

SECTIONAL TITLE POLICY WORDING

Underwritten by
Mutual & Federal Risk Financing Limited (MFRF)



MUTUAL & FEDERAL | risk financing

A member of the  OLDMUTUAL Group


tradesure
YOUR BUSINESS CONTINUITY ASSURED

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GENERAL EXCEPTIONS, CONDITIONS, PROVISIONS AND DEFINITIONS

OPERATIVE CLAUSE

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 insurance and as otherwise provided under the sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

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

GENERAL EXCEPTIONS

1. WAR, RIOT AND TERRORISM

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

If the Company alleges that, by reason of clause A(i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

- B. This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (No 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
- C. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

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

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

2. ASBESTOS

Notwithstanding any provision of this Policy including any Exclusion, Exception or Extension or other provision which would otherwise override a General Exception, this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or 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.

3. NUCLEAR

Except as regards the Fidelity

- (i) this policy does not cover
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only; combustion shall include any self-sustaining process of nuclear fission.
- (ii) the indemnity provided by this policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

4. CYBER LOSS EXCLUSION (PROPERTY INSURANCE)

- A. Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, this agreement excludes any:
 - (i) Cyber Loss;
 - (ii) 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 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; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- B. If Tradesure Commercial Specialists (Pty) Ltd alleges that by reason of this exclusion any loss, damage, liability, claim, cost or expense sustained by You (the insured) is not covered by this agreement, the burden of proving the contrary shall be upon You.

DEFINITIONS

Cyber Loss	any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
Cyber Act	an unauthorised, malicious or criminal act or series of related unauthorised, or criminal acts, regardless of time and place, or the threat or hoax thereof involving to, processing of, use of or operation of any Computer System.
Cyber Incident	<ul style="list-style-type: none"> any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
Computer System	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.
Data	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.
Time Element Loss	business interruption, contingent business interruption or any other consequential losses.

5. CYBER INCIDENT EXCLUSION (CASUALTY INSURANCE)

- A. Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, this agreement excludes any Cyber Loss.
- B. If Tradesure Commercial Specialists (Pty)Ltd alleges that by reason of this exclusion any Cyber Loss sustained by You (the insured) is not covered by this agreement, the burden of proving the contrary shall be upon You (the insured).

DEFINITIONS

Cyber Loss	all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defense cost, expense or any other amount incurred by or to You (the insured), including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in with any Cyber Incident.
Cyber Incident	<ul style="list-style-type: none"> an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
Computer System	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.

6. DEFECTIVE DESIGN, LACK OF MAINTENANCE AND COST OF MAINTENANCE

This policy does not cover loss of or damage caused by or attributed to defective design, defective workmanship, defective construction or defective material or lack of maintenance and the cost of maintenance of the insured property.

7. DETENTION, CONFISCATION AND FORFEITURE

This Policy does not cover any loss, damage, cost or expense directly or indirectly arising from permanent or temporary detention, confiscation, attachment, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or authorities.

8. TRANSMISSION AND DISTRIBUTION LINES

This Policy excludes all above ground transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description, for the purpose of transmission and distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual. This exclusion applies to all equipment other than those on or within 150 metres from the Insured structure.

This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss, and/or other contingent losses related to transmission and distribution lines, other than contingent property damage/business interruption losses (including expenses), arising from loss/damage to lines of third parties.

9. WEAR AND TEAR

This policy does not cover damage which occurs gradually over a period of time, including wear and tear.

10. FLOOR COVERINGS

This policy does not cover the replacement of floor coverings other than in the room or rooms in which the damage occurred.

11. SANCTIONS LIMITATION AND EXCLUSION CLAUSE

The Insurer shall not indemnify and the Insurer shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

12. SUDDEN AND UNFORESEEN

This policy does not provide cover for any loss or damage as a result of any cause that was not sudden and unforeseen.

13. COMMUNICABLE DISEASE EXCLUSION (PROPERTY)

1. This policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a

Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured under the policy and any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire.

DEFINITIONS

Communicable Disease	<p>any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ul style="list-style-type: none"> • the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and • the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and • the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
Time Element Loss	business interruption, contingent business interruption or any other consequential losses.

14. COMMUNICABLE DISEASE EXCLUSION (LIABILITY, GROUP PERSONAL ACCIDENT & STATED BENEFITS)

1. This policy excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

DEFINITIONS

Communicable Disease	<p>any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ul style="list-style-type: none"> • the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and • the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and • the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
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15. BUSINESS INTERRUPTION SUPPLEMENTARY EXCLUSION

Physical Damage Provision applying to Business Interruption Cover.

Notwithstanding any provision to the contrary within this insurance agreement, this insurance does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Business Interruption or Consequential Losses cover unless arising from the physical loss of or physical damage to property directly caused by an insured peril under both the original policies and under this insurance. For the sake of clarity this Provision also applies, but is not limited to, any act of a lawfully established or recognized authority, in relation to closure, restriction, or prevention of access, in connection with the foregoing.

GENERAL CONDITIONS

1. MISREPRESENTATION, MIS-DESCRIPTION AND NON-DISCLOSURE

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

2. 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. If any such other insurance is subject to any condition of average, this policy, if not already subject to any conditions of average, shall be subject to average in like manner.

3. A. CANCELLATION

This policy or any section may be cancelled at any time by the Company giving 31 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum premium for the period the policy or section 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, subject to general condition 3B.

3. B. PREMIUM PAYMENT

ANNUAL POLICIES:

The premium is due on or before the inception date. Where the policy is in the process of being renewed, The Insurer may accept a premium tendered more than 15 (fifteen) days after the renewal date, however, The Insurer is not obliged to do so.

MONTHLY POLICIES:

Premiums are payable on due date (normally the first business day of the month). The Insurer will give the Insured 15 (fifteen) working days grace within which a cash premium and proof of payment must be furnished to The Insurer. The Insurer may agree to re-submit the debit order in lieu of a cash payment. If the second debit order fails, The Insured's policy will automatically lapse on the original due date.

The Insurer will do all that it can to help the Insured retain the Policy by contacting the Insured or the Insured's Intermediary within the first month following a declined or returned debit order.

PROVISIONAL COVER

If agreement has not been reached on the final premium due, The Insurer may consider provisionally covering the risk subject to the settlement of the final premium and will not reject claims as a result

4. 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, furnish the Company with such particulars and information as

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.

5. PREVENTION OF LOSS

The Insured shall take all reasonable steps and precautions to prevent accidents or losses and shall exercise all reasonable precautions for the maintenance and safety of the property.

6. CLAIMS

- (a) On the happening of any event which may result in a claim under this policy that Insured shall, at their own expense
 - (i) give notice thereof to the Company within 30 days of the happening of the event and provide particulars of any other insurance covering such events as are hereby insured.
 - (ii) as soon as practicable after the event inform the 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.
 - (iii) as soon as practicable after the event submit to the Company full details in writing of any claim.
 - (iv) give the Company such proofs, information and sworn declarations as the Company may require and forward to the Company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.
- (b) 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 condition when called upon to do so, the Insured shall immediately become liable to repay to the Company all amounts paid in respect of the claim.

7. COMPANY'S RIGHTS AFTER AN EVENT

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

8. PRESCRIPTION OF CLAIMS

The Insurer will not be liable for any claim after twelve (12) months have expired from the date of the event giving rise to the claim, unless the claim is the subject of pending legal action, or where it is a liability claim against the Insured.

9. REPUDIATION OF CLAIMS

If the Insurer repudiate any claim, or dispute the quantum of a claim, the Insured have ninety (90) days to make representation to the Insurer, challenging this decision. If the Insurer persist in repudiating the claim or disputing the quantum, the Insured have to have summons issued and served on the Insurer, within six (6) months (180 days) after the expiry of the ninety (90) days (challenging period); failing which, the Insured will forfeit his claim and the Insurer will have no further liability in terms of this policy.

10. 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 or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

11. BREACH OF CONDITIONS

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

12. 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 shall in every case be a full discharge to the Company.

13. NATIONAL BUILDING REGULATIONS

All properties must comply with the National Building Regulations and plans submitted to and approved by the local authority at the relevant time.

14. OBSOLESCENCE CLAUSE

In the event of loss or damage to

- (a) electronic motors
- (b) telephonic communication equipment
- (c) security control equipment (including cameras)
- (d) alarm and detection systems

- (e) TV aerials including television transmission or reception equipment closed circuit cameras and monitors or any accessory or attachment relating thereto; being the subject of a claim as insured for which there is no immediate replacement; or for which the agency or supplier in South Africa has discontinued the importation or stockholding of such equipment; and provided that such equipment is not repairable; then such equipment shall be considered obsolete.

In the event of the said equipment being considered or declared obsolete; then at the option of the Company; the basis of the indemnity shall be cash-in-lieu and shall be the original purchase or determined costs thereof less a rate of depreciation based on an accumulative rate of 15 percent per annum; as from the date of purchase or installation.

Such indemnity shall relate to the physical cost of the said equipment; as defined herein; and will exclude the costs of labour and installation.

Upon the Company having agreed to indemnify the Insured in terms of this clause; then at the option of the Insurers or Underwriters; the Insured shall have the equipment being the subject of the claim; removed from its place of installation prior to payment of such indemnity and delivered to the Company at their named offices. Such costs of removal and delivery are to be agreed with the Company and these costs will be for the account of the Company.

15. DYE-LOTS, COLOURS, PATTERNS & TEXTURES CLAUSE

In the event of any property (or portion of such property) being the subject of an insurance claim; and being supplied or manufactured in specific dye-lots, colours, patterns, or textures; and at the time of such claim the property (or portion of such property) being the subject of the claim is not available (in whole or in part) in such dye-lots, colours, patterns or textures, then the Company will only indemnify the Insured for the cost of the same as such is available to the nearest dye-lot, colour, pattern or texture as may be available in the required quantity.

16. SUSPENSION OF INSURANCE COVER

The Company may at its option; suspend insurance cover relative to any section of the Schedule to this policy in the event of: -

- (i) the Insured's failure to comply with any statutory or building requirement to which this insurance is subject
- (ii) any condition to which the policy may be subjected to in writing or endorsement by the Company and thereafter directed to the Insured or his appointed representative

17. FIRE PROTECTION

It is a condition precedent to liability under this policy that all fire-fighting equipment or fire protection at the premises is installed, maintained and serviced in accordance with the Regulations contained in the National Building Regulations or any other regulations as may be contained in the respective Emergency Services Bye-laws.

GENERAL PROVISIONS

A. CLAIMS PREPARATION COSTS

The insurance by each section of this policy is extended to include costs reasonably 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 amount stated in the Schedule.

B. PAYMENTS ON ACCOUNT

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

C. FIRST AMOUNT PAYABLE

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

D. MEMBERS

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

E. LIABILITY UNDER MORE THAN ONE SECTION

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.

F. MEANING OF WORDS

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

G. PREMIUM PAYMENT

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

The Company shall not be obliged to accept premium tendered to it 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.

H. HOLDING COVERED

If the Company is holding covered on a risk they will not reject a claim on the basis that the premium has not been agreed. All cover will cease immediately if no firm written instruction is received from the Insured within the 7 days' grace period.

I. SCHEDULE SUMS INSURED BLANK

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

- (i) Left blank or has no monetary amount stipulated against it
- (ii) Reflected as nil or not applicable or not covered or no indemnity extended

this means the defined event or circumstance shown in the Schedule is not insured by the policy.

J. SECURITY FIRMS

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

The Company shall not raise as a defence to any valid claim submitted under any section or subsection 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.

K. ERRORS AND OMISSIONS ON POLICY SCHEDULE

You have 7 days from the receipt of your schedule to advise the insurer of any errors or omissions on your policy document or schedule. Failure to do so may result in you not enjoying the cover you required or expected. Further, the insurer is no-longer responsible for those errors or omissions.

GENERAL DEFINITIONS

1. ACT

As applied to the issued policy and the interested parties being subject to either:- The Sectional Titles Act No. 95 of 1986 (as may be amended or replaced) read in conjunction with the Sectional Titles Scheme Management Act No. 8 of 2011 or

The Companies Act No. 71 of 2008 (non-profit company) (as may be amended or replaced) or

The Shareblocks Control Act No. 59 of 1980 (as may be amended or replaced)

2. BUSINESS

The duties and requirements of a Body Corporate in terms of the Sectional Titles Act No. 95 of 1986 as may be applied to this insurance and the registered rules agreed and amended by the appointed Trustees or as may be amended by statutory regulation and or the provisions thereof

or

The duties and requirements of the directors of a Company governing the activities of a Home Owners Association as determined in accordance with the requirements of the Companies Act No. 71 of 2008 (non-profit company) as may be applied to this insurance or amended by statutory legislation and or the provisions thereof

or

The duties and requirements of the directors / members of a "share-block" as determined in accordance with the requirements of the Shareblocks Control Act No. 59 of 1980 as may be applied to this insurance or amended by statutory legislation and or the provisions thereof

3. BODY CORPORATE / HOME OWNERS ASSOCIATION / SHAREBLOCK INVESTORS

BODY CORPORATE

The controlling body of the building(s) described in the Schedule and acting within the requirements of the Sectional Titles Act No. 95 of 1986 (or as may be amended)

HOME OWNERS ASSOCIATION

The directors of a Company acting within the requirements of the Companies Act No. 71 of 2008 (non-profit company) (or as may be amended)

SHAREBLOCK INVESTORS

The directors / members of a syndicate or Company acting within the requirements of the Shareblocks Control Act No. 59 of 1980 (or as may be amended)

4. OWNER

All registered owners of a Unit including the owner's spouse, children and other persons normally residing with him/her.

5. SCHEME

The Sectional Titles Development Scheme in terms of the Sectional Titles Act No. 95 of 1986 or investment entitlement of investors in terms of the Companies Act No. 71 of 2008 (non-profit company) or investment entitlement of investors in terms of the Shareblocks Control Act No. 59 of 1980.

6. SECTION

A section of property as shown on the sectional plan bearing the number stated in the participation quota schedule; or that interest in a unit representing an investor's interests and entitlement.

7. COMMON PROPERTY

That part of the property insured which does not form part of a section and described on the Sectional Plan stated in the Schedule.

8. UNIT

The section designated on the Sectional Plan including its undivided share in the common property apportioned to it in accordance with its participation quota or that interest in a unit representing the investors entitlement as a shareblock investor.

9. PARTICIPATION QUOTA IN THE COMMON PROPERTY

The participation quota of a section or of the owner of a section shall be at that proportion designated in the Sectional Plan and/or Rules of the Controlling Body.

10. TRUSTEE(S)

The elected trustee(s) of the Body Corporate. This does not include a Body Corporate Manager or a director or representative of such a manager,

11. DIRECTOR(S) OF A HOMEOWNERS ASSOCIATION

The elected director(s) of the Homeowners Association. This does not include the Manager of a Homeowners Association or a director or representative of such a Manager.

12. EMPLOYEE

Any person or persons over whom an authorised Trustee of the Body Corporate or authorised Director of the Company governing the Home Owners Association or director or member representing the interests of the Shareblock Investors; have effective direction and control as to the effort and outcome of the work undertaken by an "employee" or "employees" whilst engaged by the Body Corporate or Home Owners Association provided the "employee" or "employees" act whilst; during and within the scope of their authorised and appointed employment; and are qualified in the undertaking of their required services.

The activities of any appointed contractors (or their sub-contractors) are specifically excluded in terms of the definition of an "Employee".

13. THE INSURED

The Insured shall mean The Body Corporate / Home Owners Association including all owners and all mortgagees of registered mortgage bonds over the units in the scheme for their respective rights and interests.

14. BUILDINGS

Shall be deemed to include outbuildings and landlord's fixtures and fittings therein and thereon including fitted carpets and lifts with all associated equipment, transformers, motors, boilers, air- conditioning, standby generators and walls (except dam walls), gates, posts, fences (excluding hedges) and sporting/recreational structures including but not limited to swimming pools, tennis courts (including floodlights), sauna/spa baths/Jacuzzis and water pumps, pool machinery, borehole motors and brick, tar, concrete or paved roads, driveways, parking areas, paths or patios all the property of the Insured and situate as stated in the Schedule.

Unless otherwise stated in the Schedule, the buildings and outbuildings shall be constructed of brick, stone, concrete, or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos.

15. COMPUTER NETWORK

Means interconnected electronic, wireless, web, or similar systems (including all hardware and software) used to process data or information in an analogue, digital, electronic or wireless format including, but not limited to, computer programs, electronic data, operating systems, servers, media libraries, associated input and output devices, mobile devices, networking equipment, websites, extranets, off line storage facilities (to the extent that they hold electronic data), and electronic backup equipment.

16. COMPUTER CRIME

Means loss of funds resulting directly from fraudulent or dishonest misuse or manipulation, including a computer virus and phishing, by a third party of the computer network, programs or funds transfer systems owned or operated by an insurable person.

17. COMPUTER VIRUS

Means a set of unauthorised instructions, programmatic or otherwise that propagate themselves including any Trojan horse, time or logic bomb, or worm, or any other destructive or disruptive code, media or program, or interference through the insurable persons computer network via the means inherent in the operation of such systems, which instructions are maliciously introduced by a person which cause the insurable person to transfer or pay or deliver any funds or property, establish any credit debit any account or give any value as a direct result of the destruction or attempt thereof of the insurable persons electronic data while such data is stored within the insurable persons computer network or a service provider's computer network;

18. CRISIS MANAGEMENT COSTS

Means any fees reasonably and necessarily incurred by you, having first obtained our written consent, for the engagement of a public relations consultant, advertising expenses and legal expenses if you reasonably consider that such appointment is needed in order to avert or mitigate any material damage to any of your brands.

19. CRIMINAL ACT

Means any act of internal crime or external crime which causes a loss to you.

Internal crime means any theft, fraudulent or dishonest single, continuous or repeated act(s) or a series of acts committed by an insurable person acting alone or in collusion with others, with the intent to cause you loss, or to obtain improper financial gain.

External crime means any fraudulent or dishonest single, continuous or repeated act(s) or a series of acts committed by a third party, acting alone or in collusion with others, of:

- a) theft of funds;
- b) fraudulent alteration;
- c) fraudulent transfer instructions; or
- d) computer crime;

External crime does not include:

- a) corporate transaction involving the purchase or sale of shares, equity, debt or assets of an entity;
- b) voluntary exchange or purchase unless covered under fraudulent alteration, fraudulent transfer instructions or computer crime; or
- c) investment activities, being the act or purported act of investing in securities, commodities, futures or foreign exchange.

20. CUSTOMER NOTIFICATION EXPENSES

Means those reasonable and necessary expenses you incur following a security breach, privacy breach, or breach of privacy regulations on your computer network that results in the compromise of your personal information maintained on that computer network.

21. CUSTOMER SUPPORT EXPENSES

Means those reasonable and necessary expenses you incur for the provision of credit file monitoring services and identity theft education and assistance.

22. CYBER COSTS AND EXPENSES

Means costs, authorised by us, for your own reasonable and necessary costs and expenses of specialists, investigators, forensic auditors, or loss adjusters retained by you for the purpose of conducting a review or audit to substantiate that a cyber event is occurring or has occurred.

23. CYBER EVENT

Means any security breach, privacy breach, breach of privacy regulations or an attack by malicious code which occurs on your computer network.

24. DATA

Means any machine-readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to, text or digital media.

25. DATA DAMAGE

Means;

- a) the criminal and malicious alteration, deletion or corruption of data while such data is in your custody and control or in transit;
- b) your data being lost, damaged or destroyed as a direct result of robbery, theft or malicious act;
- c) the malicious alteration or destruction of electronic computer programs while lawfully stored within your computer network.

26. DISCOVERY

Means when an insurable person first becomes aware of any actual or potential claim by a third party or of any loss for which indemnity is or may be provided under this policy, or of any fact or circumstance which would cause a reasonable person to assume that any loss has or may have occurred, regardless of:

- a) the time or place of any act, transaction or other event which has or may have caused or contributed to such claim or loss;
- b) whether the insurable person's knowledge for such claim or loss is such that at the time of first awareness, any loss could reasonably have been foreseen.

27. EXECUTIVE OFFICER

Means any person who is a trustee, director, or another person who exercises executive control over your financial affairs.

28. FINANCIAL INSTRUMENT

Means cheques, drafts or similar written promises, orders or directions to pay a certain sum of money that are made, drawn by or drawn upon you or by anyone acting or purporting to be acting as your agent.

29. FRAUDULENT ALTERATION

Means a material alteration to any authentic financial instrument for a fraudulent or dishonest purpose by any person. Any financial instrument which has been fictitiously or fraudulently created from the outset is not deemed to be a fraudulent alteration.

30. FRAUDULENT TRANSFER INSTRUCTIONS

Means fraudulent:

- a) electronic, telegraphic, cable, teletype or telephone instructions to a financial institution to debit a transfer account and to transfer, pay or deliver funds from such account, which instructions purport to have been transmitted by an insurable person or by a person duly authorised insurable person to issue such instruction but which have been fraudulently transmitted by another; or
- b) written instructions to a financial institution to debit a transfer account and to transfer, pay or deliver funds from such account through an electronic funds transfer system at specified times or under specified conditions, which written instructions purport to have been duly issued by an insurable person but which have been fraudulently issued, forged or altered by another.

31. FUNDS

Means money or securities owned by you, received by you, or collected on your behalf, which has been, or was to be used for the financial management of your affairs.

Funds do not include the personal money, securities or tangible property of an insurable person, tenants or unit owners.

32. INSURABLE PERSON

Means any executive officer, employee or agent of yours who has control over your funds or funds for which you are responsible. Your appointed managing agent or contractor, employee or other person acting

on behalf of or under the direction of your managing agent, who in the normal course of your affairs has access to or control over your funds.

33. IMPROPER FINANCIAL GAIN

Means any person gaining any funds from you to which that person was not legally entitled.

Improper financial gain does not include salaries, bonuses, fees, commissions, promotion, reward or other remuneration.

34. LEGAL LIABILITY

Means damages and the reasonable and necessary expenses, incurred with our written consent, in the investigation and defence of a claim against you. Legal liability does not include your internal costs such as salaries, overheads and other expenses that would have existed irrespective of the claim.

35. LOSS

Means the direct financial loss of funds sustained by you as a direct result of a criminal act and will include investigation costs and data reconstruction costs.

36. MALICIOUS CODE

Means software designed to infiltrate or damage a computer network without the owner's informed consent by a variety of forms including, but not limited to, Trojan horses, spyware, dishonest adware, and crime-ware.

37. MANAGING AGENT

Means a person or company and its employees with delegated functions, appointed by the body corporate or the company, to control, manage and administer the business or affairs of the body corporate or the company. The appointment must be a written contract between the managing agent and the body corporate or the company.

38. PHISHING

Means the dishonest, fraudulent, malicious or criminal attempt to obtain sensitive account access information using electronic means by deceiving an insurable person as to the origin of a communication.

39. PRIVACY BREACH

Means a breach of confidentiality, infringement, or violation of any right to privacy including, the wrongful disclosure of confidential or private information.

40. PRIVACY REGULATIONS

Means the following Acts, as well as similar applicable statutes and regulations, as they currently exist, and associated with the confidentiality, access, control, and use of personally identifiable, non-public information including, but not limited to:

- a) the Constitution of the Republic of South Africa Act 108 of 1996;
- b) the Electronic Communications and Transactions Act, 25 of 2002;
- c) the Promotion of Access to Information Act 2 of 2000;

- d) the Consumer Protection Act 68 of 2008 and regulations regarding the privacy of consumer information;
- e) the Regulation of Interception of Communications and Provision of Communications-Related Information Act 20 of 2002;
- f) Protection of Personal Information Act of 2013; and
- g) the common law in relation to the right to privacy; all as amended or substituted from time to time.

41. SECURITY BREACH

Means the actual or alleged breach of duty by an insurable person in preventing the intentional misuse of a computer network to: modify, delete, corrupt, destroy or wrongfully disclose data or participate in a denial of service.

42. TRUSTEE

Means any past or present elected, co-opted or alternate trustee of the body corporate.

43. TWO-STEP VERIFICATION PROCESS

Means a verification process that comprises two or more independent procedures being carried out to verify and confirm the legitimacy of any instruction to change banking details, add or amend beneficiaries, or attend to the withdrawal or transfer of funds. As a minimum the two-step verification process should include both a written or electronic confirmation as well as a separate and independent telephonic verification.

44. VOLUNTARY EXCHANGE OR PURCHASE

Means the voluntary giving or surrendering (whether or not such giving or surrendering is induced by deception) of funds in any exchange or purchase.

BUILDINGS

DEFINED EVENTS

1. Damage by the perils described
 - (a) in Sub-section A to the buildings (as defined)
 - (b) in Sub-section B to public supply connections situate as stated in the Schedule.
2. Loss of rent as provided in sub section C.
3. Provided that no amount shall be payable in terms of this section except in the event of actual physical loss of or damage to insured property, notwithstanding that the insured property may have been deemed to have been destroyed in terms of Section 48 of the Act, and the provisions of that section shall not apply in regard to the application or interpretation of this policy.

SUB-SECTION A - BUILDINGS

1. Fire, lightning, thunderbolt, subterranean fire, explosion, meteorite
2. Storm, wind, water, hail or snow other than
 - (a) that arising from its undergoing any process necessarily involving the use or application of water
 - (b) wear and tear or gradual deterioration
 - (c) loss or damage

- (i) to retaining walls
 - (ii) caused or aggravated by
 - subsidence or landslip
 - the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any destruction or damage
3. Earthquake
 4. Aircraft and other aerial devices or articles dropped therefrom
 5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles
 6. Theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building.
 - (a) If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, cover will be suspended as regards the property affected unless the Insured before the occurrence of damage obtains the written agreement of the Company to continue this extension.
 - (b) During the period of the initial un-occupancy of 30 consecutive days the insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable
 7. Accidental damage to or breakage of glass or sanitary ware such as fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas, fixed wash-basins, pedestals, sinks, lavatory pans, splash backs and cisterns (but excluding chipping, scratching, and other disfiguration).
 8. Accidental breakage or collapse of radio or television aerials, satellite dishes, aerial fittings or masts.
 9. Accidental damage including electrical or mechanical breakdown to pumps and machinery for swimming pools, boreholes, sauna/spa baths/Jacuzzis, automatic gates and garage doors in domestic use. The Company shall not be liable for damage to property resulting from or caused by wear and tear, gradual deterioration, insects, vermin or any process of cleaning repairing altering or restoring, corrosion, erosion, deposit or scale, sludge or other sediment, chemical action or rust. The Company's liability shall not exceed R1 500 any one event.
 10. Sudden and unforeseen bursting, overflowing or escape of water or oil from tanks, apparatus or pipes including any fixed water or oil-fired heating installation including damage to such tanks, apparatus or pipes but excluding all damage as a result of wear and tear and gradual deterioration, and excluding geysers which are more specifically insured under Special Risks Geyser section.

SPECIFIC CONDITION (NOT APPLICABLE TO 7, 8, 9 AND 10 ABOVE)

AVERAGE

If the property insured is, at the commencement of any damage to such property by any peril insured against, 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 of the loss accordingly. Every item, if more than one, shall be separately subject to this condition. This condition shall apply to the individual units (excluding the owners interest in the land) and not to the property as a whole.

SUB-SECTION B PUBLIC SUPPLY CONNECTIONS

Accidental 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

1. Loss of rent/levies receivable from tenants

Loss of rent as a result of the property insured being so damaged by any of the perils specified in Sub-section A as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 30 percent of the sum insured on the affected unit or section of the property. The basis of calculation shall be the rent/levies payable immediately preceding the damage or its equivalent in rental/levy value.

2. Owners as occupiers' alternative accommodation

In consequence of the property being so damaged by any of the perils specified in Sub-section A as to be rendered untenable, the Company will indemnify the Insured in respect of the reasonable cost of equivalent alternative accommodation up to a limit of 30 percent of the sum insured on the affected unit. The indemnity period shall be limited to the period necessary for the reinstatement of the unit. The insurance provided herein does not cover any loss which at the time of happening of such loss is insured by or would but for the existence of this policy be insured by any other policy except in respect of any excess beyond the amount which would have been payable under the policy had this insurance not been effected.

CLAUSES AND EXTENSIONS

1. SUBSIDENCE AND LANDSLIP EXTENSION TO SUB-SECTION A - LIMITED COVER

(It is noted that this extension is automatically included unless specifically excluded)

- 1.1. Sub-section A - Buildings, is extended to include loss of or damage to the building caused by subsidence or landslip of the land supporting the building, or heave, provided that such loss or damage is not caused by or does not arise from
 - (i) normal settlement, shrinkage or expansion of the building
 - (ii) alterations, additions or repairs to the building the compaction or infill
 - (iii) defective or faulty design, materials or workmanship
 - (iv) excavations including mining operations
 - (v) contraction and/or expansion of soil, clay or similar types or moist or damp removal or weakening of support to the building
 - (vi) buildings constructed on dolomite sites
- 1.2. Excluded Cover:

Loss or damage to the following is automatically excluded:

 - (i) Swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls unless the building is damaged at the same time by the same event
 - (ii) Solid floor slabs or any part of the building resulting from the movement of such slabs unless the foundation supporting the external walls of the building are damaged by the same cause at the same event
 - (iii) Consequential loss whatsoever
 - (iv) Damage existing at commencement of cover
- 1.3. No cover is provided for work necessary to prevent further loss or damage due to subsidence, landslip or heave except where appropriate design precautions are implemented during the original construction of the building and any subsequent additions thereto.
- 1.4. The Insured shall be responsible for the first R10 000 per unit and/or per common property of each and every occurrence giving rise to a claim.
- 1.5. The Insured may be required to prove that the loss or damage being claimed for was caused by subsidence and/or landslip or heave.

2. SUBSIDENCE AND LANDSLIP EXTENSION TO SUB-SECTION A - FULL COVER (IF STATED IN THE SCHEDULE TO BE INCLUDED)

The following peril is added to Sub-section A - Buildings:

Damage caused by subsidence or landslip, provided that the Insured shall bear the first portion of each and every claim up to an amount calculated at 1 percent of the sum insured as stated in the Schedule.

This extension does not cover

- 1.6. damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured
- 1.7. damage caused by or attributable to
 - (i) faulty design or construction of, or the removal or weakening of support to any building situated at the insured premises
 - (ii) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises
 - (iii) excavation on or under land other than excavations in the course of mining operations
- 1.8. consequential loss of any kind whatsoever except,
- 1.9. loss of rent, normal settlement, shrinkage or expansion of the building,
- 1.10. active soils, except where professional engineering design precautions have been implemented during construction, the densification of made up ground or infill or by inadequate compaction of filling,
- 1.11. damage from a cause which existed prior to the commencement of the policy,
- 1.12. solid floor slabs or any other part of the building resulting from the movement of such slabs, unless the foundations supporting the external walls of the building are damaged by the same cause at the same time,
- 1.13. work necessary to prevent further destruction or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto

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

DEFINITIONS

Subsidence	the downward movement of a site on which buildings may or may not stand, from causes unconnected with the building (if present).
Landslip	the downward and/or sideways movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground
Settlement	the downward movement of a site due to the application of superimposed loading which is the wholly natural effect of superimposing a load on a site and is unpredictable
Active Soils	a soil that changes in volume to varying degrees in response to changes in moisture content, i.e. the soil may increase in volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out.

3. PREVENTION OF ACCESS EXTENSION TO SUB-SECTION C

If property within a 10km 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 30 percent 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.

4. ARCHITECTS' AND OTHER PROFESSIONAL FEES CLAUSE

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

5. CAPITAL ADDITIONS CLAUSE

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount not exceeding 15 percent of the sum insured thereon, it being understood that the Insured undertake to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

6. COST OF DEMOLITION AND CLEARING AND ERECTION OF HOARDINGS CLAUSE

The insurance under this section includes costs necessarily incurred by the Insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The Insurer 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/section.

7. FIRE EXTINGUISHING CHARGES CLAUSE

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

8. MORTGAGEE CLAUSE

1. The interest of the mortgagee(s) in the buildings, improvements, landlord's fixtures and fittings and rent insured only shall not be prejudiced by:
 - (a) any act or neglect of the Body Corporate or any of the owners of units as defined in the Act, or
 - (b) any misrepresentation or non-disclosure by the Body Corporate or any of the owners of the units at the time when the insurance is effected or renewed or during the currency thereof, or
 - (c) the alienation of the property, or
 - (d) the occupation thereof for purposes more hazardous than permitted by the policy.

Provided that

- (i) such act, neglect, misrepresentation, non-disclosure, alienation or occupation shall have been affected without the knowledge and privy of the mortgagee(s) and

- (ii) the mortgagee(s) shall notify the Company of the happening or existence of such act, neglect, misrepresentation, nondisclosure, alienation or occupation as soon as same shall come to his or her knowledge and
 - (iii) the mortgagee(s) shall on reasonable demand, pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or shall have been, assumed by the Company during the continuance of the Insurance and
 - (iv) any compensation payable in terms of this section shall be payable direct to the mortgagee(s) of the particular unit in the order of preference of their bonds up to the value allocated to the particular unit in this section or the aggregate of the amounts due by the unit owner to the mortgagee under the mortgage bonds whichever is the lesser.
2. (a) All and any amounts becoming payable by the Company under this section as a result of damage to the buildings improvements or landlord's fixtures and fittings shall unless otherwise resolved or ordered in terms of Section 36 of the Act be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 36 of the Act that such damage or destruction should not be reinstated the proceeds of any claim applicable to a unit shall be made in the first place to the mortgagee(s) of the particular unit up to the value allocated to the particular unit in this section or the aggregate of the amounts due by the unit owner to the mortgagee(s) under their mortgage bonds whichever is the lesser,
- (b) As regards this clause the Specific Condition of average shall apply to the individual units (excluding the owners interest in the land) and not to the property as a whole.

9. MUNICIPAL PLANS SCRUTINY FEE CLAUSE

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

10. PUBLIC AUTHORITIES' REQUIREMENTS CLAUSE

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
- (a) the cost incurred in complying with any of the aforesaid regulations
 - (i) in respect of damage occurring prior to granting of
 - (ii) this clause in respect of damage not insured by this section
 - (iii) under which notice has been served upon the Insured prior to the happening of the damage
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged
 - (b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations

2. the work of repairing or rebuilding must be commenced and carried out with reasonable dispatch 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.

11. RAILWAY AND OTHER SUBROGATION CLAUSE

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

12. REINSTATEMENT VALUE CONDITIONS

In the event of the 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 or 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 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 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 the 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 proportion 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
 - (a) the Insured fails to intimate to the Company within six 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
 - (b) the Insured are unable or unwilling to replace or reinstate the property on the same or another site.

13. TEMPORARY REMOVAL CLAUSE

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

14. TENANTS/OWNERS CLAUSE

The insurance shall not be invalidated by any act or omission on the part of an owner of a unit (except if committed by all the owners in concert or except in respect of damage belonging to the owner whose act or omission caused the damage) or a tenant thereof (without the Insured's or owners knowledge), provided that the Insured or owner notifies the Company as soon as such act or omission comes to their knowledge and pays on demand the appropriate additional premium.

15. ESCALATION CLAUSE

During each period of insurance, the sum(s) insured under Sub-section A of this section shall be increased by that portion of the percentage specified in the Schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply 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 may be 50 percent of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

16. INFLATION CONTINGENCY EXTENSION

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

- (i) 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
- (ii) 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
- (iii) 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 percent of the premium produced by applying the percentage(s) specified to the annual premium on the sum(s) insured specified.

17. MALICIOUS DAMAGE EXTENSION

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss or damage to

1. movable property which is
 - (a) stolen
 - (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured
2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured
3. immovable property owned or occupied by the Insured occasioned by or through or in consequence of

- (a) the removal or partial removal or any attempt thereof of
- (b) the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof

provided that this extension does not cover

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

If the Company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

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 un-occupancy 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 percent of the claim before deduction of any first amount payable.

18. REMOVAL OF TREES CLAUSE

The cost of removing trees when they have fallen upon and caused damage to the insured property shall be borne by the Company.

19. GARDEN LANDSCAPING CLAUSE

The cover provided by this section is extended to include the cost of reinstating landscaped gardens forming part of the insured property following damage to the insured buildings as a result of an insured peril subject to the limit of cover stated in the policy schedule.

20. SECURITY SERVICES CLAUSE

The cover provided by this section is extended to include the cost of hiring of security guards and/or services to protect the insured property consequent upon the security of the insured property being breached by an insured peril subject to the limit of indemnity stated in the policy schedule.

21. SPREADING OF FIRE (IF STATED IN THE SCHEDULE TO BE INCLUDED)

Spread of fire is covered under this section of the policy subject to a maximum indemnity of R1 000 000 (rand only) provided that:

- (a) this extension does not cover damage to plantation, forest or sugar cane;
- (b) the insured shall be liable for the first amount payable of 5% (Five percent) with a minimum of R5 000 (Five thousand rand) and a maximum of R50 000 (Fifty-five thousand rand) or the amount stated in the schedule of each and every claim in terms of this extension.

SPECIAL PROVISIO

It is a condition precedent to liability that the insured complies with all requirements for the prevention of spread of fire as contained in the Forrester Act, 1984 (Act 122 of 1984) (as amended), the Preservation of Agricultural Resources Act, 1983 (Act 43 of 1983) (as amended) and the National Veld and Forrester Fire Act, 1998 (as amended) or substituted and all regulations promulgated in terms thereof as well as all other relevant statutory requirements.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. Damage to any:
 - (a) Animals;
 - (b) Awnings and blinds made of textile or fabric more than ten (10) years old caused by wind, rainwater or hail;
 - (c) Building or other Insured Property which is vacated and undergoing demolition;
 - (d) Building or other Insured property which is in the course of construction, erection, alteration or addition;
 - (e) Docks, wharves and piers
 - (f) Money;
 - (g) Pathways, driveways and tennis court surfaces caused by wind, rainwater or hail;
 - (h) Property in the open unless it is part of Common Property designed to function in the open;
 - (i) Pool and spa covers caused by wind, rainwater or hail;
 - (j) Retaining walls caused by wind, rainwater or hail;
 - (k) Transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description, for the purpose of transmission and distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual. This exclusion applies to all equipment other than those on or within 150 metres from the insured structure.
 - (l) Swimming pools, spas or surrounds caused by movement of their foundations or structure;
2. Damage arising directly or indirectly out of or in any way connected with:
 - (a) Change in texture or finish;
 - (b) Creeping, heaving or vibration;
 - (c) Demolition ordered by any lawful authority due to failure to obtain necessary building, construction or development consents or permits;
 - (d) Erosion, mudslide or any other earth movement or collapse unless the Damage arises out of an earthquake or seismological disturbance, explosion or physical impact by Aircraft;
 - (e) Error or omission in design, plan or specification or failure of design;
 - (f) Faulty materials or faulty workmanship;
 - (g) hydrostatic pressure, changes in the water table, accidental breakage, chipping or lifting of swimming pools, spas and their surrounds including tiles and pavers;
 - (h) incorrect siting of any Building;
 - (i) inherent vice or latent defect;
 - (j) theft unless accompanied by violent and forcible entry into or exit from an insured Building or portion thereof;

- (k) lack of maintenance or any other failure to keep any Insured Property in good repair;
- (l) mechanical, hydraulic, electrical or electronic breakdown
- (m) mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature;
- (n) normal settling, seepage, shrinking or expansion in Buildings or foundations, walls, pavements, roads and other structural improvements;
- (o) removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair;
- (p) roots of trees or other plants;
- (q) spontaneous combustion, fermentation or heating or any process involving the direct application of heat except that this exclusion will be limited to the item or items immediately affected and will not extend to other Damaged Insured Property as a result of such combustion, fermentation or heating process;
- (r) smoke or smut from industrial operations;
- (s) the actions of birds, vermin, moths, termites or other pests

SPECIAL RISKS GEYSERS

DEFINED EVENTS

Loss or damage to the geyser and attachments as defined, directly or indirectly caused by or attributed to or arising from rupturing, rust, decay, gradual deterioration, wear and tear, cracking, splitting, inherent vice or latent defect.

DEFINITION OF A GEYSER

The geyser unit including cylinder, cover, thermostat, element, vacuum breaker(s), safety valve, pressure control valve, expansion relief valve, sacrificial anode, drain cock, drip trays and pans, wiring from the element to the isolator switch including the isolator switch and attached pipes and fittings within 1 meter of the geyser unit.

LIMIT OF LIABILITY

The liability of the Company under this section shall not exceed the amounts as stated in the Schedule and the Insured shall bear the first portion of each and every claim as stated under the First Amount Payable in the schedule.

SPECIFIC EXCEPTIONS

The Company shall not be liable for,

1. loss or damage directly or indirectly caused by or contributed to or arising from faulty or defective design,
2. consequential loss of any kind whatsoever,
3. loss or damage directly or indirectly caused by or contributed to or arising from the failure of and/or the deliberate withholding and/or lack of supplies of water, gas, electricity or fuel,
4. any item forming part of the geyser and attachments covered by any guarantee,
5. the call out cost to attend to
 - (i) ripple relays
 - (ii) faulty circuit breakers
 - (iii) tripped isolator switch
 - (iv) tripped earth leakage
 - (v) tripped geyser mains

PUBLIC LIABILITY (CLAIMS-MADE BASIS)

DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed injury), or accidental loss of or physical damage to tangible property (hereinafter termed damage) occurring during the period of insurance in, on or about the property insured and arising from the Insured's ownership thereof and elsewhere within the Territorial Limits where the Insured is working in the course of the business, 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.

THE LIMIT OF INDEMNITY

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 amount stated in the Schedule.

SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured in respect of

1. liability consequent upon injury or damage sustained by
 - (a) any member of the same household or family of the Insured
 - (b) any trustee or person employed by the Insured under a contract of service or apprenticeship and arising directly from and in the course of such trusteeship or employment by the Insured
 - (c) any other person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawnmowers), trailers or watercraft
2. damage to property
 - (a) (i) belonging to the Insured
(ii) in the custody or control of the Insured or any trustee or employee of the Insured
 - (b) 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. (a) liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence
(b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence

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
5. fines, penalties, punitive, exemplary or vindictive damages
6. (a) damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland
(b) 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 (a) above
7. liability consequent upon injury or damage

- (a) 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
- (b) caused by or through or in connection with
 - (i) the refuelling of aircraft
 - (ii) the ownership, possession, maintenance, operation or use of aircraft or an airline
- 8. the ownership, hire or leasing of any airport, airstrip or helicopter pad. Assault
- 9. Liability consequent upon injury or damage in connection with building(s) or any other insured property which is in the course of construction, erection, alteration or addition. Any claim arising from an event known to the Insured
 - (a) which is not reported to the Insurer in terms of General condition 6
 - (b) prior to inception of this Section or prior to inception of any extension under this section.

MEMORANDA

1. 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.

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

SPECIFIC CONDITIONS

1. 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 Insurer.
2. In the event of cancellation or non-renewal of the policy, the Insured may report an event in terms of General condition 6 to the Insurer within 30 days after the expiry of the period of insurance provided that such event occurred during the period of insurance.
3. Any series of claims made against the Insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one originating cause or source shall be treated as if they all had first been made against the Insured
 - (a) on the date that the event was reported by the Insured in terms of General condition 6 or
 - (b) if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.
4. When the facts do not speak for themselves and the Insurer and the Insured cannot mutually agree when the Injury or Damage occurred, then for the purposes of determining the indemnity granted:
 - (a) the injury shall be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury shall be deemed to have occurred when the Insured was first advised of the injury.
 - (b) the damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

TRUSTEES INDEMNITY

(CLAIMS-MADE BASIS)

The defined events are extended to include damages which the Body Corporate and or any Trustee(s) or House Owners Association (Directors) shall become legally liable to pay arising out of any wrongful act of a Trustee(s) provided that the Company's limit of liability including all costs and expenses shall not exceed the amount stated in the Schedule any one event and in all any one (annual) period of insurance.

For the purposes of this insurance a wrongful act shall be:

"any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully committed or attempted by a Trustee which arises solely by reason of his acting in his capacity as Trustee of the Body Corporate".

The Company will not indemnify the Insured in respect of:

- (a) any liability for the payment of VAT
- (b) any remuneration or other monies to which the Body Corporate or Trustee(s) is/are legally entitled
- (c) any indemnity claimed or claimable in terms of any other insurance
- (d) any Trustee(s) committing any wrongful act(s) knowing such action(s) to be illegal, fraudulent or of malicious intent, but this exception shall not apply to any innocent party affected by such act(s)
- (e) monies or gratuity given to any trustee(s) without authorisation by the body corporate where such authorisation is necessary pursuant to the management rules of the body corporate or prescribed law
- (f) a conflict of duty or interest of any trustee(s)
- (g) any intentional exercise of the power of the trustee(s) for the purpose other than the purpose for which such powers were conferred by the management rules of the body corporate
- (h) loss or liability arising out of a publication or utterance of libel and slander or other defamatory or disparaging material
- (i) any trustee(s) gaining or having gained any personal profit or advantage to which they were not legally entitled or for which they may be held accountable to the body corporate or any individual member thereof
- (j) the amount of any first amount payable stated in the Schedule

CROSS LIABILITY

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 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
 - (a) in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured.
 - (b) any trustee, partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured are entitled to indemnity under this insurance.

LEGAL DEFENCE COSTS

If the Insured so requests, the Company will indemnify any employee, partner, trustee or director of the Insured against costs and expenses not exceeding R50 000, any one event and R50 000 in any one (annual) period of insurance or the amount stated in the Schedule whichever is the greater, and incurred by or on behalf of such a person with the consent of the Company in the defence of any criminal action brought against such person in the course of his occupation with the Insured arising from an alleged contravention of the statutes as herein defined during the period of Insurance

provided that

- (i) 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 opinion, succeed
- (ii) The Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon
- (iii) Such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply

The Statutes:

The Occupational Health and Safety Act No. 85 of 1993 (as amended)

The Mines and Works Act No. 27 of 1956 (as amended)

The Electricity Act No. 41 of 1947 (as amended)

and/or any other Act or Ordinance pertaining to the supply of Electricity

all as read in conjunction with the Criminal Procedures Act No. 51 of 1997 (as amended)

WRONGFUL ARREST AND DEFAMATION

The defined events are extended to include damages

- (i) resulting from wrongful arrest (including assault in connection with such wrongful arrest)
- (ii) in respect of defamation

provided always that the limits of indemnity as stated shall not exceed R50 000 under each of (i) and (ii) and R100 000 in any one (annual) period of insurance

SECURITY FIRMS

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 the acts or omissions of the employees of the security firm in the course of their employment at these premises, 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 for this 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 above the amount payable under such other policy.

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.

CAR PARKS

Notwithstanding the provisions of specific exception 2(a)(ii), 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.

TOOLS OF TRADE

Specific exception 1(c) 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, notwithstanding that no such insurance is in force or has been effected, nor shall the Company be liable where any other form of insurance has been effected by the Insured covering the same liability.

EMPLOYEES' AND VISITORS' PROPERTY

Specific exception 2(a)(ii) shall not apply to property belonging to any partner, trustee, director or employee of the Insured or any visitor to the Insured's premises.

BUSINESS ALL RISKS

DEFINED EVENTS

Loss of or 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.

SPECIFIC EXCEPTIONS

The Company shall not be liable for

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

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 loss or damage to such property, of greater value than the sum insured thereon, the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.

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 commencement of the loss or damage, then the Insured shall be

considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

SPECIFIC EXTENSIONS

INCREASE IN COST OF WORKING EXTENSION

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

ACCIDENTAL DAMAGE

DEFINED EVENTS

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

The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum stated and notwithstanding general condition 2, this section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

SPECIFIC EXCEPTIONS

The Company shall not be liable for

- (a) 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
- (b) 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
- (c) 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
- (d) loss of or damage to insured property caused by
 - (i) any fraudulent scheme, trick, device or false pretence practiced 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
 - (ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus
 - (iii) breakdown, electrical, electronic and/or mechanical derangement
 - (iv) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon 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
 - (v) denting, chipping, scratching or cracking not affecting the operation of the item
 - (vi) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light
- (e) settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property
- (f)
 - (i) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container
 - (ii) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes
- (g) failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant
- (h) collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

DEFINITION

INSURED PROPERTY

Any tangible property belonging to the Insured or held in trust or on commission for which they are responsible other than

- (a) 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
- (b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art
- (c) property in transit by air, inland waterway or sea
- (d) railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers
- (e) 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
- (f) electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain
- (g) property in the course of construction, erection or dismantling including materials or supplies related thereto
- (h) property in the possession of customers under lease, rental, credit or suspensive sale agreements
- (i) glass, china, earthenware, marble and other fragile or brittle objects unless stated in the Schedule to be insured

CLAUSES AND EXTENSIONS

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 and excludes any expenses in connection with the production of any information contained therein or the value of such information to the Insured.

ADDITIONAL COSTS CLAUSE

In respect of property insured, the sum insured includes

- (a) any costs incurred, due to the necessity to comply with the building or other regulations of any public authority, in repair or reinstatement following an insured event, provided that such costs do not include
 - (i) anything for which notice had been served on the Insured prior to the insured event
 - (ii) anything connected with undamaged property or undamaged portions of property
 - (iii) rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property
- (b) fees for the examination of municipal or other plans
- (c) costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding
- (d) the professional fees of architects, quantity surveyors and other consultants

- (e) charges levied by any authorised fire brigade for their services but the Company shall not be liable under (a), (b) or (d) unless the lost or damaged property is replaced or reinstated without undue delay nor under (d) for any expenses in connection with the preparation of the Insured's claim.

Further, the Company shall not be liable under (c) for any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this policy/section.

MORTGAGEES CLAUSE

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 his knowledge and agrees to be responsible for any additional premium resulting from the Company assuming any increased hazard.

RAILWAY AND OTHER SUBROGATION CLAUSE

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

TENANTS CLAUSE

The Insured shall not be prejudiced by the act of any tenant in premises he owns or in which he is a co-tenant or of the owner of any premises of which he is a tenant, provided that the Company is notified as soon as he becomes aware of such act and he pays any additional premium resulting from the Company assuming any additional hazard.

REINSTATEMENT

The basis upon which the amount payable is to be calculated following an insured event to buildings, plant and machinery shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than such insured property when new, provided that

- (a) the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to 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 memorandum had not been incorporated in this section shall be made
- (b) the Company shall not be liable for any payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section, until expenditure has been incurred by the Insured in replacing or reinstating the lost or damaged insured property
- (c) 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 lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the Insured shall be considered his own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this memorandum applies shall be separately subject to this provision
- (d) this memorandum shall not apply if

- (i) the Insured fails to intimate to the Company within six months of the insured event or such further time as the Company may allow in writing their intention to replace or reinstate the lost or damaged insured property
- (ii) the Insured is unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

FIRST LOSS AVERAGE

If, at the time of any loss or damage arising, the total value of the property described by each item does not exceed the sums stated in the Schedule then this insurance shall be declared free of average, but if the total value of such property shall be greater than the aforementioned sums, 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.

OFFICE CONTENTS

DEFINED EVENTS

1. Loss of or damage to the contents (other than documents as defined in Sub-section C if insured thereunder) including electronic data processing equipment and landlord's fixtures and fittings the property of the Insured or for which they are responsible and, unless otherwise stated in the Schedule, to the extent that the same is not otherwise insured, property owned by any trustee, partner or director or employee of the Insured up to an amount of R2 500 per person while contained in the offices and/or consulting rooms situate as stated in the Schedule (hereinafter called the office premises) by any of the perils specified in Sub-section A.
2. Loss of or damage to the whole or part of the property insured under item C and defined in Sub-section C and the consequences thereof insured under item D and as described in Sub-section D.
3. Loss and/or expenditure described in Sub-sections B and E.

SUB-SECTION A - CONTENTS

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow excluding loss of or damage to property arising from it undergoing any process necessarily involving the use or application of water.
3. Earthquake but excluding loss of or damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped therefrom.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.
6. Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.
7. Theft accompanied by forcible and violent entry into or exit from the office or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence.

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 CONDITION

Average (not applicable to peril 6 above)

If the property insured is, at the commencement of any loss or damage to such property by any peril insured against, 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 of the loss or damage accordingly. Each item of the schedule covering such property shall be separately subject to this condition.

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 uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this Sub-section shall not exceed 30 percent of the sum insured or value (whichever is the lower) of all contents of the office premises affected.

For the purpose of this Sub-section, the term "office premises" shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

SUB-SECTION C - DOCUMENTS

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded.

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 excluding money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds, cheques, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and 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.

LIMITATIONS CLAUSE

The Company's liability under this Sub-section is limited to all costs, charges and expenses incurred by the Insured in replacing or restoring such documents up to an amount of R5 000.

SPECIFIC EXCEPTION (APPLICABLE TO SUB-SECTION A)

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

- (a) designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of Sub-section A), stock in trade, samples, motor vehicles and accessories therefore, money, securities, stamps, jewellery or precious stones
- (b) the first 10 percent of the indemnifiable amount or R1 000 whichever is the greater if the loss or damage is due to power surges or lightning strikes
- (c) theft or attempted theft by any trustee, principal, partner, director or employee of the Insured.

SPECIFIC EXCEPTION (APPLICABLE TO SUB-SECTION C)

This Sub-section does not cover

- (a) loss or damage caused by
 - (i) electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10 percent of such amount or R1 000
 - (ii) vermin or inherent defect or by processing, copying or other work upon the documents
 - (iii) the dishonesty of any trustee, principal, partner or director of the Insured whether acting alone or in collusion with the others.
- (b) gradual deterioration or wear and tear
- (c) costs involved in re-shooting films and videos and re-recording audio tapes.

SUB-SECTION D - LEGAL LIABILITY DOCUMENTS

Legal liability 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 made 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. The Company's limit of liability shall not exceed R1 000 000.

SPECIFIC EXCEPTION (APPLICABLE TO SUB-SECTION D)

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.

In respect of Sub-section D only, General Exception 1 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 purposes of maintaining the normal operation of the business in consequence of loss or damage in respect of which payment, reinstatement or repair has been made or liability therefore admitted by the Company under Sub-sections A or C.

The indemnity under this Sub-section shall not exceed 30 percent of the sum insured on all contents of the office premises affected.

CLAUSES AND EXTENSIONS

ALTERATIONS AND MIS-DESCRIPTION CLAUSE

The insurance under this section shall not be prejudiced by any alteration or mis-description 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 agrees to pay additional premium if required.

CAPITAL ADDITIONS CLAUSE

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding 15 percent 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.

FIRE EXTINGUISHING CHARGES CLAUSE

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

LOCKS AND KEYS CLAUSE

In addition to the limit of indemnity stated in the Schedule, the Company will indemnify the Insured in respect of the cost of replacing locks and keys to any insured office premises following upon the disappearance of any key to such premises or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that

- (i) the Company's liability shall not exceed R1 000 in respect of any one event
- (ii) the Company shall not be liable for the first R100 of each and every event.

NEW AND ADDITIONAL PREMISES CLAUSE

- (i) If the Insured occupies offices or consulting rooms other than those situated as stated in the Schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, 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
- (ii) 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
- (iii) this clause shall not apply to any loss if and so far as the same is otherwise insured.

REMOVAL OF DEBRIS CLAUSE

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 loss of or damage to the insured property by any peril hereby insured against, provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the Schedule to be insured on the property affected.

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/section.

TEMPORARY REMOVAL CLAUSE

Except in respect of the personal property of any partner, director trustee or employee of the Insured, loss of or damage to the insured property by any peril hereby insured against while such property is temporarily contained in any building in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi shall be deemed to be loss or damage happening while such property is contained in the office premises.

TEMPORARY REPAIRS AND MEASURES AFTER LOSS CLAUSE

The insurance under this section is extended to include all reasonable costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the Schedule to be insured on the property affected.

TENANTS CLAUSE

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 hazard shall be assumed by the Company.

REPLACEMENT VALUE CONDITION

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 loss or damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

MALICIOUS DAMAGE EXTENSION

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, Sub-sections A, B and C are extended to cover damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage, other than damage to

1. moveable property which is
 - (a) stolen
 - (b) 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 whilst 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
 - (a) the removal or partial removal or any attempt thereof
 - (b) the demolition or partial demolition or any attempt thereof
4. the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover
 - (a) damage related to or caused by fire or explosion
 - (b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
 - (c) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - (d) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - (e) damage related to or caused by any occurrence referred to in General Exception 1 (A) (i), (ii), (iii), (iv), (v), (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

If any building insured or containing the insured property becomes unoccupied for thirty 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 un-occupancy of thirty consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable.

MONEY

DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi except if 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, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, the property of the Insured or for which they are responsible.

Receptacle shall mean any safe, strongroom, 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 trustee, principal, partner, director or employee of the Insured.

EXTENSIONS

RECEPTACLES AND CLOTHING

In addition to any payment in respect of a defined event, the Company will indemnify the Insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money, provided that the Company's liability under this extension shall not exceed R2 000.

LOCK AND KEYS

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

provided that

- (i) the Company's liability shall not exceed R2 000 in respect of any one event.
- (ii) the Company shall not be liable for the first R200 of each and every event.

SKELETON KEYS

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

PERSONAL ACCIDENT (ASSAULT) EXTENSION

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

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

1.	Death	The capital sum
2.	Permanent Disability as follows	The percentage of the capital sum specified
		Percentage of compensation
a.	loss by physical separation at or above the wrist or ankle of one or more limbs	100
b.	permanent and total loss of	
	whole eye	100
	sight of eye	100
	sight of eye except perception of light	75
c.	permanent and total loss of hearing	
	both ears	100
	one ear	25
d.	permanent and total loss of speech	100
e.	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
f.	loss of four fingers	70
g.	loss of thumb	
	both phalanxes	25
	one phalanx	10
h.	loss of index finger	
	three phalanxes	10
	two phalanxes	8
	one phalanx	4
i.	loss of middle finger	
	three phalanxes	6
	two phalanxes	4
	one phalanx	2
j.	loss of ring finger	
	three phalanxes	5
	two phalanxes	4
	one phalanx	2

k.	loss of little finger	
	three phalanxes	4
	two phalanxes	3
	one phalanx	2
l.	loss of metacarpals	
	first or second (additional)	3
	third, fourth or fifth (additional)	2
m.	loss of toes	
	all on one foot	30
	great, both phalanxes	5
	great, one phalanx	2
	other than great, if more than one toe lost, each	2
3.	In the case of total and absolute incapacity from following usual business or occupation the weekly sum specified in the Schedule shall be payable.	
4.	The reasonable expenses incurred, up to the sum specified in the Schedule, shall be payable in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs and expenses incurred in emergency transportation or freeing such person if trapped or bring such person to a place of safety) incurred within 24 months of the defined event.	

MEMORANDA (APPLICABLE TO PERMANENT DISABLEMENT BENEFITS)

- a. Where the injury is not specified the Company will pay such sums as in its opinion is consistent with the above provisions
- b. Permanent total loss of use of part of the body shall be considered as loss of such part
- c. 100 percent shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any such person.

Provided that

- (i) the 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;
- (ii) 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;
- (iii) compensation payable under item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4;
- (iv) this extension shall not apply to any such person under 15 or over 70 years of age; after suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
- (v) General Exception 2 and general conditions 2 and 9 do not apply to this extension;
- (vi) 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 injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereat
2. In the event of disappearance of any such person in circumstances which satisfy the Company that he has sustained injury to which the personal accident (assault) extension applies and that such injury has resulted in the death of such person, the Company will, for the purpose of the insurance afforded by this extension, presume his death provided that if, after the Company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Company.

SPECIFIC EXCEPTIONS

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

- (1) arising from dishonesty of any trustee, principal, partner, director or person or persons 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 strongroom unless the keys;
 - (a) are obtained by violence or threats of violence to any person
 - (b) are used by the keyholder or some other person with the collusion of the keyholder and the Insured can prove to the satisfaction of the Company that the keyholder to the safe or strong room or such other person had used the keys to open the safe or strongroom;
- (4) in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strongroom is unattended but this exception will not apply if it can be shown to the satisfaction of the Company that the keyholder to the safe or strongroom deliberately left it unlocked with the intention of allowing the money to be stolen;
- (5) not contained in a locked safe or strongroom whilst 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 person(s) responsible for the money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen;
- (6) in any vehicle being used by the Insured unless a trustee, 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 an amount of R1 500 and such losses shall not be reduced by any first amount payable.

MEMORANDA

1. Loss of or damage to money as insured under this section arising from dishonesty of any trustee, principal, partner, director or person in the employ of the Insured (such person), as defined under this section, shall be subject to the following compulsory First Amount Payable Clause
The amount payable hereunder in respect of an event involving any such person or any number of such persons acting in collusion, shall be reduced by
 - (a) 2 percent of the applicable limit under defined events plus

- (b) a further amount of 10 percent of the nett amount payable after deduction of the 2 percent specified in (a) above.
2. The Company shall not be liable under this section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

SPECIAL CONDITIONS APPLICABLE TO MONEY LIMITS

- (1) Money not contained in a locked safe or strongroom
- (a) insured premises outside the hours during which the commercial operations of the Insured are conducted
 - (b) while in the residence of the Insured or any partner, director or employee of the Insured
 - (c) while in the custody of any collector
 - (d) while in the custody of a partner, director or employee of the Insured while away from the insured premises on a business trip anywhere in the world
- The Insurer's liability shall not exceed R1 500.
- (2) Money contained in a locked safe or strongroom situated in a building at the insured premises outside the hours during which the commercial operations of the Insured are conducted is limited according to the following grading of safe or strongroom
- | | |
|-----------------------------|---------|
| (a) No SABS Grading | R2 500 |
| (b) SABS Category 1 Grading | R10 000 |
- provided that the Insurer's liability shall not exceed the amount stated in the Schedule.

GLASS

DEFINED EVENTS

Loss of or damage to internal and external glass (including 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 loss of or damage to glass 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 loss or 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

- (i) for the replacement of glass, signwriting and treatment - the sum insured as stated in the Schedule applicable to the premises at which loss or damage occurs;
- (ii) for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause - in the aggregate the sum of R2 000.

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 mm in thickness, whether coated with a film or not, or 6,5 mm laminated safety glass.

SPECIFIC EXCEPTIONS

The Company shall not be liable for

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

EXTENSIONS

SPECIAL REPLACEMENT

If, following loss or 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, then 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 loss or damage, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

FIDELITY

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 or Trustee/Director of a Homeowners' Association during the currency of this section.
2. Direct financial loss sustained by the Insured as a result of fraud or dishonesty of an insured employee or Trustee/Director of a Homeowners' Association all of which occurs during the currency of this section which results in dishonest personal financial gain for the employee or Trustee/Director of a Homeowners' Association concerned

provided that

- (i) (a) the Company is not liable for all losses which occurred more than 24 months prior to discovery;
- (b) all losses are discovered not later than twelve months after:
 - (i) termination of this section, or
 - (ii) termination of this section in respect of any insured employee or Trustee/Director of a Homeowners' Association concerned in a loss, or
 - (iii) termination of the employment of the insured employee or trustee or the last of the insured employees or trustees concerned in a loss whichever occurs first;
 - (iv) removal of or resignation of any Trustee/Director of a Homeowners' Association
- (ii) the liability of the Company for all losses shall not exceed the sum insured stated in the Schedule whether involving any one employee or Trustee/Director of a Homeowners' Association or any number of employees or Trustees/Directors of a Homeowners' Association acting in collusion or independently of each other;
- (iii) 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 twelve-month period of insurance calculated from inception or renewal;
- (iv) the terms "dishonest personal financial gain" shall not include gain by an employee or trustee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.

DEFINITION

Employee is extended to include any person while hired or seconded from any other party into the service of the Insured; who the Insured has the right at all times to govern, control and direct in the performance of his work in the course of the business of the Insured and who, if this section is on a named and/or position basis, is described in the Schedule by name and/or by the position held by him in the business.

SPECIFIC EXCEPTIONS

1. The Company shall not be liable for
 - (a) loss resulting from or contributed to by any defined event by
 - (i) any partner of the Insured to the extent that such partner would benefit by indemnity granted under this policy;
 - (ii) any principal, director or member of the Insured unless such director or member is also an employee or Trustee/Director of a Homeowners' Association;
 - (iii) any employee or Trustee/Director of a Homeowners' Association from the time the Insured shall become aware that such employee or Trustee/Director of a Homeowners' Association has committed any fraud or dishonesty;
 - (b) any consequential losses of any kind following losses referred to under defined events.

- (c) any loss arising directly or indirectly from or having any connection with the conduct of any employee or Trustee/Director of a Homeowners' Association if the Insured has/had any prior knowledge of any prior act of fraud or dishonesty by that employee or Trustee/Director of a Homeowners' Association
- 2. This section does not cover any Company or other legal entity acquired during the period of insurance.
- 3. The Company shall only be liable to the extent of the participation/shareholding of any uninvolved partners / principals / directors or members for an insured event in which any partner / principal / director or member of the Insured is or has been directly involved.

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

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 by the Insured but the Insured may:
 - (a) change the remuneration and conditions of service of any employee or trustee;
 - (b) in respect of any employee who is described in the Schedule by name, change his duties and position;
 - (c) in respect of any employee or trustee who is described in the Schedule only by the position held by him, remove such employee or trustee and place in his position any other person who falls within the definition of employee or trustee;
 - (d) 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 reimbursed to the Company and the Insured to the extent of his coinsurance in terms of item (b) of the compulsory first amount payable clause.

CLAUSES AND EXTENSIONS

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.

EXTENDED COVER FOR PAST EMPLOYEE'S EXTENSION

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

OTHER INSURANCES

It is a condition of this section that other than

- (a) a money policy;
- (b) that declared to the Company at inception or renewal or time a claim is submitted;
- (c) a fidelity pension fund policy which is not in excess of this section;
- (d) this policy

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

MEMORANDA

1. In the event of the discovery of any loss resulting from a defined event, the Insured may, notwithstanding anything to the contrary contained in 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.
2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this section.
3. General Exceptions 1 and 2 and General Condition 9 do not apply to this section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.

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.

THE LIMIT OF INDEMNITY

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the 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

- (i) any business carried on by the Insured at or from premises outside or
- (ii) any contract for the performance of work outside
- (iii) the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi

SPECIFIC EXCEPTIONS

This section does not cover

- (a) 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
- (b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event
- (c) fines, penalties, punitive, exemplary or vindictive damages
- (d)
 - (i) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland
 - (ii) 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
- (e) any claim arising from an event known to the Insured
 - (i) which is not reported to the Company in terms of General Condition 6
 - (ii) prior to inception of this section
- (f) any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the Insured within the 48 month period (or extended period in respect of minors) as specified in Specific Condition 2.
- (g) any liability under any workmen's compensation enactment/compensation of occupational injuries and diseases, unemployment compensation or disability benefits law.

SPECIFIC CONDITIONS

1. 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.

2. In the event of cancellation or non-renewal of the policy
 - (a) any claim resulting from a reported event, first made in writing against the Insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant
 - (b) the Insured may report an event in terms of General Condition 6 to the Company for up to 15 days after cancellation or non-renewal, provided that
 - (i) such event occurred during the period of insurance
 - (ii) any subsequent claim first made in writing against the Insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 month period specified in 2 (a) above
3. 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
 - (a) on the date that the event was reported by the Insured in terms of General Condition 6 or
 - (b) if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.

EXTENSIONS

EXTENDED REPORTING OPTION

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

- (a) this option may only be exercised in the event of the Company cancelling or refusing to renew this section
- (b) this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal
- (c) once exercised, the option cannot be cancelled by either the Insured or the Company
- (d) the Insured has not obtained insurance equal in scope and cover to this section as expiring
- (e) the Company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal
- (f) claims first made against the Insured or any reported events by the Insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal
- (g) 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
- (h) any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 48 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 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

MEMORANDUM

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

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

MACHINERY BREAKDOWN SECTION

DEFINED EVENTS

Sudden and unforeseen physical damage to the machinery of swimming pools, saunas, spa baths, jacuzzi's, automatic gates, garage doors, escalators and lifts, borehole pumps, air-conditioning plant, hoists, transformers and electrical switchgear, all used for domestic purposes only, installed at the premises,

- (a) from any cause not specifically excluded whilst it is at work or at rest;
- (b) whilst being dismantled for the purpose of cleaning, inspection, repair, overhaul or removal to another position within the premises or in the course of these operations and subsequent re-erection.

Provided that:

- (1) the Company will not be responsible for the cost of any alterations or overhauls carried out on the occasion of a repair or reinstatement
- (2) in the case of a claim where loss or damage is confined to part of a machine or structure, the Company shall be liable only for the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible
- (3) in the event of total loss, which shall mean when the insured machinery is not repairable, the amount payable hereunder shall be the cost of reinstatement in accordance with the Reinstatement Value Conditions incorporated in the Buildings section of this policy.

SPECIFIC EXCEPTIONS

The Company shall not be liable for

1. damage to the insured machinery by any cause otherwise insured in terms of the Buildings section of this policy or subsequent dismantling or re-erection
2. repair or replacement necessitated by wear and tear or gradual deterioration, corrosion, erosion, deposit of scale, sludge or other sediment or any other direct consequence of progressive or continuous influence from working or atmospheric or chemical action, rust or scratching of painted or polished surfaces,
3. damage resulting from experiments, overloads or tests
4. damage occurring during the currency of a manufacturer's guarantee unless a claim is first made against the guarantor
5. the first amount payable stated in the Schedule

SPECIFIC CONDITION

The Insured shall take reasonable precautions to ensure that the machinery is maintained in good working order and neither habitually nor intentionally overloaded and that Government and other regulations relating to the operation of the machinery are observed.

ELECTRONIC EQUIPMENT SECTION

SUB-SECTION A: MATERIAL DAMAGE DEFINED EVENTS

Physical loss of or damage to the property insured described in the Schedule from any cause not hereinafter excluded whilst

- (a) At work or at rest anywhere within the insured premises described in the Schedule
- (b) In transit including loading and unloading or whilst temporarily stored at any premises en route
- (c) Temporarily removed from the insured premises described in the Schedule to any other building

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 event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured
2. derangement unless accompanied by physical damage otherwise covered by this section
3. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the Insured covering the insured equipment
4. faults or defects known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the 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 painted or polished surfaces of a cosmetic nature
6. parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this Sub-section to other parts of the property insured, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts
7. the cost of reproducing data and/or programmes whether recorded on cards, tapes, discs or otherwise unless specifically provided for in Sub-section B hereof
8. loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein
9.
 - (a) loss by theft or by disappearance of the property insured unless accompanied by forcible and violent entry into or exit (or any attempt thereat) from the Insured premises described in the Schedule or as a result of theft or any attempt thereat, following violence or threat of violence
 - (b) loss of the property insured by theft 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

The Company shall not indemnify the Insured for the theft of the property insured from any motor vehicle where the property insured has been

- (a) left in the motor vehicle overnight unless the vehicle is housed in a securely locked building and entry to such vehicle or building is accompanied by forcible and violent entry or exit
- (b) contained in a compartment of the motor vehicle and is visible to passers-by

provided that (a) and (b) above shall not apply to theft of the property insured where the transport vehicle

- (i) has been hijacked or

- (ii) has been involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver, the property insured is of necessity left unprotected

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:

- (a) the value of damaged parts which can be used will be deducted
- (b) the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-section
- (c) if, without the consent of the Company, temporary repairs are carried out by the Insured in the interests of safety or to minimise further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured
- (d) where the damage is restricted to part or parts of an insured item, the Company shall not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured

(2) Total Loss

- (A) In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating on the same site new property of equal performance and/or capacity or, if such be impossible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged provided always that
 - (i) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made
 - (ii) until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the 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
 - (iii) These conditions shall be without force or effect if
 - (a) the Insured fails 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) its intention to replace or reinstate the property insured
 - (b) the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site
 - (iv) 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 section
 - (v)

DEFINITION OF NEW PROPERTY INSURED

New property shall mean property purchased no more than three (3) years (or such extended period as may be approved by the Company in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

- (B) In respect of property insured not provided for in (A) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the Company, the property insured shall be regarded as totally destroyed if the repair costs as defined in (1) above equal or exceed its market value immediately before the damage.

DEFINITION OF MARKET VALUE

The current day purchase price of second hand / used property of equal performance and/or capacity to the property lost or damaged and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing

- (i) 20 percent for the first year after the date of purchase and
- (ii) 10 percent per year for each succeeding year

Subject always to a minimum indemnity of 40 percent of the current new replacement value of the nearest equivalent property.

AVERAGE

In respect of (1) and (2) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

LIMIT OF LIABILITY

The amount of liability shall not exceed, in respect of any of the items specified in the Schedule, the sums insured set opposite thereto respectively and, in addition thereto, the following:

- (a) Architects' and other professional fees

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed 15 percent of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

- (b) 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 indemnifiable loss of or damage to such property, provided that the total amount recoverable does not exceed 15 percent of the total amount of the claim.

(c) 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 50 percent of the amount which the repair or replacement would have cost had these additional costs not been incurred.

CLAUSES AND EXTENSIONS

POWER SURGE OR LIGHTNING STRIKES

All loss or damage to the property insured by power surges or lightning strikes will be subject to an additional first amount payable of 10 percent of the net amount payable for the items so damaged subject to a minimum of R1 000, but not exceeding R2 000 per occurrence. However, should the property insured be appropriately and adequately protected by suitable safeguards against electrical supply fluctuations, then this additional first amount payable will be waived.

FIRE BRIGADE CHARGES

If any public authority empowered to do so shall charge the Insured with any costs arising from their activities in dealing with the consequences of an insured peril having operated, such costs will be deemed to be damage to the property insured and will be payable in addition to any other payment for which the Company may be liable in terms of this insurance.

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.

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 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 loss or damage indemnifiable by this Sub-section of the section.

SUB-SECTION B: CONSEQUENTIAL LOSS

DEFINED EVENTS

The insurance provided by this Sub-section (if stated in the Schedule) shall be subject to the limits of indemnity stated in the Schedule and shall include

(i) Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the accident.

The indemnity by this item shall not apply directly or indirectly to

- (a) the cover provided for in item (ii) of this Sub-section
- (b) the intrinsic value (including reinstatement value) of the property insured by Sub-section A of this section

(ii) Reinstatement of data/programmes

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

Provided that

- (a) 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 programmes
- (b) in respect of each and every event or series of events arising out of or in connection with any one original cause or source indemnifiable by this item, the Insured shall bear the amount stated in the Schedule as the first amount payable
- (c) where the Insured elects to insure programmes (software), a schedule of such programmes shall be lodged with the Company at the commencement of each period of insurance

DEFINITIONS

INDEMNITY PERIOD

The period during which the results of the business shall be affected in consequence of the accident beginning with the number of hours/days detailed in the Schedule as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in the Schedule as the indemnity period after such occurrence.

The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

ACCIDENT

1. (Applicable to increased cost of working only) physical loss of or damage to the property insured described in the Schedule from any cause as provided for under Sub-section A of this section, 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
 - (a) the deliberate act of the Insured or any supply authority
 - (b) drought or shortage of fuel at any electricity utility

SPECIAL CONDITIONS APPLICABLE TO FAILURE OF THE PUBLIC SUPPLY OF ELECTRICITY

- (a) The liability of the Company shall not exceed the sum insured by this Sub-section
- (b) The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure

THE 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 accident or series of accidents arising out of or in connection with any one event.

In the event of the 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.

The Insured shall pay to the Company the additional premium required by the Company calculated pro rata from the day of the accident to the end of the period of insurance.

SPECIFIC EXCEPTIONS TO SUB-SECTION B

Unless specifically provided for

1. Fines and penalties

The Company shall not be liable to indemnify the Insured in respect of fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature

2. Loss of profit

The 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 AND EXTENSIONS

REINSTATEMENT

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

- (a) the Insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time, or
- (b) addition, alteration or improvements being effected 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 (a) and (b)

TELKOM ACCESS LINES (IF STATED IN THE SCHEDULE TO BE INCLUDED)

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 Telkom access lines is included, provided always that the insurance under this extension shall be subject to the special conditions below.

SPECIAL CONDITIONS APPLICABLE TO TELKOM ACCESS LINES

- (a) the liability of the Company shall not exceed the sum insured by this Sub-section
- (b) the indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure
- (c) the insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines

GENERAL MEMORANDA

MEMO 1 - CAPITAL ADDITIONS AND CURRENCY FLUCTUATIONS

The indemnity by this section shall include

- (a) additional equipment or programmes purchased by the Insured of a similar nature to that specified in the Schedule, provided that, in respect of loss or damage due to electrical, mechanical or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the Insured's premises
- (b) provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured

provided that the increase shall not exceed, by more than 25 percent, 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 after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50 percent of the difference

MEMO 2 - 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 as described in the Schedule 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

- (i) the Insured is not entitled to indemnity as provided for in this extension under any other policy or section of this policy
- (ii) this section shall not be brought into contribution with any other policy or section of this policy bearing a like extension

SPECIAL EXCEPTION (SUB-SECTIONS A&B)

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.

GENERAL EXTENSION

INCOMPATIBILITY COVER (IF STATED IN THE SCHEDULE TO BE INCLUDED)

Notwithstanding anything contained to the contrary contained in the policy, the indemnity by Sub-sections A&B of this section shall indemnify the Insured for costs incurred in respect of

- (a) modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system

- (b) replacement or upgrading of legal programmes to achieve compatibility with the modified or altered electronic system
- (c) the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programmes;

provided always that

- (1) the costs provided for in (a), (b) and (c) above shall be necessarily and reasonably incurred to maintain normal working conditions
- (2) such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-sections A or B (item ii) of this section
- (3) the cover afforded hereunder shall be restricted to
 - (i) parts or components of the electronic system which are not indemnifiable under Sub-section A hereof
 - (ii) programmes or data reinstated not indemnifiable under item (ii) of Sub-section B hereof;
 - (iii) the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20 percent of the applicable total sum insured under Sub-section A (The limit of indemnity) and Sub-section B (item (ii)) or R25 000, whichever is the lesser.

MOTOR SECTION

SUB-SECTION A - LOSS OR DAMAGE

DEFINED EVENTS

Loss of or damage to any vehicle described in the Schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the Company will pay the reasonable cost of protection and removal to the nearest repairers and the Insured may give instructions for repairs to be executed without the previous consent of the Company to the extent of but not exceeding R2 000, provided that a detailed estimate is first obtained and immediately forwarded to the Company. The Company will also pay the reasonable cost of delivery to the Insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the Insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe or Malawi provided that

1. 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 loss or damage, but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage
2. the Company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage
3. if, to the knowledge of the Company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage
4. in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this Sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company forthwith
5. the Company shall not be liable for more than the amount stated in the Schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.

EXCEPTIONS TO SUB-SECTION A

The Company shall not be liable to pay for

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
- (b) damage to tyres by application of brakes or by road punctures, cuts or bursts
- (c) damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities
- (d) any loss or damage associated with an insured vehicle, operating on a public road, and not having a valid roadworthy certificate and/or not being in a roadworthy condition and/or not being legally permitted to operate on a public road, at the time of such loss.

SUB-SECTION B LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of

- (i) death of or bodily injury to any person, but excluding death of or bodily injury to the Insured or any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured
- (ii) 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,

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-section, or for defending in any 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, 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 in the Schedule to apply to Sub-section B or R2 500 000 whichever is the lesser.
2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission provided that
 - (a) such person shall, as though 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
 - (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
 - (c) indemnity shall not apply in respect of claims made by any member of the same household as such person
 - (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable there under
3. indemnify the Insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided the Company shall not be liable for damage to the vehicle being driven or used
4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

EXCEPTIONS TO SUB-SECTION B

The Company shall not be liable under this Sub-section in respect of

- (a) so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been affected
- (b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a

permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500kg)

- (c) liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks
- (d) any loss or damage associated with an insured vehicle, operating on a public road, and not having a valid roadworthy certificate and/or not being in a roadworthy condition and/or not being legally permitted to operate on a public road, at the time of such loss
- (e) liability in respect of injury, damage or loss or use of property directly or indirectly caused by any seepage, spillage, pollution or contamination by or of any materials or substances whatsoever as well as the cost of removing, nullifying or cleaning up any seeping, spilled, polluting or contaminating materials or substances whatsoever.

LIMITS OF INDEMNITY

The liability of the Company under this Sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule or R2 500 000 whichever is the lesser.

SUB-SECTION C MEDICAL EXPENSES

DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to R1 000 per injured occupant but not exceeding R20 000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

The term medical expenses include any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured under Sub-section A of this section	Specified part of vehicle in which the injury must occur
1. Any private type motor car or motorised caravan	Anywhere inside the vehicle
2. Any other type of insured vehicle other than a bus or a taxi	The permanently enclosed passenger carrying compartment

DEFINITIONS

1. 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.

2. VEHICLE

The term vehicle shall mean

- (a) private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat more than 9 persons including the driver)

- (b) commercial vehicles and special type vehicles as described in the Schedule
- (c) motor cycles (including motor scooters and 3-wheeled vehicles)
- (d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver)
- (e) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto

Any such vehicle being owned by or hired or leased to the Insured, including any such vehicle temporarily operated by the Insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the Company's maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule.

EXTENSIONS

1. CONTINGENT LIABILITY EXTENSION (IF STATED IN THE SCHEDULE TO BE INCLUDED)

The indemnity under Sub-section B includes claims made against

- (a) The Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director, trustee or employee of the Insured (hereinafter in this extension referred to as such person)
- (b) any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the Insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer

provided that:

- (i) all the words in (b) of the exceptions to Sub-section B are deleted
- (ii) the 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 (a) and (b) above
- (iii) 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
- (iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the Insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy
- (v) the terms exceptions and conditions of the policy shall otherwise apply
- (vi) the limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule or R1 000 000 whichever is the lesser

2. PASSENGER LIABILITY EXTENSION (IF STATED IN THE SCHEDULE TO BE INCLUDED)

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

3. UNAUTHORISED PASSENGER LIABILITY EXTENSION (IF STATED IN THE SCHEDULE TO BE INCLUDED)

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 limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

4. PARKING FACILITIES AND MOVEMENT OF THIRD PARTY VEHICLES EXTENSION (IF STATED IN THE SCHEDULE TO BE INCLUDED)

This section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employment of the Insured or acting on the Insured's behalf, provided always that such vehicle was being moved

- (a) With the authority of any tenant, customer or visitor of the Insured or
- (b) In connection with the Insured's parking arrangements or
- (c) To facilitate the carrying out of the Insured's business

and provided further that this extension shall not apply in respect of damage to vehicles which are parked for reward.

For the purpose of this extension, such vehicle (and its contents) shall not be deemed to be held in trust by, or in the custody or control of, the Insured. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

5. WINDSCREEN EXTENSION (IF STATED IN THE SCHEDULE TO BE INCLUDED)

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle

provided that

- (a) no other damage has been caused to the vehicle giving rise to a claim under the policy
- (b) the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

6. WAIVER OF SUBROGATION RIGHTS

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

7. 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 the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business, provided that the liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

8. CROSS LIABILITIES

Where more than one insured is named on 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.

9. 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:

- (i) Civil commotion, labour disturbances, riot, strike or lockout;
- (ii) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

Provided that this extension does not cover:

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

If the Company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

10. LOSS OF KEYS EXTENSION (IF STATED IN THE SCHEDULE TO BE INCLUDED)

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 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 a duplicate of such key or alarm controller,

provided that

- (i) the Company's liability shall not exceed, in respect of any one event, the amount stated in the Schedule
- (ii) such amount shall be reduced by the first amount payable stated in the Schedule

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to this extension.

11. FIRE EXTINGUISHING CHARGES EXTENSION

Any costs (not exceeding R5 000) 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 the Insured is legally liable for such costs and the insured property was in danger from the fire.

12. WRECKAGE REMOVAL EXTENSION (IF STATED IN THE SCHEDULE TO BE INCLUDED)

The cover provided under Sub-section A of this section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under Sub-section

A of this section, the limit of the Company's liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the Schedule to apply to this extension.

MEMORANDA

1. 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 a declaration of the total number and value of vehicles owned, hired or leased at such expiry date. The Company shall, upon receipt of this declaration, make a premium adjustment of 50 percent of the annual rate per vehicle applied to the difference in the number or value of vehicles at inception or renewal and the number or value declared. If the premium adjustment is able to be calculated on a number as well as a value of vehicles basis then the premium adjustment due by or to the Insured as the case may be will be deemed to be based on whichever of the two calculation methods yields the greater amount.

2. 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.

3. DESCRIPTION OF USE CLAUSE

Use for social domestic and pleasure purposes and use for the business or occupation of the Insured excluding hiring, carriage of passengers for hire or carriage of fare paying passengers, racing speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade.

The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

OPTIONAL LIMITATIONS

THIRD PARTY ONLY LIMITATION (IF STATED IN THE SCHEDULE TO BE APPLICABLE)

Sub-sections A and C are cancelled.

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 solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, Sub-section C and the No-Claim Rebate provisions are cancelled.

SPECIFIC EXCEPTIONS

1. The Company shall not be liable for any accident, injury, loss, damage or liability
 - (a) Whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause
 - (b) Incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi, but the insurers will indemnify the Insured against loss of or damage to any vehicle while in

transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit

- (c) Incurred while any vehicle is being driven by
 - (i) The Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle
 - (ii) Any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such vehicle, provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific exception (b), or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners
- 2. 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.

SPECIFIC CONDITIONS

1. DRIVERS LICENCE

If, during the currency of this Section, any driver's licence in favour of the Insured or his authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured has knowledge of such fact.

2. ROADWORTHINESS

Cover provided by this Section of the Policy, including all Sub Sections thereof, is strictly subject to the vehicle/s being used in a condition which complies fully with the provisions and regulations of the National Road Traffic Act 93 of 1996, the National Road Traffic Regulations 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the use of motor vehicles on a public roadway in South Africa or any similar legislation which applies to the countries as the territorial limits in the Schedule.

3. DRIVER LICENCE – PUBLIC ROADS

Cover provided by this Section of the Policy, including all Sub Sections thereof, is strictly subject to the driver of any vehicle being licensed to drive such vehicle in accordance with the terms, provisions and regulations of the National Road Traffic Act 108 of 1996, the National Road Traffic Regulations 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the licensing of drivers of motor vehicles on a public roadway in South Africa.

4. DRIVER LICENCE – PRIVATE ROADS

Cover provided by this Section of the Policy, including all Sub Sections thereof, is strictly subject to the driver of any vehicle, whilst being driven on a private roadway, being licensed, in accordance with the terms, provisions and regulations of the National Road Traffic Act 108 of 1996, to drive such a vehicle of like description.

5. MINIMUM VEHICLE SECURITY REQUIREMENTS

STANDARD MOTOR SECURITY WARRANTY:

1. It is warranted that no theft/hijack cover is granted unless all Vehicles valued up to 150,000 are fitted with VESA Level 4 Alarm/Immobiliser or VESA approved Gearlock or Transponder Key.
2. It is warranted that no theft/hijack cover is granted unless all Vehicles valued over R150,000 are fitted with an Early Warning Tracking Device. All vehicles must be fitted with the early warning tracking and recovery device before theft/hijack cover can incept.
3. An Early warning device is a tracking system/ device that sends an instant signal or a real time warning to the Tracking Company if there is any unauthorised movement of the vehicle/ battery disconnect / ignition tampering/ stripping of the vehicle or any tampering that result in the vehicle being stolen.

FIDELITY AND COMPUTER CRIME

DEFINED EVENTS

THEFT, FRAUD, DISHONESTY AND COMPUTER CRIME

Loss of funds sustained as a direct result of any criminal act, all of which occurs during the period of insurance or after the retroactive date and which is discovered during the period of insurance or within 12 months of the termination of this policy.

DATA DAMAGE EXPENSES

Damages and the necessary and reasonable costs you incur, with our prior written consent, to rectify data damage. Data damage does not include expenses to replace hardware, improve or optimise software, or arising from the incorrect use or obsolescence of hardware or software.

DATA PROTECTION

Loss or damage for all claims first made during the period of insurance, occurring on or after the retroactive date, for:

- a) your legal liability arising out of a cyber event;
- b) your legal liability arising from a civil regulatory action, a civil penalty, or fines to the extent insurable by law, imposed by a governmental regulatory body against you arising from a cyber event;
- c) crisis management costs, customer notification expenses and customer support expenses when such costs and expenses are incurred, following a cyber event;
- d) cyber costs and expenses.

EXTRA COVER

The following Extra Cover is included, in addition to the sum insured. Where the Extra Cover refers to an amount that we will pay, this will be shown in the schedule.

ACCOUNTANTS

Any particulars or details contained in your books of account or other business books, documents or systems which may be required by us under this policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by your auditors or professional accountants and their certificate will be prima facie evidence of the particulars and details to which it relates.

CONTRACTUAL PENALTIES

We will pay for any contractual penalties you incur as a result of an insured loss.

Contractual penalties means any penalty legally enforced against you under a written contract resulting directly from a loss following a criminal act, provided that any amount paid by us in respect of such penalties shall be considered as part of the loss and shall not exceed 10% (ten per cent) of the limit of indemnity stated in the schedule.

COST OF RECOVERY

If you sustain any loss as a result of theft, fraud, dishonesty or computer crime, which exceeds our limit of indemnity, we will pay your reasonable costs and expenses necessarily incurred with our written consent (which consent will not unreasonably be withheld) for the recovery or attempted recovery from the insurable person or any other party in regard to whom the claim is made, of that part of the loss which exceeds our limit of indemnity.

The most we will pay is the amount as shown in the schedule.

EXTENDED COVER FOR FORMER INSURABLE PERSONS

Any person, who ceases to be an insurable person will, for the purpose of this policy, be considered as being an insurable person for a period of 30 days after ceasing to be an insurable person.

EXTORTION

We will pay for loss of funds by intentionally and unlawfully subjecting any insurable person or a relative of any such person, to any threat of physical harm which induces such person to submit to the taking, provided that the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity.

KNOWLEDGE OF THEFT, FRAUD OR DISHONESTY BY THE PROPOSER

Non-disclosure of any act of theft, fraud, dishonesty or computer crime which may have been committed by the person signing the proposal form or giving inception or renewal instructions will not be relied on by us to deny liability, provided that no other executive officer had knowledge or can reasonably be expected to have or have had knowledge of the act at any time prior to inception or renewal.

REINSTATING OFFICE RECORDS

We will pay the costs, charges and expenses incurred by you in replacing and restoring any computer files and data media documents, manuscripts, business books, plans, design specifications or programmes destroyed, damaged or lost as a result of a loss insured by this policy.

The most we will pay is the amount as shown in the schedule.

UNIDENTIFIABLE PERSONS

If a loss is alleged to have been caused by the theft, fraud or dishonesty of any of the insurable person's and you are unable to designate the specific person causing the loss, your claim in respect of such loss will not be invalidated by your inability to do so, provided that you are able to furnish evidence to prove to our reasonable satisfaction that the loss was in fact due to the theft, fraud or dishonesty of an insurable person acting alone or in collusion with others.

SPECIFIC EXCLUSIONS

- a) act committed by the same person after you have become aware of their first dishonest act;
- b) act committed prior to the retroactive date or inception of this policy or which was notified to any other insurer prior to the inception of this policy or any circumstance which was known to or ought reasonably to have been known to by you prior to the inception of the policy;
- c) loss that is recoverable under any other insurance that provides indemnity for such a loss, except for those amounts not indemnified by any such other policy whether by reason of the loss falling within

the policy's excess, or due to the total loss exceeding the limit of indemnity or limit of indemnity provided by that policy;

- d) loss discovered more than twelve (12) months after the expiry of this policy or termination of the employment of the insurable person who caused the loss, whichever occurs first;
- e) loss that cannot be proven by your accounting records;
- f) loss in respect of seepage, pollution or contamination of any kind;
- g) third party claim arising from or contributed to by depreciation (or failure to appreciate) in value of any investment, including loans, securities, commodities, currencies, options and futures transactions, or as result of any actual or alleged representation, guarantee or warranty provided by or on your behalf as to the performance of any such investments where such matters are outside the influence or control of the insurable person;
- h) fines, penalties or damages for which you are legally liable, except for compensatory damages arising from a loss covered by this policy;
- i) unintentional acts, errors or omissions;
- j) act where legal action or litigation is brought in a court of law within the United States of America or Canada or their respective territories or possessions or where legal action or litigation is brought in a court outside those territories to enforce a judgement in those territories whether by way of reciprocal agreement or otherwise.
- k) loss directly or indirectly caused or facilitated by any form of payment, transfer of funds or change of banking details or beneficiary, unless such payment, transfer or change was authorised by two bank signatories who are not related by birth or marriage and do not live in the same household.
- l) loss directly or indirectly caused or facilitated by any instruction to change banking details, add or amend beneficiaries, withdraw or transfer funds unless a two-step verification process was carried out before such instruction was processed.