically insured in terms of this policy;

Groceries and household goods in transit

This Section covers loss of or damage to groceries and/or household goods of every description after the purchase thereof, provided that the Company shall not be liable for more than the limit stated in the Easy Guide to Clauses & Included Extensions Schedule, but in respect of theft or attempt theft from an unattended motor vehicle is not covered unless the vehicle was completely closed and securely locked and there was visible, violent and forcible entry into the vehicle.

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

Specific exception 8 shall not apply to goods contained in a completely closed and securely locked vehicle where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that;

1. The police case number is supplied to the Company;
2. This extension shall only apply to property that is separately and individually specified in the schedule;
3. The client will be responsible for the first amount payable as stated in the Schedule or in the Section limits and first Amount payable page.

Pedal cycles

This Section covers loss of or damage to pedal cycles and non-motorized scooters and shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule unless specified as a separate item in the Schedule, provided that the Company shall not be liable for loss of or damage to accessories and spare parts by theft or burglary unless the pedal cycle or non-motorized scooter is stolen at the same time.

Personal documents

This Section covers loss of or damage to personal documents such as deeds, wills, agreements, maps, plans, records, books, letters, certificates and any other personal documents, but excluding share certificates and any other negotiable documents, provided always that only be liable for the value of the materials and the amounts expended on labour to recreate or reinstate such personal documents not exceeding the limit stated in the Easy Guide to Clauses & Included Extensions Schedule for any one occurrence.

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

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

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

occurrence referred to in 1 above,

provided that this Extension does not cover:

3. loss or Damage occurring in the Republic of South Africa or Namibia;
4. consequential or indirect loss or Damage of any kind or description whatsoever, other than loss of rent if specifically insured;
5. loss or Damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
6. loss or Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
7. loss or Damage related to or caused by any occurrence referred to in General Exceptions (War, riot and terrorism) 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.1.5 or 12.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos 3, 4, 5, 6 or 7, loss or Damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Safe deposit (If stated in the Schedule to be included)

If items are kept in a safety deposit box in a bank or private vault and stated in the Schedule as such, cover will be valid only if the item is actually in the safety deposit box in a bank or private vault at the time of loss, theft or Damage.

Should this item be removed without notifying the Company the item will then be covered up to the same limits as covered in the Unspecified Property as stated in the Schedule.

Vehicle audio & visual equipment clause

If audio and visual equipment fitted to a motor vehicle is stated in the Schedule to be included, then Specific exception 7 (theft or attempted theft from an unattended vehicle) will not apply to this item.

Personal umbrella liability (PLIP)

Defined events

The Company will indemnify the Insured for Damages inclusive of any legal costs which the Insured in their private capacity shall become legally liable to pay consequent upon Injury or Damage occurring anywhere in the world, but not in respect of any judgement, award, payment or settlement made in within countries which operate under the laws of North America (or to any order made anywhere in the world to enforce such judgement, award or settlement either in the whole or in part) during the Period of Insurance.

Limits of indemnity

The Limit of indemnity for this Section shall not exceed the limit stated in the Schedule and the Company shall only be liable to pay for damages and costs which exceeds the limit of the Scheduled Underlying Insurance, where the Company has paid or has admitted liability or has been held liable to pay the full amount of such limit, which for the purposes of this Section, is deemed to be a minimum of R 2,500,000.

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 insuring section of, or more than one of, any Scheduled Underlying Insurances, the total amount of the Company's liability in terms of this policy shall be limited to the Limit of indemnity stated in the Schedule.

Definitions

Insured

Shall mean the insured as stated in the schedule, including any co-insured if stated to be included, spouse and any members of their immediate family who normally reside with and who are financially dependent, upon the Insured.

Scheduled underlying insurance

Shall mean the following if stated in the Schedule of this Policy to be included:

1. The Personal Legal Liability Extension under the Houseowners Section; or
2. The Personal Legal Liability Extension under the Household Contents Section; or
3. Motor Third Party Liability in respect of privately owned vehicles registered in the name of the Insured and excluding any motor vehicle registered in the name of a Company; or
4. Watercraft Third Party Liability

Conditions applicable to watercraft third party liability

Cover for Watercraft Third party Liability under this Section is limited to watercraft as defined under the applicable Watercraft Section of the Policy (if insured), and specifically excludes:

1. watercraft exceeding 6 meters in length; and
2. jet skis and wet bikes.

Use of the watercraft is restricted to inland waterways and open waters not exceeding 1 nautical mile from the shoreline of the territorial limits as stated in the wording and is subject to compliance with the South African Maritime Safety Authority (SAMSA) requirements or any other applicable statutory or regulatory rules and regulations governing watercraft operation and safety.

Section intention

This Section provides Excess Layer Protection which means that where the claim is prima facie covered by the terms of the Scheduled Underlying Insurances, then this Section operates only to the extent that the claim is not met by such Scheduled Underlying Insurances solely because of the inadequacy of the Underlying Limit of indemnity.

Special risks

Power surge commercial (If stated in the Schedule to be included)

Power surge is defined as an unexpected, abrupt change, of any degree, in the current or voltage of any electrical system, electrical circuit, or electrical supply, or an electrical burst that can cause physical damage or loss to components of electrical or electronic equipment.

The insurance provided by this Section covers loss or damage caused by a power surge to property as insured under this policy,, provided that the Company's liability for any claim or number of claims from any one event or series of events with one originating cause or source shall not exceed the sum insured and first amount payable as stated in the Schedule for any one event.

Cover is limited to property specifically insured under the Fire, Buildings Combined, and Office Contents Sections and is only applicable if the Section(s) is chosen to be insured under this Policy.

Consequential loss of any kind whatsoever is herewith excluded.

The Specific condition of average shall not be applicable.

The damage or loss or otherwise to the property that forms the subject of this Section must not be that which is excluded by the Electricity Supply Network Interruption Exclusion or any other General Exclusion in the policy.

Power surge personal (If stated in the Schedule to be included)

Power surge is defined as an unexpected, abrupt change, of any degree, in the current or voltage of any electrical system, electrical circuit, or electrical supply, or an electrical burst that can cause physical damage or loss to components of electrical or electronic equipment.

The insurance provided by this Section covers loss or damage caused by Power Surge to property as insured under this Policy which is used for domestic purposes, provided that the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, source shall not exceed the sum insured less the first amount payable as stated in the Schedule stated in the schedule for any one event.

Cover is limited to property specifically insured under the Houseowners and Household Contents Sections and is only applicable if the Section(s) is chosen to be insured under this Policy.

Consequential loss of any kind whatsoever is herewith excluded.

The Specific condition of average shall not be applicable.

The damage or loss or otherwise to the property which forms the subject of this section must not be that which is excluded by the Electricity Supply Network Interruption exclusion or any other General Exclusion in the policy.

Unauthorized money transfer (If stated in the Schedule to be included)

Defined events

Loss of Monetary Funds via an Electronic Fund Transfer from the Insured's bank account resulting from:

1. The Insured's bank account or online banking facility being hacked by an Unauthorized Third Party unrelated to the Insured.
2. The Insured's bank account becoming accessed by an Unauthorized Third Party through Phishing, Smishing, Vishing, or any similar method of unauthorized obtaining of banking information.
3. The Insured or an employee of the Insured through a scheme, trick, or misrepresentation by an Unauthorized Third Party being misled into transferring Monetary Funds out of the bank account of the Insured, into an incorrect recipient bank account, or authorising any Electronic Fund Transfer.
4. The Insured or an employee of the Insured being forced following violence or threat of violence by an Unauthorized Third Party, to transfer such Monetary Funds out of the Insured's account.

Definitions

Electronic fund transfer

Means the digital movement of Monetary Funds between bank accounts or similar facilities.

Loss

Means an actual and demonstrable financial loss of Monetary Funds.

Monetary funds

Means money or any other medium of exchange belonging to the Insured or which is in the care, custody or control of the Insured through a bank account or similar facility.

Phishing

Means the use of fraudulent emails containing malicious links and websites, or fraudulent documents with the intention of obtaining information regarding the Insured's online banking information in respect of validation, payment procedures and passwords, or inducing the Insured or responsible employee to reveal online banking information or to authorise any Electronic Fund Transfer. This includes any business email compromise.

Smishing

Means the use of fraudulent text messages containing malicious links and websites, or fraudulent document to induce the Insured or responsible employee for accounting procedures and payments to reveal online banking information in respect of validation, payment procedures and passwords, or to authorise any Electronic Fund Transfer.

Unauthorized third party

Means any third party, whether a natural or juristic person, that is not a director or employee of the insured.

Vishing

Means the use of voice calls and voicemails to induce the Insured or responsible employee for accounting procedures and payments to reveal online banking information in respect of validation, payment procedures and passwords, or to authorise any Electronic Fund Transfer.

Specific conditions

The below conditions are specific to this Section and must be complied with by the Insured in addition to (and not in place of) the General conditions of this Policy.

Any failure by the Insured to comply shall entitle the Company to reject a claim, without prejudice to any other rights it may have elsewhere in this Policy or at law.

1. The Company's liability will not exceed the limit and first amount payable as stated in the Schedule.
2. Cover is limited to the actual Loss of Monetary Funds that was debited and does not include any costs (whether for recovery, reconstruction of data or software, or otherwise), fees, interest, damages or any third-party claims against the Insured.
3. The Insured shall as soon as, but not later than 1 (one) day after they become aware of an incident, immediately report such incident to both the bank and the police and comply with all instructions to minimize further losses.
4. The Company shall not be liable for loss of Monetary Funds that can be recovered from the Insured's bank or where the Insured or an employee of the Insured has not followed all of the Banks security recommendations and requirement regarding password protection.

Exclusions

The Company shall not be liable under this Section for Loss of Monetary Funds:

1. where such Monetary Funds can be recovered from the Insured's bank provider or payee or any other insurance;
2. arising from the dishonesty of any principal, partner, director or person in the employ of the Insured, a member of the Insured's immediate family who normally reside with the Insured and who are financially dependent upon the Insured or authorized parties contracted by the Insured to make payments on behalf of the Insured;
3. In any way related to or in connection with cryptocurrency accounts, unregulated funds or schemes;
4. Personal transactions & employee's financial losses;
5. Where such Loss is a direct or indirect consequential Loss or damage suffered by the Insured or any third party;
6. due to non-delivery of goods/services; or
7. That are Inter-company/subsidiary business funds.
8. The Insured shall be responsible for the first amount payable as stated in the Schedule for any one event which shall be deducted from the final claim settlement.

Watercraft

Defined events

Loss of or damage to the Watercraft as defined (hereinafter in this Section referred to as Damage) stated in the Schedule including permanent fixtures and fittings while ashore, in transit by road, or while afloat in inland and coastal waters as stated in the geographical limits applicable to this Section.

Definitions

Accessories

Shall mean such property as specifically described and insured under the Personal All Risks Section of this Policy, such as but not limited to: boating or yachting clothes and other movable personal effects, diving and fishing gear, nets, water-skis, ski-ropes and any other sports equipment, food, fuel and other supplies, lifebelts and medical kit, binoculars, sextants, nautical books, maps and any other non-permanent navigating equipment such as radar, fish finding and similar equipment, radios, monitors and other similar electronic equipment.

Damage

Shall mean physical loss, damage or destruction

Inboard motor

Shall mean motor(s) that are built into the structure of the hull and are deemed to be permanent fixtures.

Insured

Shall mean the insured as stated in the schedule, including any co-insured if stated to be included, spouse and any members of their immediate family who normally reside with and who are financially dependent, upon the Insured.

Outboard motor

Shall mean motor(s) that are not built into the structure of the hull but are attached and can be easily removed.

Watercraft

Shall mean any motorboat, yacht or small craft as described in the Schedule which is used for recreational purposes only and not exceeding 6 metres in length and comprising of:

1. the hull and any inboard motor(s)
2. any outboard motor(s) if stated in the Schedule to be included,
3. all other permanent fixtures and fittings and furniture and other similar equipment or machinery forming an integral part of the hull, but excluding:
 - 3.1 accessories as defined above,
 - 3.2 jet skis or wet bikes unless specifically stated in the Schedule to be included.

Specific conditions

Average

If the total value of the Insured Property (Excluding Accessories which shall be insured under the Personal All Risks Section of this Policy) covered shall at the time of the loss or Damage be greater than the total Sum Insured, the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share (equal to the percentage by which the value exceeds the Sum Insured) of the loss accordingly.

Every item if more than one shall be separately subject to this condition. Always subject to the provisions of the Basis of Indemnity, which shall be taken into account in calculating the value of the property at the time of such loss or Damage.

Basis of indemnity

1. The Limit of indemnity in respect of the Watercraft is as stated in the Schedule and shall be the maximum amount payable by the Company,
2. The Company may, at its own option and discretion, repair, reinstate or replace the Watercraft or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or Damage not exceeding the amount stated in the Schedule and/or the reasonable market value, whichever is the lesser,

3. If the Watercraft is less than 5 years old, the basis for calculating indemnity shall be the cost to replace the insured vessel or part thereof with similar new property.
4. If the Watercraft is older than 5 years, totally destroyed, the basis for calculating indemnity shall be the cost to replace the insured vessel or part thereof up to the reasonable market value which will be established by obtaining market value quotations from qualified Watercraft dealers.
5. In respect of sails, hoardings, protective covers, jiggling, erected tackle, inboard and outboard motors, machinery and batteries, the basis for calculating indemnity shall be limited to the market value thereof.

Description of use

Use for social, domestic, pleasure and private recreational purposes only and excluding:

1. use in connection with any business, trade or profession or whilst the Insured Property is let out on hire or charter,
2. use for racing, speed tests or any contests, trials, competitions or regattas.

Due diligence

The Insured shall:

1. take all reasonable steps to maintain the Watercraft in a proper state of repair and in a seaworthy condition,
2. at all times, exercise all reasonable precautions for the safety of such the Watercraft and to prevent loss, damage and accidents,
3. comply with all laws applicable to the ownership, possession and use of the Watercraft

Should the Insured not comply with this condition, the Company may, without prejudice to any other rights it may have under this Policy or at law, reject the claim.

Geographical limits

The Company shall not be liable in respect of any accident, injury, loss, Damage and/or liability caused, sustained or incurred:

1. outside the territorial limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Mozambique, Zimbabwe and Malawi in respect of inland waters such as lakes and dams,
2. beyond a cruising range of 20 Kilometres from the coast of the Republic of South Africa, Namibia and Mozambique in respect of coastal waters.

Interest of title holder

If a valid claim occurs and the Company knows that the Insured Property is the subject of an extended sales agreement, the Company will pay the title holder stated in the agreement. The Company will only pay the title holder up to the outstanding amount in accordance with the agreement and any further amount payable will be paid to the Insured.

Limit of indemnity

The liability of the Company for Damage to the Insured Property shall not exceed the sum insured stated in the Schedule.

SAMSA regulations

Cover under this policy is subject to the following conditions, and should the Insured not comply with any of these conditions, the Company may, without prejudice to any other rights it may have under this Policy or at law, reject the claim.

1. If the watercraft does not comply with the design and construction requirements as set out in the Merchant Shipping (National Small Vessel safety) Regulations,
2. If the Insured does not comply with safety appliances and equipment requirements as set out in the Merchant Shipping (National Small Vessel safety) Regulations, 2007, as amended.
3. If the person operating the watercraft is not in possession of a valid Certificate of Competence (skipper's license), where required in terms of the Merchant Shipping Regulations, 2007, as amended.
4. If the watercraft is not in possession of a valid Certificate of Fitness or Local General Safety Certificate, as required in terms of the Merchant Shipping Regulations, 2007, as amended.

Spare parts

In the event of loss of or damage to the property insured the Company's liability in respect of any new parts which may be required as a result of such loss or damage and which are unobtainable in the Republic of South Africa or are obsolete in pattern, shall be limited to the value of such parts at the time of the loss or damage but not exceeding the manufacturer's last issued catalogue or price list for such parts.

Speed

The maximum designed speed of the Watercraft may not exceed 53.75 knots (100 kilometres) per hour.

Specific exceptions

The Company shall not be liable for:

1. Damage directly or indirectly caused by or through or contributed to by gradual causes such as wear and tear, rust, corrosion, oxidation, mildew, decay, wet or dry rot, depreciation, deterioration or occasioned by pests such as rodents, moths, insects, vermin or infestations thereof,
2. consequential loss from any cause whatsoever
3. mechanical or electrical breakdowns, failures or breakages to motors and electrical machinery and batteries and their connections (excluding the shaft and propeller including metalling or repairs thereto), unless caused by the Watercraft being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (including ice but excluding water),
4. loss or Damage unless caused by:
 - 4.1 theft of the entire vessel, or
 - 4.2 theft or attempted theft of permanent fixtures and fittings and furniture and other similar equipment or machinery forming an integral part of the hull, unless accompanied by actual forcible, visible and violent breaking into or out of any unattended Watercraft or domestic outbuildings, not communicating directly with any private residence or any other place of storage, or
 - 4.3 theft or attempted theft of any out-board motor(s) unless securely locked to the vessel by an anti-theft device in addition to its normal method of attachment, unless accompanied by actual forcible, visible and violent breaking into or out of any unattended Watercraft or domestic outbuildings, not communicating directly with any private residence or any other place of storage.
5. theft of jet skis or wet bikes and the like if left unattended in the open or on a trailer,
6. loss or Damage to outboard motor(s) of the Watercraft dropping off or falling overboard unless securely chained and bolted to the Watercraft,
7. Damage to the Watercraft caused by or attributable to the Watercraft not being seaworthy,
8. Damage to sails and protective covers split by the wind or blown away whilst hoisted, unless caused by the Watercraft being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (including ice but excluding water) or in consequence of Damage to the spars to which the sails are bent,
9. Damage resulting from scratching or bruising and/or denting and the cost of consequent repainting or revarnishing arising during transit or during loading or unloading,
10. Damage to the Watercraft which arises:
 - 10.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi or Mozambique or outside a 20 Kilometre range from the shores of the Republic of South Africa, Namibia and Mozambique,
 - 10.2 if the Watercraft is used for any purpose other than according to the Conditions of Use,
11. loss or Damage caused by or through or contributed to by any defective part(s), latent defects, fault or error in design or construction, lack of maintenance or defects in repairs or alterations,
12. loss or damage which arises from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud,
13. Damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

14. Loss of or Damage to, the insured Watercraft whilst the Watercraft is being navigated by any person who is not legally entitled to do so, or any person under the age of 16 (sixteen),
15. Loss of, or damage to, the Watercraft whilst being towed or whilst towing other Watercrafts,
16. Loss or Damage to Accessories as defined unless specifically insured for under the Personal All risks Section of this Policy.
17. Damage to the Watercraft, inboard motors, outboard motors, rudder, propeller which is attributable to submerged objects under the water unless the extension Submerged Objects is stated in the Schedule to be included.
18. loss or Damage if the Watercraft, at the time of the accident is in contravention of the Merchant Shipping Regulations 2007 (as amended or replaced from time to time) relating to:
 - 18.1 having a valid certificate of fitness,
 - 18.2 if the Skipper or any other person in charge of the Watercraft (with the Insured's knowledge and permission) not being in possession of a valid and applicable Certificate of Competence,
 - 18.3 If the Insured or any other person in charge of the Watercraft (with the Insured's knowledge and permission) being under the influence of drugs or alcohol
19. any loss or damage to the Watercraft which arises while any motor vehicle towing the Watercraft on a trailer is being driven by:
 - 19.1 the Insured while under the influence of intoxicating liquor or drugs or while the blood alcohol concentration level exceeds the legal limit (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than the Insured) or while not holding a valid drivers license to drive such vehicle or does not comply with the licensing laws of the country where the defined event took place,
 - 19.2 any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs or while the blood alcohol concentration level exceeds the legal limit (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themselves) or while not holding a valid drivers license to drive such vehicle or who does not comply with the licensing laws of the country where the defined event took place.

Clauses, extensions and limitations

Costs to prevent loss

The Company will pay the reasonable costs and expenses incurred in minimising or averting any loss or Damage, provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Emergency medical expenses

The Company will pay the reasonable costs incurred for emergency medical treatment, emergency evacuation or emergency transportation of such insured person to a medical treatment facility, resulting from bodily injury caused by accidental, violent, external and visible means, up to the per person limit and event limit stated in the Easy Guide to Clauses & Included Extensions Schedule, but excluding any amounts which may,

1. fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;
2. be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account or Medical Insurance.

Inspection of the hull

The Company may at its own discretion and if so deemed necessary, pay the reasonable costs for the inspection costs of the hull of the Watercraft for possible damage that may have occurred due to stranding, sinking or collision, provided that the liability of the Company shall not exceed the limit stated in the easy Guide to Clauses & Included Extensions Schedule.

Liability for water-skiers and/or parasailers

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay in connection with any Watercraft (excluding jet skis or wet bikes), including claimant's costs and expenses incurred with the Company's written consent, in respect of:

1. accidental death of or bodily injury to or illness of any person but excluding any person being a member of the same household as the insured or any person being a member of the insured's family,
2. accidental death of or bodily injury to or illness to any person, but excluding any person in the employ of the Insured arising from and in the course of such employment,
3. accidental loss of or damage to property of any person but excluding property belonging to the insured, member of the same household or family of the Insured or is leased, hired, lent or in the charge, custody, control or held in trust by or on behalf of the insured, engaged in water-skiing or parasailing whilst being towed by the Watercraft described in the Schedule or preparing to be towed or after being towed until safely on board such Watercraft including liability as defined above and incurred by water-skiers or parasailers operating with the vessel described in the schedule, provided that:
4. such water-skier or parasailer is not entitled to indemnity under any other policy,
5. such water-skier or parasailer shall, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this section in so far as they can apply.

Provided further that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule applicable to Watercraft.

Loss or damage to keys

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any Insured Property, following upon the loss or Damage to any key or alarm controller or following damage to the locks by forcible entry to the Insured Property or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that the Company's liability shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Navigation by other persons

This Extension shall extend cover to any person other than:

1. a person operating or employed by the operator of a shipyard, repair yard or slipway;
2. a person operating or employed by a yacht or motorboat club, sales agency or similar organisation;

whilst such person is navigating or in charge of the Watercraft (excluding jet skis or wet bikes) described in the Schedule, on the order or with the permission of the Insured, provided that:

3. such person is not entitled to indemnity under any other policy;
4. such person shall, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this Section in so far as they can apply;
5. such person has not been refused Watercraft insurance or continuance thereof by any other insurance company.

The Company shall however not be liable for:

6. accidental death of or bodily injury to or illness of any person being a member of the same household as the insured or any person being a member of the insured's family,
7. accidental death of or bodily injury to or illness to any person in the employ of the Insured arising from and in the course of such employment,
8. accidental loss of or damage to property of any person but excluding property belonging to the insured, member of the same household or family of the Insured or is leased, hired, lent or in the charge, custody, control or held in trust by or on behalf of the insured,

Provided further that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule applicable to Watercraft.

Passenger liability

The Company will indemnify the Insured in respect of damages caused by an accident arising by, through, or in connection with any Watercraft (excluding jet skis or wet bikes) described in the Schedule, for which the Insured shall become legally liable to pay all sums, including claimants' costs and expenses incurred with the written consent of the Company, in respect of:

1. accidental death of or bodily injury to or illness of any person but excluding any person being a member of the same household as the insured or any person being a member of the insured's family,
2. accidental death of or bodily injury to or illness to any person, but excluding any person in the employ of the Insured arising from and in the course of such employment,
3. accidental loss of or damage to property of any person but excluding property belonging to the insured, member of the same household or family of the Insured or is leased, hired, lent or in the charge, custody, control or held in trust by or on behalf of the insured, whilst travelling upon the vessel described in the schedule or embarking thereon or disembarking therefrom, provided that, such passenger(s) are not been carried for reward.

Provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule applicable to Watercraft.

Safeguarding and delivery

The Company will pay the reasonable costs to:

1. store, safeguard and remove the Watercraft to the nearest repairer, if it is damaged as a result of a Defined Event under this section;
2. deliver the Watercraft to the address of the Insured where normally kept after repairs have been completed,

Provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule.

Salvage costs

The Company will pay the reasonable salvage charges incurred in in respect of the lifting, removal and clearing up of debris and wreckage of any Watercraft following Damage by a Defined Event, provided that the Company's liability shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions Schedule

Submerged objects (if stated in the Schedule to be included)

Notwithstanding anything to the contrary contained in Specific exception 10, this Section is extended to include Damage to the Insured Vessel including the inboard motors, outboard motors, rudder and propeller which is directly attributable to submerged objects under the water, provided that any claim payable shall be reduced by the first amount payable as stated in the Schedule.

Third party liability

The Company will indemnify the Insured in respect of damages caused by an accident arising by, through, or in connection with any Watercraft described in the Schedule, for which the Insured shall become legally liable to pay all sums, including claimants' costs and expenses incurred with the written consent of the Company, in respect of:

1. accidental death of or bodily injury to or illness to any person, but excluding any person being a member of the same household as the insured or any person being a member of the insured's family,
2. accidental death of or bodily injury to or illness to any person, but excluding any person in the employ of the Insured arising from and in the course of such employment,
3. accidental damage to property but excluding:
 - 3.1 property belonging to the insured, member of the same household or family of the Insured or is leased, hired, lent or in the charge, custody, control or held in trust by or on behalf of the insured,
 - 3.2 property belonging to an employee of the Insured,
 - 3.3 property contained in the Watercraft,
 - 3.4 liability arising whilst the Watercraft is being transported by a motor vehicle, whether on a trailer or not.

Provided that the liability of the Company shall not exceed the limit stated in the Easy Guide to Clauses & Included Extensions

Schedule applicable to;

1. applicable to Watercraft
2. jet ski or wet bike

General exceptions

The Company shall not be liable for:

1. death of or bodily injury to or illness of:
 - 1.1 any person being a member of the same household as the Insured or any person being a member of the Insured's family,
 - 1.2 workmen or any person employed by the Insured in any capacity whatsoever arising out of and in the course of such employment,
2. loss of or Damage to property:
 - 2.1 belonging to the Insured or is leased, hired, lent or in the charge, custody, control or held in trust by or on behalf of the Insured,
 - 2.2 conveyed or about to be conveyed in or on the Insured Vessel except in respect of property belonging to passengers and water-skiers provided that Liability of water-skiers and/or parasailers is stated in the Schedule to be included.
3. claims for compensation in respect of fare-paying passengers.
4. liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
5. any advice or treatment, other than first-aid treatment given or administered by the Insured or by any person acting on the Insured's behalf
6. accidents arising whilst the Watercraft is in transit by road or attached to a motor vehicle or has broken away or become accidentally detached from a motor vehicle including any liability which is the subject of indemnity under any form of motor vehicle insurance (whether such insurance is required by any Law, or not) or any legislative enactment with the purpose of providing compensation for death and/or injury (whether wholly or in part), notwithstanding that no such insurance is in force or has been effected or whether or not such compensation has been paid (whether wholly or in part) or not.
7. liability of or to water-skiers or parasailers unless specifically stated in the Schedule to be included.
8. loss, Damage, expense or liability of whatsoever nature directly and/or indirectly caused by or contributed to by or arising from:
 - 8.1 capture, seizure, arrest, restraint or detainment and the consequences thereof or of any attempt thereat; also from the consequence of hostilities or warlike operations, whether war be declared or not; but this exception shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this exclusion "power" includes any authority maintaining naval, military or air forces in association with a power
 - 8.2 piracy
 - 8.3 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 8.1 and 8.2 above.

If the Company alleges that by reason of clauses 8.1, 8.2 and 8.3 above, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

General contact details

Western Cape

T +27 (21) 914 0290

F +27 (21) 914 0293

Physical Address

5th Floor, The Edge, 3 Howick Close, Tyger Waterfront,
Carl Cronje Drive, Bellville, Cape Town, South Africa

Postal Address

P.O. Box 5881, Tygervally,
7536, Cape Town, South Africa

FSP licence number: 9465

Vat number: 4430218315

Gauteng

T +27 (12) 523 0900

F +27 (12) 523 0909

Physical Address

Montana Office Park, Unit 001, Block A,
335 Calliandra Street, Pretoria, South Africa

Postal Address

P.O. Box 908434, Montana, Pretoria,
0151, South Africa

FSP licence number: 9465

Vat number: 4430218315

Compliance Officer (South Africa Only)

Charmaine Terblanche

Physical Address

Moonstone Compliance (Pty) Ltd Practice No. 188

Postal Address

PO Box 12626, Die Boord, Stellenbosch, 7613

T +27 (0) 72 237 3781

F +27 (0) 86 615 1110

Cape Town

T +27 (21) 914 0290

F +27 (21) 914 0293

Physical Address

5th Floor, The Edge,
3 Howick Close, Tyger Waterfront,
Carl Cronje Drive, Bellville, Cape Town,
South Africa

Postal Address

P.O. Box 5881, Tygervally,
7536, Cape Town, South Africa

Gauteng

T +27 (12) 523 0900

F +27 (12) 523 0909

Physical Address

Montana Office Park,
Unit 001, Block A,
335 Calliandra Street, Pretoria,
South Africa

Postal Address

P.O. Box 908434, Montana,
Pretoria, 0151, South Africa

www.westnat.com

Copyright © 2017 Western National Insurance Company Ltd, affiliates of PSG Financial Services Ltd, a licensed controlling company, are authorised financial services providers.FAIS: Juristic Reps under FSP 9465 (RSA).