

Date created: 21 May 2026



NEW LINE INVESTMENTS 100 PTY LTD  
P O Box 689  
St Francis Bay  
6312

## DEAR POLICYHOLDER

### AMENDMENTS TO YOUR RENEWAL POLICY (38840736)

I am pleased to confirm that the requested amendments have been made to your policy.

Santam would like to ensure that you are satisfied and that you enjoy problem-free insurance. I therefore encourage you to check this document to ensure:

- that the changes you have requested were applied correctly, and
- that the other information it contains is correct.

Please contact your intermediary should you require additional information or wish to make further amendments.

Yours faithfully

Fanus Coetzee  
**Chief Executive Officer: Broker Solutions**

**CALL**  
**(042) 294 0609**

PWM BESTUURSKONSULTANTE  
(PTY) LTD Willem Kriel  
AGT0049994

### EFFECTIVE DATE

1 June 2026

### POLICY NUMBER

10000120479

### PAYMENT BREAKDOWN

**R18,883.88**

Monthly

Policy premium	R17,614.42
Fees due to your intermediary for advice and other services rendered	R0.00
Sasria	R1,256.46
VAS	R13.00

Your policy premium includes R3,452.43 intermediary commission

CONTACT SANTAM  
**0860 558 003**  
[www.santam.co.za](http://www.santam.co.za)



Santam Ltd (Reg no 1918/001680/06) is an authorised financial services provider (FSP 3416), a licensed non-life insurer and controlling company for its group companies. Santam VAT number: 4440102095

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**Policy wording clarification and cover changes:** We have made changes to our policy wordings to improve clarity and reinforce our commitment to treating customers fairly in all circumstances. The following changes will take effect from the renewal date of your policy and can be summarised as follows:

1. **War, Riot and Terrorism exclusion:** The Exceptions/Exclusions pertaining to War, Riot and Terrorism as well as Sanctions under the General Section of the Commercial offerings have been amended to include more specific scenarios which are not covered under any other section of our policies as well as to manage Santam's exposure and align to our reinsurers.
2. **Sanctions:** The Exceptions/Exclusions pertaining to War, Riot and Terrorism as well as Sanctions under the General Section of the Commercial offerings have been amended to include more specific scenarios which are not covered under any other section of our policies as well as to manage Santam's exposure and align to our reinsurers.
3. **General Section - Continuation of cover 14.1 and 14.2:** Reference to "cash" payments has been amended to read "in the form of an electronic funds transfer (EFT) or digital payment" to align the policy wording with regulatory changes.

**The following practical information will assist you in reviewing and updating your cover:**

- a) **Policyholder rights regarding this renewal:** Renewal of this policy by the policyholder is optional, and adjustments to the existing cover can be requested.

Where a policyholder qualifies for the protection offered by the Policyholder Protection Rules legislation, such a policyholder may cancel any renewal adjustments to the cover as requested by the policyholder. The policyholder may also receive a refund for the premium in relation to such requested changes, provided that:

1. the policy has a term (period of insurance) longer than 31 days;
2. no benefit has yet been paid or claimed, or an event for which the policyholder is insured under the policy has not yet occurred; and
3. this option must be exercised by way of a cancellation notice to Santam within 14 days after the date of receipt of the renewal documentation,

provided that Santam may retain that portion of the premium (without the application of any customary short period or minimum premiums) for the period from renewal of the insurance cover to the cancellation date, being the period that insurance risk cover was in place.

- b) **Policyholder obligations regarding this renewal:** There is a responsibility on the part of the policyholder to ensure any material information disclosed to Santam is accurate and that premiums are paid on time. If adjustments to the cover are required at the time of the policy contract renewal, Santam needs to be notified on or before the renewal date.
- c) **Policyholder obligations regarding the interests of creditors:** It is the policyholder's responsibility to ensure the interests of creditors are accurately reflected with each policy contract renewal. This obligation is applicable in the event of a loan and/or the credit granted to fund insured property. Kindly ensure all items pertaining to the above conditions are noted accurately in the policy.
- d) **Ensure you have the right insurance cover:** You can avoid nasty surprises when you have to claim by regularly reviewing and adjusting your insurance cover. This will be particularly relevant for imported goods or parts to fulfil your claim. To avoid underinsurance, we have adjusted certain insured amounts as reflected on the schedule. However, as part of the policy renewal process, it remains your responsibility to review the level of cover offered (both the amounts for which you are insured, as well as the type of cover). Remember, you are the only one who has detailed knowledge of the unique nature of all your insured assets.
- e) **Vehicle cover:** We have reduced some of these related values to ensure your insurance premiums take depreciation into account. Additional safety features, for example, could result in a lower premium. Please inform us if you have added any accessories, as the amount and details of your cover will need to be adjusted. We encourage you to use our online calculator at [www.santam.co.za/vehiclecalculator](http://www.santam.co.za/vehiclecalculator) to determine whether your vehicles are insured for the correct value.
- f) **Disclosure of material information:** Material information is any information that may impact on the risk that is insured, for example your business's street address, the nature of the stock that is stored and sold at the premises, as well as the security measures you have in place. It is advisable to always disclose everything an insurer would reasonably need to determine the risk cover and premium. If in doubt, rather err on the side of caution and disclose the information.
- g) **Accurate information:** It is important that your information on our systems is up-to-date and complete. Kindly ensure all your personal details, details of your business operations, and details of your insurance requirements are reflected correctly on the schedule. It remains your responsibility to inform Santam of any inaccuracies or adjustments that are required.



- h) **Cover for riots and strikes:** The South African Special Risks Insurance Association (Sasria SOC Ltd) is a separate entity that provides insurance cover in the event of riots and strikes on short-term insurance policies. If Sasria cover has been incorporated as part of your insurance cover, separate documentation is attached reflecting your revised Sasria premiums.
- i) **Exclusion pertaining to sanctions:** In line with global practice adopted by insurers, a sanctions' exclusion applies to your policy. The enclosed renewal schedule contains the relevant exclusion wording.
- j) **Text appearing in bold and blue:** We want to draw your attention to point 8 of the Policy Interpretation paragraph in the General Section's policy wording. In an effort to assist you with the easy identification of policy Exclusions and Limitations in cover, these have been highlighted in **bold** and **blue** in the attached policy wording. This action and any interpretation thereof should be read in the context of the full sentence or paragraph. These highlighted portions do not assume any higher importance than the rest of the policy wordin



# POLICY SCHEDULE

This policy schedule must be read in conjunction with the policy wording section(s) applicable to the different sections of the schedule.

## INSURED'S INFORMATION

**Trading name:** NEW LINE INVESTMENTS 100 PTY LTD  
**Name:** NEW LINE INVESTMENTS 100 PTY LTD  
**Enterprise type:** Unknown  
**Registration number:** -  
**VAT registration number:** -  
**Business description:** 1. Guest house (up to 20 rooms)  
 Guest House

## CONTACT INFORMATION

**Telephone:** 0422941048  
**Fax:** -  
**Mobile:** 082 429 4045  
**Email:** h.stronkhorst@gmail.com  
**Postal address:** P O Box 689, St Francis Bay, 6312

## BANK DETAILS

**Paying agent:** Nedbank  
**Branch:** 12631700  
**Account number:** \*\*\*\*\*9309  
**Account holder:** NEWLINE INVESTMENTS 100 PTY LTD  
**Collection day:** 1

## POLICY INFORMATION

**Product:** Guesthouse  
**Period of insurance:** a) From: 1 June 2026 to 30 June 2026 (both dates inclusive)  
 b) Any subsequent period of 1 calendar month for which the Company agrees to renew this policy or section thereof.  
**Effective date:** 1 June 2026  
**Anniversary / Renewal date:** 1 June 2027  
**Payment Option:** Monthly Debit Order



**YOUR MONTHLY PREMIUM SUMMARY** (excluding any pro-rata)

<b>SANTAM GUESTHOUSE</b>	
General	R0.00
Property Damage	R15,449.79
Business Interruption	R922.56
Liability	R144.66
Motor General	R6.25
Motor Specified Vehicles	R933.11
Electronic Equipment	R13.67
Commercial Umbrella Liability	R144.38
<b>Policy payment</b> (including intermediary commission of R3,452.43)	<b>R17,614.42</b>
Fees due to your intermediary for advice and other services rendered	R0.00
<b>TOTAL SANTAM</b>	<b>R17,614.42</b>
<b>Sasria</b>	
Fire Commercial and Domestic	R1,037.84
Motor	R2.62
Business Interruption	R216.00
<b>TOTAL Sasria</b>	<b>R1,256.46</b>
<b>VALUE ADDED SERVICES (VAS)</b>	
24 hour emergency assistance	R0.00
Legal Advice	R0.00
24 hour motor emergency assistance	R13.00
<b>TOTAL VAS</b>	<b>R13.00</b>
<b>TOTAL AMOUNT PAYABLE</b>	
	<b>R18,883.88</b>

Note: VAT at the rate of 15% is included in the total monthly payment.

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. Insured amounts are inclusive of VAT. First amounts payable are not subject to VAT.

Santam Limited VAT registration number 4440102095



# PAYMENT COLLECTION DETAILS

Set out below is the future payment collection amounts. These payments are based on the current cover / insured amounts and are subject to change should any requests be received to amend the cover or insured amounts in between this transaction and the next renewal / annual anniversary date.

## PAYMENT COLLECTION: 1 JUNE 2026

	Payment amount / Pro-rata *
<b>SANTAM GUESTHOUSE</b>	
10000120479	R17,614.42
<b>TOTAL SANTAM</b>	<b>R17,614.42</b>
<b>Sasria</b>	
33400026734 Business Interruption	R216.00
33100207580 Fire Commercial and Domestic	R1,037.84
33200162998 Motor	R2.62
<b>TOTAL Sasria</b>	<b>R1,256.46</b>
<b>VALUE ADDED SERVICES (VAS)</b>	
20000382936 24 hour motor emergency assistance	R13.00
<b>TOTAL VAS</b>	<b>R13.00</b>
<b>TOTAL PAYMENT AMOUNT</b>	
Total policy amounts	R18,883.88
<b>TOTAL AMOUNT PAYABLE</b>	<b>R18,883.88</b>

## PAYMENT COLLECTION: 1 JULY 2026

	Payment amount / Pro-rata *
<b>SANTAM GUESTHOUSE</b>	
10000120479	R17,614.42
<b>TOTAL SANTAM</b>	<b>R17,614.42</b>
<b>Sasria</b>	
33400026734 Business Interruption	R216.00
33100207580 Fire Commercial and Domestic	R1,037.84
33200162998 Motor	R2.62
<b>TOTAL Sasria</b>	<b>R1,256.46</b>
<b>VALUE ADDED SERVICES (VAS)</b>	
20000382936 24 hour motor emergency assistance	R13.00
<b>TOTAL VAS</b>	<b>R13.00</b>
<b>TOTAL PAYMENT AMOUNT</b>	
Total policy amounts	R18,883.88
<b>TOTAL AMOUNT PAYABLE</b>	<b>R18,883.88</b>

Payment amount is inclusive of intermediary commission amount.

Payment amount may not reflect certain financial adjustments.

VAT at the rate of 15% is included in the total payment amount.

\* indicates a pro-rata amount. If the initial Period of insurance is shorter than the agreed period of insurance a pro-rata premium will be payable for the initial Period of insurance.



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**NO COVER IS PROVIDED UNDER THE FOLLOWING SECTIONS OF THE POLICY. COVER IS POSSIBLY AVAILABLE UNDER THESE SECTIONS IF ADDITIONAL INSURANCE PROTECTION IS REQUESTED.**

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Accounts Receivable  
Money  
Fidelity  
Goods in Transit  
All Risks  
Accidental Damage  
Employers' Liability  
Group Personal Accident  
Motor Fleet  
Machinery Breakdown  
Watercraft  
Deterioration of Stock  
Livestock  
Game  
Professional Indemnity  
Cyber

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# PREMISES AND BUILDING INFORMATION

Wherever reference is made to a "Premises" and a "Building" at a "Premises" in the policy wording section(s) and schedule, the "Premises" or "Building" as the case might be, will be identified as stated below.

## PREMISES 1

Address line 1	4 NAPIER ROAD
Address line 2	ERF 169 & 174
Farm registration district	Sarah Baartman
Suburb	St Francis Bay
City	St Francis Bay
Province	Eastern Cape

## PROPERTY / BUILDINGS AT THIS PREMISES

Building number	1
Building name	Building 1
Building or structure	Building
Roof construction	Thatch
Wall construction	Non-Standard
Occupied as	Guest house (up to 20 rooms)



# GENERAL SECTION

**Note:** This schedule is to be read in conjunction with the General Section wording version number 010/10/2025.

## SECTION INFORMATION

### GENERAL COVER

Cancellation of special events	Included
• <b>Insured amount (per event)</b>	<b>R5,000</b>
• <b>Insured amount (per period of insurance)</b>	<b>R10,000</b>
Locks and keys	Included
• <b>Insured amount</b>	<b>R10,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
Removal of fallen trees	Included
• <b>Insured amount (per event)</b>	<b>R5,000</b>
• <b>Insured amount (per period of insurance)</b>	<b>R15,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R250</b>
Security costs	Included
• <b>Insured amount</b>	<b>R10,000</b>
Trauma	Included
• <b>Insured amount (per person)</b>	<b>R2,000</b>
• <b>Insured amount (per event)</b>	<b>R10,000</b>

### ADDITIONAL INFORMATION APPLICABLE TO THIS SECTION

Security for 4 NAPIER ROAD : UNKNOWN

### CLAUSE, CONDITION, EXTENSION AND EXCLUSION WORDINGS

The following clause, condition, extension and exclusion wordings are applicable in addition to those contained in the policy wording:

#### CLAUSE: CANCELLATION OF SPECIAL EVENTS

**Subject to the insured amount stated in the schedule**, the Company shall reimburse the expenses incurred by the Insured that are not refundable to the Insured by any entity due to a special event not being able to take place as a result of:

1. non-appearance of participants other than the Insured as a consequence of illness, accident or death;
2. rain, windstorm or hail in the case of open-air events **provided such rain, windstorm and hail is of sufficient intensity and/or strength with the potential to cause damage to property or injury to persons;**
3. illness, accident or death of **more than 50% of the participants.**

For the purposes of this cover the following definitions shall apply:

1. Special event shall mean any educational, cultural, sporting, musical, religious or fundraising event organised by the Insured;
2. Illness shall mean any sickness or illness confirmed by medical certificate;
3. Accident shall mean injury caused by accidental, violent, external and visible means;
4. Period of insurance as reflected in the schedule against insured amount shall if the policy is paid monthly by debit order, mean for twelve consecutive months from the inception or anniversary date.



# PROPERTY DAMAGE SECTION

**Note:** This schedule is to be read in conjunction with the Property Damage Section wording version number 004/08/2023, as well as the General Section wording version number 010/10/2025.

## SECTION INFORMATION

### GENERAL COVER

Claims preparation costs	Included
• <b>Insured amount</b>	<b>R25,000</b>
Liability	Included
• <b>Insured amount</b>	<b>R1,000,000</b>
Damage to buildings not insured on this policy (following theft of contents)	Included
• <b>Insured amount</b>	<b>R10,000</b>
• <b>First amount payable:Minimum amount (unrelated to any period of occupancy or unoccupancy)</b>	<b>R500</b>
• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>

### SECTION CLAUSES AND EXTENSIONS

Bilking	Included
• <b>Insured amount</b>	<b>R20,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
Cost of demolition	Included
• <b>Insured value</b>	<b>As per policy wording</b>
Credit cards, credit vouchers and SIM cards (for use of cell phones)	Included
• <b>Insured amount</b>	<b>R2,000</b>
Death compensation - Insured or employees	Included
• <b>Insured amount (per person)</b>	<b>R10,000</b>
• <b>Insured amount (per event)</b>	<b>R50,000</b>
Disposal of salvage	Included
Fire extinguishing charges	Included
• <b>Insured value</b>	<b>As per policy wording</b>
Emergency expenses	Included
• <b>Insured amount (per person)</b>	<b>R10,000</b>
Loss of water	Included
• <b>Insured amount</b>	<b>R10,000</b>
Money and stamps	Included
• <b>Insured amount</b>	<b>R10,000</b>
Personal effects of guests	Included
• <b>Insured amount</b>	<b>R50,000</b>
Municipal plans scrutiny fees	Included
Public authorities' requirements	Included
Public supply connections	Included
Transport of groceries and household goods	Included
• <b>Insured amount</b>	<b>R15,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R250</b>
Trauma	Included
• <b>Insured amount</b>	<b>R10,000</b>
Veterinary expenses	Included
• <b>Insured amount</b>	<b>R2,000</b>
Removal of bees	Included
• <b>Insured amount</b>	<b>R2,500</b>
Post mortem cleaning and sanitising costs	Included
• <b>Insured amount</b>	<b>R10,000</b>
Full house	Not included
Hole-in-one	Not included
Workman clause	Not included



**SECTION CONDITIONS** (in addition to any compulsory conditions contained in the policy wording)

First amount payable all claims	Applicable
• <b>First amount payable:Minimum amount</b>	<b>R5,000</b>

**PREMISES INFORMATION****1: 4 NAPIER ROAD, ERF 169 & 174, ST FRANCIS BAY 6312****PREMISES COVER**

Accidental damage - Machinery	Included
• <b>Insured amount</b>	<b>R5,000</b>
• <b>First amount payable:% of claim</b>	<b>10%</b>
• <b>First amount payable:Minimum Amount</b>	<b>R500</b>
Contamination of fish stock	Included
• <b>Insured amount</b>	<b>R20,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
Leakage of beverages	Included
• <b>Insured amount</b>	<b>R20,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
Power surge	Included
• <b>Insured amount</b>	<b>R50,000</b>
• <b>First amount payable:% of claim</b>	<b>10%</b>
• <b>First amount payable:Minimum amount</b>	<b>R5,000</b>

**PREMISES CLAUSES AND EXTENSIONS**

Damage to property by baboons	Included
• <b>Insured amount</b>	<b>R10,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R2,500</b>
Damage to property by wild animals (excluding baboons)	Included
• <b>Insured amount</b>	<b>R100,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R2,500</b>
Death of horses	Included
• <b>Insured amount</b>	<b>R20,000</b>
Death of koi fish	Included
• <b>Insured amount</b>	<b>R20,000</b>
External signs, blinds and canopies	Included
• <b>Insured amount</b>	<b>R20,000</b>
• <b>First amount payable:% of claim - canopies constructed of shade-cloth / canvas (up to 1 year old)</b>	<b>10%</b>
• <b>First amount payable:% of claim - canopies constructed of shade-cloth / canvas (1 - 2 years old)</b>	<b>25%</b>
• <b>First amount payable:% of claim - canopies constructed of shade-cloth / canvas (2 - 3 years old)</b>	<b>40%</b>
• <b>First amount payable:% of claim - canopies constructed of shade-cloth / canvas (3 - 4 years old)</b>	<b>60%</b>
• <b>First amount payable:% of claim - canopies constructed of shade-cloth / canvas (4 - 5 years old)</b>	<b>80%</b>
• <b>First amount payable:% of claim - canopies constructed of shade-cloth / canvas (more than 5 years old)</b>	<b>100%</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
Gardens and water features	Included
• <b>Insured amount</b>	<b>R20,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
Goods in the open	Included
• <b>Insured amount</b>	<b>R25,000</b>
• <b>First amount payable:% of claim</b>	<b>10%</b>
• <b>First amount payable:Minimum amount</b>	<b>R250</b>
Temporary removal	Included
• <b>Insured amount (%)</b>	<b>100%</b>

**ITEM INFORMATION****1: 4 NAPIER ROAD, ERF 169 & 174, ST FRANCIS BAY 6312**

<b>Basis:</b>	Specific building
<b>Buildings:</b>	1: Building 1
<b>Sasria:</b>	Included

**ITEM COVER**

**ITEM CLAUSES AND EXTENSIONS**

Water receptacles (Geysers, water containers, water tanks, water apparatus or water pipes)	Included
• <b>First amount payable:% of claim</b>	<b>10%</b>
• <b>First amount payable:Minimum amount</b>	<b>R1,000</b>
<b>Type of water receptacle</b>	<b>Number per type of water receptacle</b>
<b>Description of water receptacle (other than a geyser)</b>	<b>Maximum insured amount per water receptacle (other than a geyser)</b>
Standard geyser	5
Water receptacle other than a geyser	1 Provide R10,000
Geyser maintenance	Not included
Water pipes	Not included

**BUILDINGS COVER INFORMATION**

**1: 4 NAPIER ROAD, ERF 169 & 174, ST FRANCIS BAY 6312**

Building	Included
• <b>Insured amount</b>	<b>R15,721,545</b>
• <b>First amount payable:% of claim (solar power panels/system)</b>	<b>10%</b>
• <b>First amount payable:Minimum amount (solar power panels/system)</b>	<b>R1,000</b>

**BUILDINGS COVER INSURED PERILS**

Fire	Included
• <b>First amount payable:% of claim</b>	<b>5%</b>
• <b>First amount payable:Minimum amount</b>	<b>R15,000</b>
Lightning or thunderbolt	Included
• <b>First amount payable:% of claim</b>	<b>5%</b>
• <b>First amount payable:Minimum amount</b>	<b>R15,000</b>
Explosion	Included
• <b>First amount payable:% of claim</b>	<b>5%</b>
• <b>First amount payable:Minimum amount</b>	<b>R15,000</b>
Earthquake	Included
Weather and water	Included
Impact	Included
Malicious damage	Included
• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>
• <b>First amount payable:Maximum amount (during 30 day unoccupancy period)</b>	<b>R4,500,000</b>
Accidental damage - Glass of stoves and ovens	Not included
Leakage of oils and chemicals	Not included
Riot and strike (other than RSA and Namibia)	Not included
Theft (forcible and violent entry into or exit from)	Included
• <b>First amount payable:Minimum amount (unrelated to any period of occupancy or unoccupancy)</b>	<b>R1,000</b>
• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>
Theft of landlord's fixtures and fittings	Included
• <b>Insured amount</b>	<b>R50,000</b>
• <b>First amount payable:Minimum amount (unrelated to any period of occupancy or unoccupancy)</b>	<b>R2,500</b>
• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>
Accidental damage - Sanitary ware	Included
• <b>Insured amount</b>	<b>R100,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R250</b>
Accidental damage - Glass	Included
• <b>Insured amount</b>	<b>R100,000</b>



• <b>First amount payable:Minimum amount</b>	<b>R250</b>
Accidental damage - Household goods and appliances	Included
Accidental damage - Buildings	Included
• <b>Insured amount</b>	<b>R9,681,227</b>
Accidental damage - Aerials, masts and satellite dishes	Included
Subsidence and landslip	Included
• <b>Insured amount</b>	<b>R15,721,545</b>
• <b>Type of cover</b>	<b>Limited</b>
• <b>First amount payable:% of insured amount</b>	<b>1%</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
• <b>First amount payable:Maximum amount</b>	<b>R40,000</b>
Public supply of electricity (total or partial failure)	Included
• <b>Insured amount</b>	<b>R15,721,545</b>

**BUILDINGS COVER CLAUSES AND EXTENSIONS**

Capital additions	Included
• <b>Insured amount (%)</b>	<b>25%</b>
Prevention of access	Included
• <b>Radius (km)</b>	<b>50</b>
• <b>Insured amount (%)</b>	<b>25%</b>
Professional fees	Included
• <b>Insured amount (%)</b>	<b>20%</b>
Rent	Included
• <b>Insured amount (%)</b>	<b>30%</b>
Inflation escalation	Not included

**CONTENTS COVER INFORMATION**

1: 4 NAPIER ROAD, ERF 169 &amp; 174, ST FRANCIS BAY 6312

Contents	Included
• <b>Insured amount</b>	<b>R1,063,889</b>

**CONTENTS COVER INSURED PERILS**

Fire	Included
• <b>First amount payable:% of claim</b>	<b>5%</b>
• <b>First amount payable:Minimum amount</b>	<b>R15,000</b>
Lightning or thunderbolt	Included
• <b>First amount payable:% of claim</b>	<b>5%</b>
• <b>First amount payable:Minimum amount</b>	<b>R15,000</b>
Explosion	Included
• <b>First amount payable:% of claim</b>	<b>5%</b>
• <b>First amount payable:Minimum amount</b>	<b>R15,000</b>
Earthquake	Included
Weather and water	Included
Impact	Included
Malicious damage	Included
• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>
• <b>First amount payable:Maximum amount (during 30 day unoccupancy period)</b>	<b>R4,500,000</b>
Accidental damage - Glass of stoves and ovens	Not included
Leakage of oils and chemicals	Not included
Riot and strike (other than RSA and Namibia)	Not included
Theft from outbuildings (forcible and violent entry into or exit from)	Included
• <b>First amount payable:Minimum amount (unrelated to any period of occupancy or unoccupancy)</b>	<b>R1,000</b>
• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>
Theft from outbuildings (non-forcible entry)	Included
• <b>Insured amount (%)</b>	<b>10%</b>
• <b>First amount payable:Minimum amount (unrelated to any period of occupancy or unoccupancy)</b>	<b>R1,000</b>



• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>
Theft of contents	Included
• <b>First amount payable:Minimum amount (unrelated to any period of occupancy or unoccupancy)</b>	<b>R1,000</b>
• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>
Theft of contents (forcible and violent entry into or exit restriction)	Included
• <b>Insured amount (%)</b>	<b>100%</b>
• <b>First amount payable:Minimum amount (unrelated to any period of occupancy or unoccupancy)</b>	<b>R1,000</b>
• <b>First amount payable:% of claim (additional amount during 30 day unoccupancy period)</b>	<b>20%</b>
Accidental damage - Sanitary ware	Included
• <b>Insured amount</b>	<b>R100,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R250</b>
Accidental damage - Glass	Included
• <b>Insured amount</b>	<b>R100,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R250</b>
Accidental damage - Household goods and appliances	Included
Accidental damage - Aerials, masts and satellite dishes	Included
Subsidence and landslip	Included
• <b>Insured amount</b>	<b>R1,063,889</b>
• <b>Type of cover</b>	<b>Limited</b>
• <b>First amount payable:% of insured amount</b>	<b>1%</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
• <b>First amount payable:Maximum amount</b>	<b>R40,000</b>
Public supply of electricity (total or partial failure)	Included
• <b>Insured amount</b>	<b>R1,063,889</b>
Deterioration of food - all risks	Included
• <b>Insured amount</b>	<b>R25,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
Refrigerant fumes	Included
• <b>First amount payable:Minimum amount</b>	<b>R250</b>
<b>CONTENTS COVER CLAUSES AND EXTENSIONS</b>	
All other Contents	Included
• <b>Insured amount (per person)</b>	<b>R10,000</b>
Capital additions	Included
• <b>Insured amount (%)</b>	<b>25%</b>
Professional fees	Included
• <b>Insured amount (%)</b>	<b>20%</b>
Rent	Included
• <b>Insured amount (%)</b>	<b>30%</b>
Temporary increase of the insured amount	Included
• <b>Insured amount %</b>	<b>10%</b>
Inflation escalation	Not included

**ADDITIONAL INFORMATION ON THIS ITEM****1: 4 NAPIER ROAD, ERF 169 & 174, ST FRANCIS BAY 6312**

The following detail regarding the geysers were not available during migration : Number of geysers, Type of geysers, Number per type of geyser and Average insured amount per type of geyser. Values displayed is for migration purposes.



# BUSINESS INTERRUPTION SECTION

**Note:** This schedule is to be read in conjunction with the Business Interruption Section wording version number 004/03/2023, as well as the General Section wording version number 010/10/2025.

## SECTION INFORMATION

### GENERAL COVER

Claims preparation costs	Included
• <b>Insured amount</b>	<b>R25,000</b>

### ITEM INFORMATION

**1: 4 NAPIER ROAD, ERF 169 & 174, ST FRANCIS BAY 6312**

**Businesses of the Insured covered by this section:**

#### Business

Guest house (up to 20 rooms)

**Premises:** 1: 4 Napier Road, Erf 169 & 174, St Francis Bay 6312

### ITEM COVER

Revenue/fees	Included
• <b>Insured amount</b>	<b>R2,000,000</b>
• <b>Indemnity period (months)</b>	<b>12</b>
Additional increase in cost of working	Not included
Fines and penalties	Not included
Gross profit	Not included
Levies	Not included
Standing charges only basis	Not included
Wages	Not included

### ITEM CLAUSES AND EXTENSIONS

Auxiliary power failure	Included
Cancellation of bookings	Included
• <b>Insured amount</b>	<b>R10,000</b>
Contingent Business Interruption (CBI)	Included
• <b>Insured amount</b>	<b>R500,000</b>
• <b>Radius (km)</b>	<b>50</b>
• <b>Indemnity period (months)</b>	<b>3</b>
Anchor tenants	Not included
Electronic equipment	Not included
Glass	Not included
Goods in transit	Not included
Liquor licence	Not included
Loss of game	Not included
Loss of trade	Not included
Money	Not included
Theft	Not included
Ventilation failure	Not included
Evacuation costs	Not included
<b>Extensions to other premises</b>	
Public telecommunications - insured perils	Included
• <b>Insured amount</b>	<b>R500,000</b>
• <b>Indemnity period (months)</b>	<b>3</b>
Public utilities - insured perils	Included
• <b>Insured amount</b>	<b>R500,000</b>
• <b>Indemnity period (months)</b>	<b>3</b>
Prevention of access	Not included
Prevention of access - extended cover	Not included



Rail, road and air services	Not included
Loss of attraction of key tourist attractions	Not included
Specified customers	Not included
Specified suppliers	Not included
Unspecified customers	Not included
Unspecified suppliers	Not included

**ADDITIONAL INFORMATION ON THIS ITEM**

The highest single risk premises for this item was set for migration purposes, correct and remove comments from Additional information.



# LIABILITY SECTION

**Note:** This schedule is to be read in conjunction with the Liability Section wording version number 002/11/2021, as well as the General Section wording version number 010/10/2025.

## SECTION INFORMATION

### GENERAL COVER

Claims preparation costs	Included
• <b>Insured amount</b>	<b>R1,000</b>

### ITEM INFORMATION

#### GENERAL INFORMATION ON THIS ITEM

Basis of Cover	Claims made basis
Retroactive date	1 June 2003

#### 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

the following countries:

- The Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe and Malawi.

#### Jurisdiction

Worldwide (excluding USA/Canada)

### ITEM COVER

#### Additional Activities

- **Hunting**

General liability Included

- **Limit of indemnity (per event)** **R1,000,000**
- **Limit of indemnity (per period of insurance)** **Unlimited**
- **First amount payable:Minimum amount** **R1,000**
- **First amount payable:% of claim (work away from the Insured's premises)** **10%**
- **First amount payable:Minimum amount (work away from the Insured's premises)** **R1,000**
- **First amount payable:Maximum amount (work away from the Insured's premises)** **R25,000**

#### Spread of fire liability

- **Limit of indemnity (per period of insurance)** **R100,000**
- **Limit of indemnity (per event)** **R100,000**

Breakout of wild animals (damage to perimeter fencing) Not included

### ITEM CLAUSES AND EXTENSIONS

Acquisitions and new businesses Included

Car parks Included

Cleaning / dry cleaning of guests effects Included

- **Limit of indemnity (per event)** **R10,000**
- **Limit of indemnity (per period of insurance)** **R50,000**
- **First amount payable:Minimum amount** **R1,000**

Emergency medical expenses Included

Employees' and visitors' property Included

Gratuitous advice Included

- **Limit of indemnity (per event)** **R1,000,000**
- **Limit of indemnity (per period of insurance)** **R1,000,000**

State railway authority and other government departments Included

Statutory legal defence costs Included

- **Limit of indemnity (per event)** **R50,000**
- **Limit of indemnity (per period of insurance)** **R50,000**

Tenant's liability Included



Tool of trade	Included
Unattached trailers	Included
Vibration and removal of support	Included
• <b>Limit of indemnity (per event)</b>	<b>R25,000</b>
• <b>Limit of indemnity (per period of insurance)</b>	<b>R25,000</b>
• <b>First amount payable:Minimum amount</b>	<b>R1,000</b>
Wrongful arrest and defamation	Included
• <b>Limit of indemnity (per event)</b>	<b>R100,000</b>
• <b>Limit of indemnity (per period of insurance)</b>	<b>R100,000</b>
Emergency evacuation of guests	Not included
Errors and omissions	Not included
Tool of trade - extended cover	Not included
Fire extinguishing charges	Not included
Animals	Not included
Extended reporting option	Not included
Abseiling	Not included
Boating (non-motor powered craft not exceeding 6 metres)	Not included
Bungee jumping	Not included
Canoeing	Not included
Cycle or animal drawn vehicle	Not included
Elephant rides	Not included
Foefie slide/ Zipline	Not included
Game drives	Not included
Game walks (presence of lions, elephants, rhinos, buffalo or leopards)	Not included
Game walks (no presence of lions, elephants, rhinos, buffalo or leopards)	Not included
Horse riding	Not included
Mountain climbing	Not included
4x4 trails	Not included
Quad biking	Not included
Team building exercises (physical or contact games)	Not included
Team building exercises (non-physical and non-contact based games)	Not included
Underground cave exploring	Not included
Water slides	Not included
White water rafting	Not included
Products liability (including defective workmanship)	Included
• Retroactive date	1 June 2008
• <b>Limit of indemnity (per event)</b>	<b>R1,000,000</b>
• <b>Limit of indemnity (per period of insurance)</b>	<b>R1,000,000</b>
• <b>First amount payable:% of claim</b>	<b>10%</b>
• <b>First amount payable:Minimum amount</b>	<b>R1,000</b>
• <b>First amount payable:Maximum amount</b>	<b>R25,000</b>
Products liability - reduced limit of indemnity	Not included

#### CLAUSE, CONDITION, EXTENSION AND EXCLUSION WORDINGS

The following clause, condition, extension and exclusion wordings are applicable in addition to those contained in the policy wording:

#### CONDITION: ADDITIONAL ACTIVITIES - HUNTING

Notwithstanding anything to the contrary contained in specific exclusion 3.1, hunting as an activity for visitors or guests has been included in the description of the Business of the Insured and this section extends to indemnify the Insured against liability arising out of any hunting activities arranged by the Insured provided that:

1. any visitors participating in such hunting activities who are not permanent residents of the Republic of South Africa will be accompanied by a professional hunter who is in possession of a valid professional hunters permit;
2. any visitors not described under 1 above are accompanied by the Insured or an Employee of the Insured;
3. prior to participating in any hunting activity all visitors will sign a document drawn up by a qualified attorney disclaiming the liability of the Insured or any partner or director or employee of the Insured as a result of any hunting activities;



4. the Insured must comply with all laws, by-laws and local, municipal, regional and government regulations applicable to hunting activities.



# MOTOR GENERAL SECTION

**Note:** This schedule is to be read in conjunction with the Motor General Section wording version number 002/10/2021 as well as the General Section wording version number 010/10/2025.

## VEHICLE COVER INFORMATION

### VEHICLE COVER

Claims preparation costs	Included
• <b>Insured amount</b>	<b>R25,000</b>
Contingent liability	Included
• <b>Insured amount</b>	<b>R2,500,000</b>
• <b>The term "such person" shall include employees, partners and directors of the Insured</b>	<b>Yes</b>
Parking facilities and movement of third party vehicles	Included
• <b>Insured amount</b>	<b>R2,500,000</b>

### VEHICLE CONDITIONS (in addition to any compulsory conditions contained in the policy wording)

Standard territorial limits	Applicable
• <b>Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique</b>	<b>Included</b>



# MOTOR SPECIFIED VEHICLES SECTION

**Note:** This schedule is to be read in conjunction with the Motor Specified Vehicles Section wording version number 002/10/2021, the Motor General Section wording version number 002/10/2021 as well as the General Section wording version number 010/10/2025.

## SUMMARY OF VEHICLES INSURED UNDER THIS SECTION

PC Item number	BP Item number	Year	Make	Model	Registration number	Cover	Vehicle Insured Amount	Total item premium
1	1	2019	FORD	EVEREST 3.2 TDCi XLT 4X4 A/T	JJS449EC	1	R448,400	R933.11

### Cover Description

1 - Comprehensive cover

## VEHICLE COVER INFORMATION

**Business:** Guest house (up to 20 rooms)

### GENERAL INFORMATION AND VEHICLE DETAILS

PC ITEM NUMBER: 1  
BP ITEM NUMBER: 1

<b>Year of first registration:</b>	2019	<b>Claims free group:</b>	7
<b>Make:</b>	FORD		
<b>Model:</b>	EVEREST 3.2 TDCi XLT 4X4 A/T		
<b>Auto dealers code:</b>	220 89 681		
<b>Type of auto:</b>	2 - Private type motor car for business use		
<b>Type of cover:</b>	1 - Comprehensive cover		
<b>Basis of settlement:</b>	Retail value		
<b>Registration number:</b>	JJS449EC		
<b>VIN:</b>	AFAJXXMJWJJB33979		
<b>Engine number:</b>	SA2LJJB33979		
<b>Primary overnight location:</b>	St Francis Bay, St Francis Bay, 6312		
<b>Sasria:</b>	Included		

### Vehicle security details

Santam approved factory fitted security system installed: Yes

## SUB-SECTION 1 - DAMAGE TO THE INSURED VEHICLE

• **Vehicle insured amount** **R448,400**

### FIRST AMOUNTS PAYABLE

Damage to the insured vehicle

• **First amount payable:% of claim** **5%**  
 • **First amount payable:Minimum amount** **R4,000**  
 • **First amount payable:Additional amount if driver younger than 25 or drivers licence obtained less than 2 years before the loss** **R500**

Motor glass

• **First amount payable:% of claim** **25%**  
 • **First amount payable:Minimum amount** **R350**

Theft/Hijack

• **First amount payable:% of claim** **5%**  
 • **First amount payable:Minimum amount** **R4,000**

## SUB-SECTION 1 - EXTENSIONS

Fire extinguishing charges **Included**

• **Insured amount** **R15,000**

Keys **Included**

• **Insured amount** **R15,000**



<ul style="list-style-type: none"> <li>• <b>First amount payable:Minimum amount</b></li> </ul>	<b>R350</b>
Mechanical breakdown towing costs	Included
<ul style="list-style-type: none"> <li>• <b>Insured amount</b></li> </ul>	<b>R3,500</b>
Temporary repairs	Included
<ul style="list-style-type: none"> <li>• <b>Insured amount</b></li> </ul>	<b>R5,000</b>
Towing costs inside the borders of RSA	Included
<ul style="list-style-type: none"> <li>• <b>Insured value</b></li> </ul>	<b>As per policy wording</b>
Towing costs outside the borders of RSA	Included
<ul style="list-style-type: none"> <li>• <b>Insured amount</b></li> </ul>	<b>R15,000</b>
Wreckage removal	Included
<ul style="list-style-type: none"> <li>• <b>Insured amount</b></li> </ul>	<b>R15,000</b>
Credit shortfall	Not included
Motor hire	Not included
Riot and strike (other than RSA and Namibia)	Not included
<b>SUB-SECTION 2 - LIABILITY TO THIRD PARTIES</b>	
Liability to third parties	Included
<ul style="list-style-type: none"> <li>• <b>Insured amount (per event)</b></li> </ul>	<b>R2,500,000</b>
<b>SUB-SECTION 2 - EXTENSIONS</b>	
Passenger liability	Included
<ul style="list-style-type: none"> <li>• <b>Insured amount (per event)</b></li> </ul>	<b>R2,500,000</b>
<ul style="list-style-type: none"> <li>• <b>Territorial limitation</b></li> </ul>	<b>Inside and outside RSA</b>
Passenger liability including open vehicles	Not included
Unauthorised passenger liability	Not included
<b>SUB-SECTION 3 - INSURED VEHICLE OCCUPANTS</b>	
Driver repatriation	Included
<ul style="list-style-type: none"> <li>• <b>Insured amount</b></li> </ul>	<b>R5,000</b>
Emergency expenses	Included
<ul style="list-style-type: none"> <li>• <b>Insured amount (per occupant)</b></li> </ul>	<b>R5,000</b>
<ul style="list-style-type: none"> <li>• <b>Insured amount (per event)</b></li> </ul>	<b>R30,000</b>
Trauma	Included
<ul style="list-style-type: none"> <li>• <b>Trauma - Insured amount</b></li> </ul>	<b>R5,000</b>
Motor accident benefit - employees	Not included
<b>EXTENSIONS APPLICABLE TO ALL SUB-SECTIONS</b>	
Carriage of paying passengers	Not included
Territories - extended cover	Not included
Vehicles hired out	Not included
Neighbourhood or farm watch	Not included
<b>ITEM CONDITIONS</b> (in addition to any compulsory conditions contained in the policy wording)	
First amount payable waiver over 55	Applicable
Vehicle security	Applicable
<b>ITEM EXCLUSIONS</b> (in addition to any compulsory exclusions contained in the policy wording)	
Fraud exclusion	Applicable

#### CLAUSE, CONDITION, EXTENSION AND EXCLUSION WORDINGS

The following clause, condition, extension and exclusion wordings are applicable in addition to those contained in the policy wording:

#### CONDITION: VEHICLE SECURITY

The cover provided under sub-section 1 - damage to the insured vehicle as a result of theft or hijack is subject to the following:

- (a) to the Insured's best knowledge, the anti-theft device fitted by the vehicle manufacturer when the vehicle was new, was installed in the insured vehicle and was in working order at the time of the loss;
- (b) the anti-theft device was activated at the time of the loss.

Provided that, should the Insured not comply with all the points in (a) and (b) above, and regardless of anything to the contrary contained in the schedule, the first amount payable in the event of theft or hijack or will be 20% of the claim with a minimum of R5,000.



# ELECTRONIC EQUIPMENT SECTION

**Note:** This schedule is to be read in conjunction with the Electronic Equipment Section wording version number 002/09/2023, as well as the General Section wording version number 010/10/2025.

## SECTION INFORMATION

### GENERAL COVER

Claims preparation costs	Included
• <b>Insured amount</b>	<b>R25,000</b>

### SECTION CLAUSES AND EXTENSIONS

Capital additions and currency fluctuations	Included
• <b>Insured amount (%)</b>	<b>25%</b>
Clearance costs	Included
• <b>Insured amount (% of claim)</b>	<b>20%</b>
Express delivery and overtime	Included
• <b>Insured amount (%)</b>	<b>50%</b>
Fire extinguishing charges	Included
• <b>Insured value</b>	<b>As per policy wording</b>
Incompatibility cover	Included
• <b>Insured amount (maximum)</b>	<b>R35,000</b>
• <b>Insured amount (%)</b>	<b>25%</b>
Professional fees	Included
• <b>Insured amount (% of claim)</b>	<b>20%</b>

### SECTION CONDITIONS (in addition to any compulsory conditions contained in the policy wording)

Data back-up	Applicable
First amount payable all claims	Applicable
• <b>First amount payable:% of claim</b>	<b>10%</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
• <b>First amount payable:% of claim (lightning strike)</b>	<b>10%</b>
• <b>First amount payable:Minimum amount (lightning strike)</b>	<b>R1,000</b>
• <b>First amount payable:% of claim (Power surge)</b>	<b>10%</b>
• <b>First amount payable:Minimum amount (Power surge)</b>	<b>R5,000</b>
• <b>First amount payable:% of claim (Theft)</b>	<b>10%</b>
• <b>First amount payable:Minimum amount (Theft)</b>	<b>R1,000</b>

## PREMISES INFORMATION

1: 4 NAPIER ROAD, ERF 169 & 174, ST FRANCIS BAY 6312

### SUB-SECTION A - MATERIAL DAMAGE COVER INFORMATION

#### INSURED EQUIPMENT AT THIS PREMISES

Building: Building 1

#### ITEM COVER

Insured equipment: Other PC's or electronic equipment in administration offices

PC ITEM NUMBER: 1

BP ITEM NUMBER: 6

Sasria: Included

• <b>Insured amount (total of all property insured)</b>	<b>R6,000</b>
• <b>First amount payable:% of claim</b>	<b>10%</b>
• <b>First amount payable:Minimum amount</b>	<b>R500</b>
• <b>First amount payable:% of claim (lightning strike)</b>	<b>10%</b>
• <b>First amount payable:Minimum amount (lightning strike)</b>	<b>R1,000</b>
• <b>First amount payable:% of claim (Theft)</b>	<b>10%</b>
• <b>First amount payable:Minimum amount (Theft)</b>	<b>R500</b>
• <b>Theft (non-forcible entry into an unattended vehicle)</b>	<b>Not included</b>
• <b>Cover restricted to the Insured Building</b>	<b>No</b>

#### Schedule of insured equipment for this item

Description	Make	Model	Serial number	Insured amount
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PENTIUM COMPUTER, MONITOR ANDHARD DRIVE	INTEL	PROVIDE	PROVIDE	R6,000
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**ITEM CLAUSES AND EXTENSIONS**

Riot and strike (other than RSA and Namibia)	Not included
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**ADDITIONAL INFORMATION ON THIS ITEM**

PENTIUM COMPUTER, MONITOR AND HARD DRIVE :DESKTOP2.3 INTEL SKYLAKE DUAL CORE PENTIUM 3.3HGZR6850 00000207.1  
 MONITOR MECER 21.5 INCH LED VGA AND HDMIR2050 YODAT035 HDMI CABLE 3M EQUIPR150 00000228 HARD DRIVE TOSHIBA  
 EXT (1TB) 2.5 USB 3.0 R1000 Serial Numbers Computer - VGA22561801250197 CPU - WWTMG030317470643 External hard drive  
 Y7LCTM54TOZF

**CLAUSE, CONDITION, EXTENSION AND EXCLUSION WORDINGS**

The following clause, condition, extension and exclusion wordings are applicable in addition to those contained in the policy wording:

**CONDITION: DATA BACK-UP**

**Cover under Reinstatement of data of sub-section B is conditional on the Insured at least weekly making backups of the insured data onto removable data media and storing it in a waterproof and fireproof environment away from magnetic fields.**



# COMMERCIAL UMBRELLA LIABILITY SECTION

**Note:** This schedule is to be read in conjunction with the Commercial Umbrella Liability Section wording version number 002/11/2021, as well as the General Section wording version number 010/10/2025.

## SECTION INFORMATION

### GENERAL COVER

Commercial umbrella liability	Included
• <b>Limit of indemnity (per event)</b>	<b>R50,000,000</b>
• <b>Limit of indemnity (per period of insurance)</b>	<b>As per policy wording</b>
• <b>Basis 1: Excess layer protection</b>	<b>Included</b>
• <b>Basis 2: Difference in conditions protection</b>	<b>Included</b>
• <b>Basis 3: Additional risks protection</b>	<b>Included</b>



# SUMMARY: PREMIUM DETAILS

**Note:** This premium detail schedule is provided purely to provide more information on premium charges. This schedule is not to be used to try and determine the cover provided or excluded or any conditions or exclusions that apply - to determine the full extent of cover provided or excluded reference must always be made to the relevant section schedules and policy wordings.

PROPERTY DAMAGE SECTION		INSURED AMOUNT	MONTHLY PREMIUM
<b>Section level cover</b>			
• Liability		R1,000,000	R2.07
<b>Premises level cover</b>			
<b>PREMISES: 1: 4 NAPIER ROAD, ERF 169 &amp; 174, ST FRANCIS BAY 6312</b>			
• Power surge		R50,000	R62.50
<b>Building's level cover</b>			
<b>Basis:</b> Specific building			
<b>Buildings:</b> Building 1			
• Building		R15,721,545	R12,480.23
• Contents		R1,063,889	R2,779.27
• Water receptacles (Geysers, water containers, water tanks, water apparatus or water pipes)	Various as per schedule		R125.72
<b>TOTAL PREMIUM FOR THIS SECTION</b>			<b>R15,449.79</b>

BUSINESS INTERRUPTION SECTION		INSURED AMOUNT	MONTHLY PREMIUM
<b>Section level cover</b>			
<b>Premises:</b> 1: 4 Napier Road, Erf 169 & 174, St Francis Bay 6312			
<b>Item level cover</b>			
• Auxiliary power failure		-	R64.02
• Contingent Business Interruption (CBI)		R500,000	R1.37
• Public telecommunications - insured perils		R500,000	R1.81
• Public utilities - insured perils		R500,000	R1.81
• Revenue/Fees		R2,000,000	R853.55
<b>TOTAL PREMIUM FOR THIS SECTION</b>			<b>R922.56</b>

LIABILITY SECTION		INSURED AMOUNT	MONTHLY PREMIUM
<b>Section level cover</b>			
<b>Item level cover</b>			
• General Liability	Various as per schedule		R135.74
• Statutory legal defence costs	Various as per schedule		R4.31
• Wrongful arrest and defamation	Various as per schedule		R4.61
<b>TOTAL PREMIUM FOR THIS SECTION</b>			<b>R144.66</b>

MOTOR GENERAL SECTION		INSURED AMOUNT	MONTHLY PREMIUM
• Claims preparation costs		R25,000	R6.25
<b>TOTAL PREMIUM FOR THIS SECTION</b>			<b>R6.25</b>

MOTOR SPECIFIED VEHICLES SECTION							INSURED AMOUNT	MONTHLY PREMIUM
PC item no	BP item no	Year	Make	Model	Registration number	Cover		
1	1	2019	FORD	EVEREST 3.2 TDCi XLT 4X4 A/T	JJS449EC	1	R448,400	R855.99
• Sub-section 1 - Extensions							Various as per schedule	R25.32
• Sub-section 2 - Liability to third parties							R2,500,000	R38.97
• Sub-section 2 - Extensions							Various as per schedule	R12.35
• Sub-section 3 - Insured vehicle occupants							Various as per schedule	R0.48
<b>Total premium for this vehicle</b>								<b>R933.11</b>
<b>TOTAL PREMIUM FOR THIS SECTION</b>								<b>R933.11</b>



<b>ELECTRONIC EQUIPMENT SECTION</b>				<b>INSURED AMOUNT</b>	<b>MONTHLY PREMIUM</b>
<b>Section level cover</b>					
<b>Premises level cover</b>					
<b>PREMISES: 1: 4 NAPIER ROAD, ERF 169 &amp; 174, ST FRANCIS BAY 6312</b>					
<b>Subsection A - Material damage</b>					
<b>Building: 1: Building 1</b>					
<b>PC Item Number: 1 / BP Item Number: 6</b>					
• Insured equipment: Other PC's or electronic equipment in administration offices				R6,000	R13.67
<b>Schedule of insured equipment for this item</b>					
<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Serial number</b>		
PENTIUM COMPUTER, MONITOR ANDHARD DRIVE	INTEL	PROVIDE	PROVIDE	R6,000	
<b>TOTAL PREMIUM FOR THIS SECTION</b>					<b>R13.67</b>
<b>COMMERCIAL UMBRELLA LIABILITY SECTION</b>				<b>INSURED AMOUNT</b>	<b>MONTHLY PREMIUM</b>
Commercial Umbrella Liability				Various as per schedule	R144.38
<b>TOTAL PREMIUM FOR THIS SECTION</b>					<b>R144.38</b>
<b>TOTAL PREMIUM FOR THIS POLICY</b>					<b>R17,614.42</b>



# ADDITIONAL INFORMATION FOR POLICYHOLDERS

## FRAUD

If you become aware of any irregularity regarding any policy (regardless of the insurer), you can call the Santam Fraudline on **0860 600 767** (South Africa) or **0800 002 020** (Namibia) where your call will be treated in confidence.

## CLAIMS

Your broker or Santam's 24/7 emergency and claims helpline at **0860 505 911** will be able to assist you in lodging a claim. It is important that claims are reported as soon as possible and full details thereof within 30 days.

## SANTAM FSP LICENCE NUMBER: 3416

Santam is authorised to provide financial advisory and intermediary services in respect of Commercial and Personal lines short-term insurance and a licensed non-life insurer and controlling company for its group companies.

## PROFESSIONAL INDEMNITY COVER

Santam has professional indemnity insurance.

## CONFLICT OF INTEREST MANAGEMENT POLICY

Santam has a management policy which regulates conflicts of interest when rendering financial services. For details visit our website at [www.santam.co.za](http://www.santam.co.za)

<b>PARTICULARS OF SANTAM</b>	<b>COMPLIANCE SERVICE</b>
<b>FSP licence number:</b> 3416	If you would like to lodge any complaint regarding Santam or your intermediary's duty to disclose, you can contact the compliance office:
<b>VAT number:</b> 4440102095	<b>Postal address:</b> The Compliance Department, PO Box 3881, Tyger Valley, 7536
<b>Physical address:</b> No. 1, Sportica Crescent, Tyger Valley, Bellville, 7530	<b>E-mail:</b> <a href="mailto:SantamGroupCompliance@santam.co.za">SantamGroupCompliance@santam.co.za</a>
<b>Postal address:</b> PO Box 3881, Tyger Valley, 7536	<b>CLIENT CARE</b>
<b>Telephone:</b> (021) 915 7000	If you have any complaint or compliment, you can contact our Client Care office:
<b>E-mail:</b> <a href="mailto:contactus@santam.co.za">contactus@santam.co.za</a>	<b>Telephone:</b> 0860 102 725
<b>Website:</b> <a href="http://www.santam.co.za">www.santam.co.za</a>	<b>E-mail:</b> <a href="mailto:complaints@santam.co.za">complaints@santam.co.za</a>
<b>PARTICULARS OF NATIONAL FINANCIAL OMBUD SCHEME SOUTH AFRICA (NFOSA)</b>	<b>INTERNAL ARBITRATOR</b>
<b>Physical address:</b> <b>Johannesburg:</b> 110 Oxford Road, Houghton Estate, Johannesburg, Gauteng, 2198	The Internal Arbitrator (IA) is appointed to provide impartial adjudication of any complaints escalated to his/her office. Should any complaint regarding your premium, policy, or claim not be resolved to your satisfaction, please write to the Internal Arbitrator:
<b>Cape Town:</b> Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Western Province, 7700	<b>E-mail:</b> <a href="mailto:internal.arbitrator@santam.co.za">internal.arbitrator@santam.co.za</a>
<b>Telephone:</b> 0860 800 900	<b>PARTICULARS OF YOUR INTERMEDIARY</b>
<b>WhatsApp number:</b> 066 473 0157	<b>Name:</b> PWM BESTUURSKONSULTANTE (PTY) LTD Willem Kriel
<b>E-mail:</b> <a href="mailto:info@nfosa.co.za">info@nfosa.co.za</a>	<b>Nearest office:</b> The Village Centre, 139 St Francis Drive, 6312
<b>Website:</b> <a href="http://www.nfosa.co.za">www.nfosa.co.za</a>	<b>Postal address:</b> Postnet Suite 200, Private Bag X3, 6312
<b>PARTICULARS OF FINANCIAL SECTOR CONDUCT AUTHORITY</b>	<b>Telephone:</b> (042) 294 0609
<b>Postal address:</b> PO Box 35655, Menlo Park, 0102	<b>Fax:</b> (042) 294 0305
<b>Telephone:</b> (012) 428 8000 / 0800 20 37 22	<b>E-mail:</b> <a href="mailto:info@wkwkrielsbrokers.co.za">info@wkwkrielsbrokers.co.za</a>
<b>Website:</b> <a href="http://www.fsca.co.za">www.fsca.co.za</a>	<b>INTERMEDIARY HEAD OFFICE INFORMATION</b>
<b>PARTICULARS OF FAIS OMBUDSMAN</b>	<b>FSP licence number:</b> 31418
<b>Physical address:</b> <b>Menlyn Central Office Building:</b> 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010	<b>Physical address:</b> 2a Waterfront Business Park Building 5, 1 Pommern Street, Humeral, 6001
<b>Postal address:</b> PO Box 41, Menlyn Park, 0063	<b>Postal address:</b> 2a Waterfront Business Park Building 5, 1 Pommern Street, Humeral, 6001
<b>Telephone:</b> (012) 762 5000	<b>Telephone:</b> (041) 582 3034
<b>Sharecall:</b> 086 066 3274	<b>Fax:</b> (041) 582 3038
<b>E-mail:</b> <a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>	<b>E-mail:</b> <a href="mailto:maryke@pwmfb.co.za">maryke@pwmfb.co.za</a>
<b>Website:</b> <a href="http://www.faisombud.co.za">www.faisombud.co.za</a>	<b>Legal status:</b> Private Company (MF Code A)
<b>PARTICULARS OF Sasria SOC LTD</b>	<b>Associated company:</b> No
<b>Postal address:</b> PO Box 653367, Benmore, 2010	<b>Authorised lines of business:</b> Commercial lines and Personal lines
<b>Telephone:</b> (011) 214 0800 / (086) 172 7742	<b>More than 10% share interest in Santam:</b> No
<b>Fax:</b> (011) 214 0800 / (086) 172 7329	<b>Professional indemnity cover:</b> Yes
<b>E-mail:</b> <a href="mailto:contactus@sasria.co.za">contactus@sasria.co.za</a>	<b>Receive more than 30% of total commission and income from Santam:</b> No
<b>Website:</b> <a href="http://www.sasria.co.za">www.sasria.co.za</a>	<b>PARTICULARS OF THE INFORMATION REGULATOR</b>
<b>VAT registration number:</b> 4140119340	<b>Telephone:</b> (012) 406 4818
<b>Sasria fraudline:</b> 0800 212 676	<b>E-mail:</b> <a href="mailto:info@foreg@justice.gov.za">info@foreg@justice.gov.za</a>
<b>FSP licence number:</b> 39117	<b>Website:</b> <a href="http://www.justice.gov.za/info@foreg/index.html">http://www.justice.gov.za/info@foreg/index.html</a>



# GENERAL SECTION

**Subject to the terms, exclusions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium** by or on behalf of the Insured and receipt thereof by or on behalf of the 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 of this policy **up to the insured amounts, limits of indemnity, compensation and other amounts specified.**

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

## GENERAL DEFINITIONS

In this policy, unless a more specific definition exists or the surrounding context requires the ordinary meaning of the word to be used, the following shall mean:

**Bed and breakfast:** An informal establishment which is owner managed from a private home and offers accommodation of not more than 20 guest bedrooms. The owner manager lives in the private home or in a private home on the same property. Breakfast is made available to guests. No self-catering facilities are available to guests unless such facilities are in the owner manager's personal kitchen.

**Business:** shall mean and be restricted to that stated in the schedule.

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

**Defined event:** shall mean the basic insurance cover offered under each section as modified by extensions, conditions and exclusions.

**Disability Event:** shall mean any event resulting in –

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to –
  - (i) continue their employment or own occupation, profession or trade;
  - (ii) participate in any employment, occupation, profession or trade that is reasonably suitable for that person given, amongst other matters, their education, skills, experience or age; or
  - (iii) carry on the functions required for normal activities of life.

**Electricity grid failure or interruption:** shall mean a total or partial interruption, interference, suspension, blackout, failure, of any electricity supply affecting the whole of or any area larger than the Municipality (be it local, district or metropolitan) within which any premises of the Insured is located.

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

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

**First amount payable:** shall mean the first portion of every loss, damage or liability which shall remain an uninsured amount payable by the Insured in respect of each and every claim.

**Guesthouse:** A commercial undertaking which is owner managed and offers accommodation of not more than 20 guest bedrooms, with breakfast and/or dinner made available to guests. The owner manager must live on the insured premises. No self-catering facilities are available to guests unless it is in the owner manager's personal kitchen.

**Health Event:** shall mean an event relating to the health of the mind or body of a person or an unborn, other than a disability event.

**Insured:** shall mean the person or entity stated in the schedule. If the Insured is a Company, trust or close corporation the Insured shall be deemed to include the directors, trustees or members permanently residing on the insured premises including their spouse and any other family member or spouse's family member normally residing with the Insured.

**Insured amount:** shall mean the amount selected by the Insured or any limitation imposed by the Company and reflected in the policy schedule as representing the maximum liability of the Company inclusive of Value Added Tax in the event of a claim for that particular insured event or item but reducible by any applicable first amounts payable, terms, conditions and exclusions. This maximum can be for any one loss, for any number of losses arising out of one event, for any number of losses during any one period of insurance or otherwise as indicated in the policy wordings or schedules. Some sections may refer to the "limit of indemnity" or "compensation" and use of such words shall have the same meaning as "insured amount" where the context so implies.

**Municipality:** shall mean the "metropolitan municipalities" and "district municipalities" and the "local municipalities", as defined by the Local Government: Municipal Structures Act 117 of 1998.

**Power surge:** shall mean a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the supply of electricity.

## POLICY INTERPRETATION

This policy is to be interpreted as follows:

1. **Sections:** Unless one section specifically makes reference to another section in the wording, each section has been drafted as a separate standalone section and must be read and interpreted as such. One section must not be used in an attempt to interpret the intended cover under another section. The General section however applies to the entire policy and must be read in conjunction with each of the other sections when interpreting such sections. Any General Definition, Exclusion, Condition or Provision as contained in this general section shall apply to all of the more specific sections unless specifically indicated as deleted, amended or replaced in such more specific section.
2. **Policy wording and policy schedule:** The Company will provide the Insured with a policy wording and a policy schedule as evidence of the insurance contract and the terms, conditions, exclusions and limitations of the insurance protection provided. The schedule (and any endorsements thereto), the policy wording and any communications from the Company are to be read together to determine the cover provided or excluded. If there is inconsistency between the policy schedule and the policy wording then the policy schedule is deemed to override the policy wording. The policy schedules will make reference to the version of the policy wording that is in force at any point in time.
3. **Meaning of words:** Any word or expression to which a specific meaning has been given in the policy schedules, any endorsement thereto or the policy wording shall bear such meaning wherever it may appear.
4. **Included / not included:** The schedule will indicate whether an insured peril or an Extension has been selected to be insured by the use of the word "included" or where no cover has been selected to be in force by the words "not included".
5. **Extensions:** Some extensions will have their own insured amounts or first amounts payable and these will be stated in the schedule. These amounts will apply irrespective whether the extension wording refers to such amounts or not. The cover provided under all extensions will be subject to the terms, conditions, exclusions and limitations otherwise contained in the policy unless such extension specifically indicates that such term, condition, exclusion or limitation has been cancelled, deleted or amended by the extension.
6. **Section, premises, building or item level cover:** The schedules of the various sections may reflect the cover provided (being cover, exclusions, conditions, clauses and extensions) separately at these different levels. Where so reflected, with the exception of first amounts payable, the following interpretation approach is to apply:
  - 6.1. **Section cover information:** Cover, exclusions, conditions, clauses and extensions reflected under this heading on the schedule as being included or applicable shall apply to the entire section.
  - 6.2. **Premises cover information under a section:** Cover, exclusions, conditions, clauses and extensions reflected under this heading on the schedule as being included or applicable shall apply to all cover provided for the specific named or reflected premises only. The absence of repeating section level cover, exclusions, conditions, clauses and extensions under the specific premises shall not be interpreted to mean that they have been deleted.
  - 6.3. **Building or item cover information under a premises or section:** Cover, exclusions, conditions, clauses and extensions reflected under this heading on the schedule as being included or applicable shall apply to all cover provided for the specific named or reflected building or item only. The absence of repeating section or premises level cover, exclusions, conditions, clauses and extensions under the specific building or item shall not be interpreted to mean that they have been deleted.
7. **First amounts payable:** To determine the applicable first amount payable, unless specifically indicated to the contrary, the following approach is to apply:
  - 7.1. **Section level first amount payable:** Any first amount payable if reflected in the schedule at a section level shall apply to all such claims payable under the section unless there is a more specific first amount payable reflected as set out in 7.2 to 7.4 below in which case such more specific first amount payable shall apply instead.
  - 7.2. **Premises first amount payable:** Any first amount payable if reflected in the schedule at a premises level shall apply to all such claims payable for the cover under the reflected premises:
    - and shall replace the first amount payable reflected at a section level but the absence of a first amount payable being reflected in the schedule for the premises shall not be interpreted to mean that any reflected section level first amount payable is deleted.
    - unless there is a more specific first amount payable reflected as set out in 7.3 and 7.4 below.
  - 7.3. **Building or item first amount payable:** Any first amount payable if reflected in the schedule for a specific building or item shall apply to all such claims payable for the cover under the reflected building or item:
    - and shall replace the first amount payable reflected at a premises or section level but the absence of a first amount payable being reflected in the schedule for the building or item shall not be interpreted to mean that any reflected premises or section level first amount payable is deleted.
    - unless there is a more specific first amount payable reflected as set out in 7.4 below.
  - 7.4. **Specific insured peril, clause or extension first amount payable:** Any first amount payable if reflected in the schedule for a specific insured peril, clause or extension shall apply to all such claims payable for the cover under the reflected insured peril, clause or extension and shall replace the first amount payable reflected at a building, item, premises or section level but the absence of a first amount payable reflected in the schedule for the insured peril, clause or extension shall not be interpreted to mean that any reflected building, item, premises or section level first amount payable is deleted.



- 8 **Text appearing in bold and blue:** In an effort to assist with the easy identification of policy Exclusions and limitations to cover, these have been highlighted in **bold and blue** in the policy wording. This action by the Company and any interpretation thereof is subject to the following:
- 8.1. Where only the limitation or exclusion portion of a larger sentence or paragraph has been highlighted, such highlighted portion must not be interpreted in isolation but must be read in conjunction with, and in the context of the remainder of the sentence or paragraph.
  - 8.2. Any such highlighted portion does not in any respect, assume any higher degree of importance than the balance of the policy wording when determining the extent of cover and all terms, conditions, Exclusions, warranties or compliance obligations placed on the Insured in the policy wording or schedules whether highlighted or not, remain of full and equal effect.

## GENERAL EXCLUSIONS

### 1. War, riot and terrorism

- (A) **This Policy does not insure any loss or damage or expense of any nature directly or indirectly arising out of, related to, or caused by:**
- (i) **civil commotion, labour disturbances, riot (political and non-political), strike (legal and illegal), lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;**
  - (ii) **any act or activity of looting committed as part of the acts of riots (political and non-political); strikes (legal and illegal); lockout; public disorder; civil commotion; labour disturbance; xenophobia or Afrophobia acts;**
  - (iii) **war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;**
  - (iv) **(a) mutiny, popular uprising, 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;**  
**(b) insurrection, rebellion or revolution, coup;**
  - (v) **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;**
  - (vi) **any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;**
  - (vii) **any attempt to perform any act referred to in clause (v) or (vi) above;**
  - (viii) **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), (vi) or (vii) above.**

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

### 2. Nuclear (not applicable to Fidelity and Group Personal Accident sections)

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

- 2.1. **ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;**
- 2.2. **nuclear material, nuclear fission or fusion, nuclear radiation;**
- 2.3. **nuclear explosives or any nuclear weapon;**
- 2.4. **nuclear waste in whatever form;**



regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

### 3. Computer losses

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

- 3.1. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- 3.2. any legal liability of whatsoever nature;
- 3.3. any consequential loss;

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

1. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
2. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data in regard to or in connection with any such date, or
3. to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
4. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

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

This exclusion shall not apply to:

1. loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, storm, wind, water, hail, snow, aircraft or other aerial devices dropped therefrom, impact by animals, trees, aerials, satellite dishes or vehicles;
2. the Glass, Employer's Liability, Group Personal Accident or Motor sections;
3. consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in 1 above;

provided that 1, 2 and 3 above:

1. will not insure any loss, destruction, damage or consequential loss if such loss is not indicated as an included peril, extension or section in this policy;
2. will not insure any loss, destruction, damage or consequential loss if such loss would not have been insured in the absence of this Computer Losses General exclusion or points 1, 2 or 3 above;
3. shall not apply to any Public Liability indemnity.

### 4. Asbestos (Applicable to the Public Liability and Employers' Liability sections and Liability of the Buildings Combined section)

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a General Exclusion, 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.

### 5. Sanctions

The Company will not be liable for the provision of any cover, the payment of any claim or the provision of any benefit under this policy, to the extent that the provision of such cover, payment of such claim or provision of any benefit by the Company that would expose the Company to any sanction, prohibition or restriction under any United Nations resolutions, the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, the United States of America, South Africa or any other sanctions applicable to the Company or our reinsurers irrespective of enactment in the jurisdiction where the indemnity or benefit is provided or payment made.

### 6. Cyber

Notwithstanding any provision to the contrary in this policy or any endorsement thereto, the insurance provided by this policy excludes any 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



1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
2. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

or any action taken in controlling, preventing, suppressing or remediating points 1 or 2 above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Any loss, damage, liability, claim, cost, 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, shall not be recoverable under this policy, nor shall it be considered to be physical loss or damage for the purposes of this exclusion or any other section of this policy.

Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured and/or Business Interruption Loss directly resulting therefrom where such physical damage is caused by any of the following insured perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

If the insurer alleges that by reason of this exclusion, any loss, damage, liability, claim, cost, expense is not covered by this policy, the burden of proving the contrary will fall to the insured.

#### Definitions

**Computer System** means –

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Data** means –

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Business Interruption Loss** means –

business interruption only **and excludes contingent business interruption or other consequential losses.**

#### 7. Compensation for Occupational Injuries and Diseases Act or similar legislation exclusion (not applicable to the Employers Liability section)

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a General Exclusion, 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, any benefit that could be payable under the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (as amended) or any similar legislation.

This exclusion applies regardless of whether the applicable legislative Fund is unable or incapable of paying compensation, or whether or not such compensation has been claimed, paid or received in terms of the relevant Acts.

#### 8. Sexual assault and molestation

The company shall not be liable for liability arising out of or in connection with sexual molestation in any form, be that sexual harassment; sexual assault; rape; or any other form whatsoever; howsoever that molestation might occur and irrespective the identity or occupation of the perpetrator or perpetrators.

#### 9. Electricity grid failure or interruption

Notwithstanding any provision to the contrary in this policy or any endorsement thereto, the insurance provided by this policy **excludes any loss, damage, liability, cost or expense of whatsoever nature, including any consequential losses in terms of any section of this policy, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Electricity grid failure or interruption, or the resumption of power thereafter.**

##### Power surge cover

Notwithstanding the Electricity grid failure or interruption exclusion, this policy will cover loss or damage caused by power surge as provided for under any section of this policy, provided that this cover **will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.**

#### 10. Infectious or contagious disease

Notwithstanding any provision of this policy (or any section thereof) including any exclusion, exception, insured peril, extension of other provision not mentioned herein which would otherwise override a general exclusion, this policy does not cover death, injury, sickness, loss, damage, cost or expense whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of:

1. any infectious or contagious disease (of whatsoever nature or cause);
2. any indication, fears or threat of a possible infectious or contagious disease (of whatsoever nature or cause);

irrespective:



- i) of where in the world such disease may exist or be feared to exist;
- ii) of whether or not a declaration by a local, regional or governmental authority including but not limited to the President of the country within which the policy was issued, that an infectious or contagious disease exists locally or in any area or nationally or constitutes or has given rise to a national state of disaster or emergency.

## GENERAL CONDITIONS

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

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

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

### 2. Other insurance

If, at the time of any event giving rise to a claim under this policy, insurance exists with any other insurer(s) 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 condition of average, shall be subject to average in like manner.**

### 3. 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 4.

### 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 (or after twelve consecutive months from the inception date or anniversary date if the premium is paid monthly), 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.

### 6. Claims

- 6.1 On the happening of any event which may result in a claim under this policy the Insured shall, at their own expense:
  - 6.1.1 give notice thereof to the Company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;
  - 6.1.2 as soon as practicable after the event inform the police of any claim involving theft or (if required by the Company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;
  - 6.1.3 as soon as practicable after the event submit to the Company full details in writing of any claim;
  - 6.1.4 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;
  - 6.1.5 give the Company such proof, information and sworn declarations as the Company may require.
- 6.2 **No claim** (other than a claim under the Business Interruption, Fidelity, or Group Personal Accident sections or the Personal Accident (assault) extension under the Money section, if applicable) **shall be payable after the expiry of 24 months or such further time as the Company may allow from the happening of any event** unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.
- 6.3 **No claim shall be payable unless the Insured claims payment by serving legal process on the Company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.**
- 6.4 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

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



- 7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Company to do so. **The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not;**
- 7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. **No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Company.**
- 7.2 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.
- 7.3 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. 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.**

## 9. Reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any section where it is stated to be not applicable)

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

## 10. 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.**

## 11. 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 of the Insured shall in every case be a full discharge to the Company.**

## 12. Collective insurances

If this insurance is a collective insurance then the following amendment is made to General condition 6.1.4 above:

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

and General condition 7 is substituted by the following:

"7. Company's rights after an event

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



**13. Amendment by the Company to the cover provided or terms charged**

The Company may improve the cover or the terms charged under this policy without providing prior notice of such change provided such change is to the benefit of the Insured. Other amendments required by the Company will be implemented:

- 13.1 mainly at the annual renewal/anniversary date; or
- 13.2 by exception, at any other time by giving 31 days' notice in writing of the Company's intent to do so.

**14. Continuation of cover (where premium is payable by bank debit order or by transmission account)**

The premium is due in advance as stated in the Premium Payment General Provision but notwithstanding this, where premium is payable by a bank debit order:

- 14.1 If the premium is not paid to the Company upon request (on submission of the debit order against the payer's bank account) then the Insured will still have cover for the month for which no premium has been received, **unless the premium has been deliberately stopped by the Insured in which case the policy will be cancelled with immediate effect and no cover will be in place.** Where the premium has not deliberately been stopped, the premium is therefore still due to the Company and can be settled in the form of an electronic funds transfer (EFT) or digital payment.
- 14.2 At the next request for payment two debit orders will be submitted (if the outstanding premium has not been settled in the form of an electronic funds transfer (EFT) or digital payment); the unpaid one, as well as the one for the new month. If any debit order is paid, this money will be used to settle the original outstanding premium.
- 14.3 **When an event occurs which results in a claim during the month for which the premium has not been paid, the Insured will be required to first settle the outstanding premium before the claim can be processed.**
- 14.4 **If the premium for two consecutive months (on submission of two debit orders) is not paid, then the policy will be cancelled with retrospective effect from midnight on the last day to where the Company had received premium.** No further request for premium payment will be made.
- 14.5 If the premium is paid annually in advance by means of one debit order and that debit order is returned unpaid, then the Insured will continue to have cover for one further month. The debit order for the outstanding premium will be requested again in the following month. If it is again unpaid, **the policy will be cancelled from the inception date if the policy is a new policy or from the renewal date to which the unpaid premium relates.**

**15. Period of grace for the payment of premiums**

Except as provided for in 14 above, cover under this policy is subject to the prior payment of the premium by or on behalf of the Insured and receipt thereof by or on behalf of the Company. If the Insured is a policyholder that falls under the protection offered by the Policyholder Protection Rules (as made under section 55 of the Short-term Insurance Act of 1998), the Insured is hereby provided with a 15 day period of grace in which to pay any premiums due provided that:

- 15.1 this 15 day premium payment grace period shall not apply over and above any extended period as provided for in 14 above (the Insured shall benefit either under 14 above or in terms of this condition – whichever is more beneficial to the Insured);
- 15.2 if a claim is submitted for an event that occurred after any premium due date but within this 15 day premium payment grace period, **the Insured will be required to first settle the outstanding premium before the claim can be processed;**
- 15.3 **if the agreed policy premium payment frequency is monthly and the policy is a new policy, the 15 day premium payment grace period shall only apply to premiums due from the second month of the currency of the policy.**

**16. POPIA: Protection of Personal Information Act, No 4 of 2013 (as amended)**

Disclosure and processing of Personal Information

In terms of the Protection of Personal Information Act, 4 of 2013, Personal Information provided and obtained is mandatory in order to issue this policy and is collected, held and processed to improve the service provided to the insured and to provide the insured with access to the company's services and products.

The company, our authorized agents, advisors, business partners and service providers/contractors may collect Personal Information from the insured directly, from the insured's usage of the company's products and services, from the insured's engagements and interactions with the company or from public sources, shared databases and third parties. Personal Information will not be shared with service providers that may be abroad unless where necessary or where required under certain conditions and where security measures are in place to protect the Personal Information.

The company may use the insured's information or obtain information about the insured for the following purposes:

- 16.1 Underwriting, assessing the risk, determining the premium and the policy terms
- 16.2 Assessment, investigation and processing of claims
- 16.3 Credit searches and/or verification of Personal Information
- 16.4 Claims checks
- 16.5 Fraud prevention and detection
- 16.6 Market research, statistical analysis and surveys
- 16.7 Audit & record keeping purposes
- 16.8 Verification of the insured's identity



16.9 To comply with an obligation imposed by any law on the company.

The Personal Information may also be shared with service providers engaged to process such information on the company's behalf or render services to the company. The company may collect, retain, process and verify the insured's Personal Information, insurance and/or claim information.

The insured acknowledges that any Personal Information collected may be stored in a shared database and used for any decision pertaining to the continuance of this policy or any claim submitted. The insured acknowledges and understands that any Personal Information may be given to any insurer or its agent and the company's authorized agents, advisors, business partners and service providers / contractors.

The Insured acknowledges that the information may be verified against legally recognized sources or databases.

The company will retain the Personal Information for so long as required or entitled by law, after the termination of this policy and as such, this consent clause will remain in force even after this policy has been terminated. The insured may request details of their Personal Information that is held by the company and the insured may also request that any errors be corrected.

To view the company's full privacy statement, please visit the company's website on [www.santam.co.za](http://www.santam.co.za)

### Definitions

Personal Information- means information relating to the insured as an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, such as, gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) e-mail and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities.

## GENERAL PROVISIONS

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

### 1. Payments on account

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

### 2. 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.**

### 3. Members

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

### 4. Cover 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.**

### 5. 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 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.

### 6. 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.

### 7. Security firms

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

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

### 8. Value Added Tax

Unless specifically stated to the contrary, all insured amounts, limits of cover and premiums reflected in this policy are inclusive of VAT at the current legislated VAT rate. First amounts payable are calculated based on the VAT inclusive claim but are not otherwise subject to VAT.



## GENERAL COVERS

### 1. Claims preparation costs (if stated as included in the schedule of each section)

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 the insured amounts stated in the schedule of each section.**

### 2. Locks and keys (if stated as included in the schedule)

In addition to any payment in respect of a defined event under this policy, the Company will, **subject to the insured amounts and first amounts payable stated in the General section schedule**, indemnify the Insured in respect of the cost of replacing locks, keys, access cards or remote control units to any building at the insured premises following upon the disappearance of any key, access card or remote control unit to such building(s) or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, card or remote control unit **provided that:**

- 2.1 **cover is restricted to buildings containing property of the Insured where such property is insured under any section of this policy for theft out of such buildings;**
- 2.2 **in respect of access cards or remote control units, cover is restricted to the reasonable costs of reprogramming of the access cards, remote control units or the system where it is not necessary to replace the access cards or remote control units.**

### 3. Removal of fallen trees (if stated as included in the schedule)

This policy is extended to include the costs of removing trees from the Insured's premises that have fallen due to a specific event involving fire, lightning, earthquake, weather, water, impact, malicious damage or subsidence and landslip whether such trees have caused damage to insured property or not, **provided that:**

- 3.1 **property belonging to the Insured is covered against such events under the Fire, Buildings Combined, Office Contents, Houseowners or Householders sections under this policy at the specific premises;**
- 3.2 **the cover provided hereunder shall not operate where such trees were dead prior to such event or were subject to prior rot, decay or disease affecting the strength and stability of the tree(s);**
- 3.3 where "per period of insurance" is reflected in the schedule and the policy is paid monthly by debit order, this shall mean for twelve consecutive months from the inception or anniversary date.

### 4. Security costs (if stated as included in the schedule)

The Company will pay **up to the insured amount stated in the General section schedule** for costs actually and necessarily incurred in employing security services to protect or attempt to protect the insured property following an insured event including the cost of boarding up or temporary repairs or repair of the burglar alarm system following such insured event **provided that such insured property is insured against theft under one or more sections under this policy.**

### 5. Trauma (if stated as included in the schedule)

The Company shall pay the amount stated in the schedule, not otherwise covered, for trauma treatment following a Disability Event by a registered professional counsellor if the Insured, a director, member or an employee of the Insured requires treatment due to hijacking or attempted hijacking, armed hold-up or as a result of violence or threat of violence during theft, or fire **provided that:**

- 5.1 **such counselling is restricted to counselling following hijacking or attempted hijacking, armed hold-up or as a result of violence or threat of violence during theft, or fire happening on the premises of the Insured or involving the property of the Insured and provided such property and premises are insured under one or more sections of this policy against these losses;**
- 5.2 **the liability of the Company shall not exceed per person or per event the insured amounts stated in the General section schedule.**

## GENERAL CLAUSE

### 1. Financial interest clause (applicable to the Fire, Buildings Combined, Office Contents, Theft, Money, Glass, Business All Risks, Accidental Damage, Motor Specified Vehicles, Houseowners, Machinery Breakdown, Electronic Equipment, Householders, Personal All Risks, Watercraft, Greens and Irrigation, Livestock and Game sections)

In the event that the financial interest of a third party has been noted on an item as reflected above in the schedule -

The Company will endeavour to:

1. notify such third party of relevant changes affecting the policy;
2. notify such third party of non-payment of premium during the duration of the finance agreement;
3. include such noted third party interest in any claims settlement process

**but the Company does not accept any liability for any error or omission in not complying with this undertaking and nothing herein shall increase the Company's maximum liability beyond the total amount otherwise payable under this section.**



# PROPERTY DAMAGE SECTION

## DEFINED EVENTS

- Damage to the whole or part of the Property** as described in the schedule, owned by the Insured or for which they are responsible by the insured perils reflected below but only if such perils are stated in the schedule as being included.
- Liability** (if stated as included in the schedule): Damages for 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.

## DEFINITIONS

**Property:** Unless otherwise agreed and noted in the schedule **shall be restricted to:**

- Buildings including all outbuildings thereto all constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos;
- Carports constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos;
- Sporting and recreational structures;
- The owner or the landlord's fixtures and fittings secured to the property described in 1, 2 and 3 above whilst therein and thereon;
- Walls (**except dam walls**), gates, gate motors, gate and fence posts, fences, water tanks and septic tanks;
- Concrete, tarred, stone (but not gravel) or paved surfaces but limited to roads, driveways, parking areas and pathways;
- The owner or landlord's fixtures and fittings secured to the property described in 5 and 6 above.
- Contents of the buildings (including all outbuildings thereto) as set out in point 1 above whilst in such buildings situated as stated in the schedule but excluding money and stamps;
- Plant and machinery pertaining to and associated with the property described in points 1, 2 and 3.

## INSURED PERILS (but only those perils stated as "included" in the schedule)

**Note: Some insured perils will have their own specific insured amounts stated in the schedule in which case such perils are subject to such stated insured amount. Other insured perils will not have their own specific insured amounts stated in the schedule in which case such insured perils will be subject to the insured amount of the item to which they relate in the schedule.**

**Fire** including damage caused by smoke arising directly out of such fire.

**Lightning or thunderbolt** including damage caused by power surges arising directly from such lightning strikes.

**Explosion.**

**Earthquake** whether arising from mining operations or otherwise and including damage caused by tidal waves or tsunamis arising directly from such earthquake.

**Weather and water.** For the purpose of this peril weather damage shall mean damage caused by storm, wind, water, hail or snow.

**This peril does not cover:**

- loss or damage to Property arising from its undergoing any process necessarily involving the use or application of water;**
- loss or damage to Property caused by tidal wave or tsunami originating from earthquake;**
- loss or damage to Property being retaining walls unless so described and specifically insured as a separate item in the schedule;**
- wear and tear or gradual deterioration;**
- loss or damage to Property caused or aggravated by subsidence or landslip;**
- loss or damage to Property caused or aggravated by the Insured's failure to take all reasonable precautions for the maintenance and safety of the Property insured and for the minimisation of any damage;**
- loss or damage to any structure not completely roofed unless so described and specifically insured as a separate item;**
- loss or damage to Property in the open (other than to buildings, structures or plant designed to exist or operate in the open) unless so described and specifically insured as a separate item.**

**Impact.** For the purposes of this peril impact shall mean impact by:

- aircraft and other aerial devices or articles dropped therefrom (including sonic shock waves or any other damage caused by aircraft);
- rocks, stones or boulders (**other than impact caused by landslip, the deliberate or wilful or wanton act of any person committed with the intention of causing such damage or impact by meteorites, asteroids or similar bodies entering the earth's atmosphere**);
- animals, trees, aerals, satellite dishes or vehicles **excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.**



**Malicious damage.** For the purposes of this peril malicious damage shall mean damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage **other than damage to:**

1. **movable Property which is**
  - 1.1 **stolen;**
  - 1.2 **damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;**
2. **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:**
  - 3.1 **the removal or partial removal or any attempt thereof; of**
  - 3.2 **the demolition or partial demolition or any attempt thereof of**  
the said immovable Property or any part thereof with the intention of stealing any part thereof;

provided this peril does not cover:

1. **damage related to or caused by fire or explosion;**
2. **consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;**
3. **damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;**
4. **damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;**
5. **damage related to or caused by any occurrence referred to in General exclusion 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 provisos 1 to 5 above, loss or damage is not covered by this peril, the burden of proving the contrary shall rest on the Insured.

**If any building(s) insured or containing insured Property becomes unoccupied for 30 consecutive days or more, during the initial 30 day unoccupancy period the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during 30 day unoccupancy period)".**

**If the unoccupancy period exceeds 30 consecutive days, this peril is suspended as regards the Property affected from day 31 unless the Insured before the occurrence of any malicious damage obtains the written agreement of the Company to continue with this peril. Any extension of cover and the terms shall be at the sole discretion of the Company. If the Company provides such written agreement to waive this suspension of cover, the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during any unoccupancy period exceeding 30 days)" for any loss occurring during any agreed extended period.**

**Theft (forcible and violent entry into or exit from).** Theft (or any attempt thereof) of building fixtures and fittings contained inside the buildings or outbuildings described in point 1 of the definition of Property **provided such theft is accompanied by forcible and violent entry into or exit** from such buildings.

This peril includes damage to:

1. such buildings following the forcible and violent entry or exit;
2. the property described in point 5 of the Property definition caused whilst first gaining access to the premises before breaking into the insured buildings or exiting thereafter.

**If any building(s) insured or containing insured Property becomes unoccupied for 30 consecutive days or more, during the initial 30 day unoccupancy period the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during 30 day unoccupancy period)".**

**If the unoccupancy period exceeds 30 consecutive days, this peril is suspended as regards the Property affected from day 31 unless the Insured before the occurrence of any theft obtains the written agreement of the Company to continue with this peril. Any extension of cover and the terms shall be at the sole discretion of the Company. If the Company provides such written agreement to waive this suspension of cover, the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during any unoccupancy period exceeding 30 days)" for any loss occurring during any agreed extended period.**

**Accidental damage – Sanitary ware.** Accidental damage to sanitary ware of the insured buildings including but not limited to baths, wash basins, sinks, lavatory pans, cisterns, pedestals and splash backs.

**Subsidence and landslip.** If in the schedule against this peril the type of cover is reflected as "extended" then this peril does not include:

1. **damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured as a separate item in the schedule indicating that this peril is included;**
2. **damage caused or attributable to faulty design or construction of, or the removal or weakening of support to any building situated at the insured premises;**
3. **damage caused or attributable to workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;**



4. damage caused or attributable to excavation on or under land other than excavations in the course of mining operations;
5. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

If in the schedule against this peril the type of cover is reflected as "limited" then this peril in addition to points 1 to 5 also does not include:

6. damage to screen walls, driveways, paving, swimming pool surrounds and tennis courts;
7. damage caused or attributable to contraction/ shrinkage and/or expansion of soil caused by the moistness/ dampness or moisture content of such soil as experienced in clay and other similar soils;
8. damage caused by or attributable to inadequate compaction of backfill.

In any action, suit or other proceeding where the Company alleges that, by reason of exclusions 1 to 8 any damage is not covered by this peril, the burden of proving the contrary shall be upon the Insured.

**Power surge** provided that **this peril does not cover power surges arising from lightning**. Notwithstanding the Electricity grid failure of interruption exclusion, this policy will cover loss of damage caused by power surge, provided that this cover **will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours**.

**Riot and strike (other than RSA and Namibia)**. For the purposes of this peril riot and strike shall mean damage directly occasioned by or through or in consequence of:

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

provided that this peril does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General exclusion 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 1 to 5 above, loss or damage is not covered by this peril, the burden of proving the contrary shall rest on the Insured.

**Theft of landlord's fixtures and fittings** being the property described in points 4 and 7 of the definition of Property.

In addition, this peril includes damage to the property described under points 1, 2, 3, 5 and 6 of the definition of Property caused:

1. whilst first gaining access to the premises, buildings or structures during such theft or whilst exiting thereafter;
2. in the process of detaching or removing the said fixtures and fittings from the Property it was secured to.

**If any building(s) insured or containing insured Property becomes unoccupied for 30 consecutive days or more, during the initial 30 day unoccupancy period the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during 30 day unoccupancy period)".**

**If the unoccupancy period exceeds 30 consecutive days, this peril is suspended as regards the Property affected from day 31 unless the Insured before the occurrence of any theft obtains the written agreement of the Company to continue with this peril. Any extension of cover and the terms shall be at the sole discretion of the Company. If the Company provides such written agreement to waive this suspension of cover, the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during any unoccupancy period exceeding 30 days)" for any loss occurring during any agreed extended period.**

**Accidental damage – Buildings**. Accidental damage to buildings **but excluding loss, destruction or damage caused by or resulting from:**

1. wear and tear;
2. depreciation;
3. electrical or mechanical breakdown;
4. rust, mildew, moth, vermin or insects;
5. scratching, denting or chipping;
6. the Insured's own domestic pets;
7. any gradually operating cause;
8. any process of dyeing, cleaning or renovating;



9. **the action of light or atmospheric conditions;**
10. **confiscation or detention by any process of law.**

**Accidental damage – Glass.** Accidental breakage of:

1. glass in windows, skylights, doors, fanlights and verandas;
2. mirror glass

forming fixed parts of the insured building(s).

**Accidental damage – Glass of stoves and ovens.** Accidental damage to glass forming part of any stove or oven being a built in fixture of the insured buildings.

**Accidental damage - Household goods and appliances.** Accidental damage to household electrical and gas appliances including air conditioning units, burglar alarms and built-in stoves.

**Accidental damage – Machinery.** Sudden and unforeseen accidental damage to the machinery of swimming pools, Jacuzzis, boreholes (excluding windmills), saunas, sprinkle irrigation systems, electric gates and garage doors **but excluding damage caused by or arising from wear and tear or gradual deterioration.**

**Accidental damage - Aerials, masts and satellite dishes.** Accidental damage to aerials, masts (including lightning masts) and satellite dishes.

**Contamination of fish stock.** The definition of property is extended to include fish stock and the Company will pay for the death of such fish stock (**other than Koi**) in the Insured's dams following water pollution or contamination from chemicals or waste.

**Damage to buildings not insured on this policy (following theft of contents).** If there is damage to the building (including landlord's fixtures and fittings therein and thereon) stated in the schedule caused by or arising from theft or any attempt thereof of contents (as described under insured peril "Theft of contents (forcible and violent entry into or exit from)" below) and such building is not insured under this policy, the Company will pay for such damage **up to the insured amount, provided that such theft or attempted theft is accompanied by actual forcible and violent entry into or exit from the building.**

If any building(s) containing insured Property becomes unoccupied for 30 consecutive days or more, during the initial 30 day unoccupancy period the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during 30 day unoccupancy period)".

If the unoccupancy period exceeds 30 consecutive days, this peril is suspended as regards the Property affected from day 31 unless the Insured before the occurrence of any damage obtains the written agreement of the Company to continue with this peril. Any extension of cover and the terms shall be at the sole discretion of the Company. If the Company provides such written agreement to waive this suspension of cover, the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during any unoccupancy period exceeding 30 days)" for any loss occurring during any agreed extended period.

**Deterioration of food - all risks.** The Company will pay for accidental deterioration of food from any cause **but excluding:**

1. **damage as a result of the deliberate withholding of power by a supply authority;**
2. **consequential loss.**

**External signs, blinds and canopies** (if stated as included in the schedule)

Damage to:

1. external signs, blinds, canopies and signposts being property of the Insured or for which he is responsible attached to and forming part of the insured buildings or carports but constructed of a material other than that in points 1 and 2 of the definition of Property;
2. external signs, blinds, canopies and signposts constructed of any material being property of the Insured or for which he is responsible attached to and forming part of the buildings or carports on the premises (where the Insured is a tenant and the buildings are not insured by the tenant);
3. external signs, blinds, canopies and signposts being property of the Insured or for which he is responsible within the Insured's premises but not attached to or forming part of the insured buildings or carports and constructed of any material;
4. signs and signposts being property of the Insured or for which he is responsible constructed of any material advertising the insured establishment and situated on the Insured's pavement or elsewhere than on the insured premises;

by any insured peril that is reflected as included under an insured building (or in the case where the insured is a tenant and the buildings are not insured - by any insured peril that is reflected as included under the insured contents) at the particular premises on the schedule.

**Leakage of beverages** from fixed installations including the resultant loss of the beverages.

**Leakage of oils and chemicals** (in the form of liquids, fluids, gases or fumes) from tanks, pipes or apparatus **but excluding loss or damage as a result of leakage due to wear and tear or other gradually operating causes of the tanks, pipes or apparatus.**



Loss of such oils or chemicals shall be included in the cover under this peril **provided that only oils and chemicals in tanks, pipes or apparatus forming an integral part of the insured Property will be covered under this section.**

If "first loss" is shown in the schedule against "leakage option", for the purposes of this peril only the following shall be substituted for the average condition hereinafter expressed:

"If the Property insured is, at the commencement of any damage to such Property by discharge or leakage, collectively of greater value than the insured amount stated in the schedule directly under such item, then the Company shall be liable under this peril only for that proportion of the first loss insured amount stated in the schedule under this peril as the insured amount against the item bears to the total value of such Property and 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, to which this peril applies shall be separately subject to this condition."

**Public supply of electricity (total or partial failure).** Loss or damage caused by the total or partial failure of the public supply of electricity to the premises of the Insured **provided that this peril does not cover loss or damage resulting from damage directly or indirectly caused by:**

1. drought;
2. pollution of water;
3. shortage of fuel or water;
4. a fault on any part of the installation belonging to the premises;
5. the exercise of an authority, empowered by law to supply electricity, of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to damage to the property of such authority.
6. power surge;
7. electricity grid failure or interruption.

The Company shall not be liable in terms of this extension unless such interruption or interference extends beyond 24 hours.

**Refrigerant fumes.** The action of refrigerant fumes which have escaped from the unit **provided that this extension does not cover:**

1. loss or damage caused by a deliberate act by the supply authority or the exercise by any supply authority of its power to withhold or restrict the supply of electricity and/or gas unless such withholding or restriction is directly attributable to damage to the property of such authority;
2. consequential loss.

**Theft from outbuildings (forcible and violent entry into or exit from).** Loss of or damage to the contents of the insured outbuilding(s) at the insured premises described in the schedule as a result of theft **accompanied by forcible and violent entry into or exit from** such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence. For the purposes of this peril "outbuildings" shall mean the buildings as defined under point 1 of the Property definition.

This peril includes damage to:

1. such outbuildings following the forcible and violent entry or exit;
2. the property described in point 5 of the Property definition caused whilst first gaining access to the premises before breaking into the insured outbuildings or exiting thereafter.

**Theft from outbuildings (non-forcible entry).** Loss of or damage to the contents of the outbuildings at the insured premises described in the schedule as a result of theft or any attempt thereat. For the purposes of this peril "outbuildings" shall mean the buildings as defined under point 1 of the Property definition.

This peril includes damage to the property described in point 5 of the Property definition caused whilst first gaining access to the premises before such theft or whilst exiting thereafter.

**Theft of contents (forcible and violent entry into or exit restriction).** Loss of or damage to the contents of the insured building(s) at the insured premises described in the schedule as a result of theft **accompanied by forcible and violent entry into or exit from** such building or any attempt thereat or as a result of theft, or any attempt thereat, following **violence or threat of violence.** For the purposes of this peril "buildings" shall mean the buildings as defined under point 1 of the Property definition **but excluding outbuildings.**

This peril includes damage to:

1. such buildings following the forcible and violent entry or exit;
2. the property described in point 5 of the Property definition caused whilst first gaining access to the premises before breaking into the insured buildings or exiting thereafter.

**Theft of contents.** Loss of or damage to the contents of the buildings at the insured premises described in the schedule as a result of theft or any attempt thereat provided that a manager or the owner of the guesthouse resides on the premises. For the purposes of this peril "buildings" shall mean the buildings as defined under point 1 of the Property definition **but excluding outbuildings.**



This peril includes damage to the property described in point 5 of the Property definition caused whilst first gaining access to the premises before such theft or whilst exiting thereafter.

## SPECIFIC CONDITIONS

### 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 insured amount 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 not apply to any loss for the following insured perils and extensions:

1. Theft of landlord's fixtures and fittings insured peril
2. Accidental damage - Aerials, masts and satellite dishes insured peril
3. Accidental damage - Glass insured peril
4. Accidental damage - Glass of stoves and ovens insured peril
5. Accidental damage - Machinery insured peril
6. Accidental damage - Sanitary ware insured peril
7. Contamination of fish stock
8. Damage to buildings not insured on this policy (following theft of contents)
9. Deterioration of food - All risks
10. External signs, blinds and canopies
11. Leakage of beverages
12. Power surge insured peril
13. Water pipes extension

### Insured amount - Liability (defined event 2)

**The maximum amount payable by the Company as limited by the insured amount in the schedule shall be 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.**

## SPECIFIC EXCLUSIONS

The Company will not indemnify the Insured under the defined event Liability in respect of:

1. Injury or Damage sustained by:
  - 1.1 any member of the same household as the Insured;
  - 1.2 any person employed by the Insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the Insured;
  - 1.3 any other person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawnmowers);
2. Damage to property:
  - 2.1 belonging to the Insured;
  - 2.2 in the custody or control of the Insured or any employee of the Insured;
  - 2.3 caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;
3. liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement;
4. 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 exclusion shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence (this exclusion shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exclusion);
5. 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 exclusion shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exclusion);
6. fines, penalties, punitive, exemplary or vindictive damages;
7. damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Kingdom of Eswatini;



8. **costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 7 above.**

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) **subject to any insured amounts or first amounts payable stated in the schedule under each extension.**

### All other Contents (if stated as included in the schedule)

The term "All other Contents" reflected in the schedule and as herein defined is hereby extended to include personal effects, tools and pedal cycles, and the property of the Insured or directors or employees of the Insured whilst on the Premises **but only in so far as such property is not otherwise insured in terms of the policy.**

### Alterations

This section shall not be prejudiced by any alteration or misdescription of occupancy due to structural alteration or repair to the buildings as defined under points 1 to 7 and 9 of the Property definition of the insured property provided the Company is notified as soon as practicable after the event and the Insured pays any additional premium required.

### Bilking (if stated as included in the schedule)

The Company will pay **up to the insured amount per loss (but also limited in any one period of insurance to such insured amount if more than one loss is experienced - or the twelve consecutive months from the inception or anniversary date if this policy is paid by monthly debit order)** for loss of income of the Insured where such loss has arisen as a result of a guest or visitor of the Insured having absconded and/or fraudulently misused a credit card and/or left the insured premises prior to settling his/her account for accommodation and other services provided by the Insured **provided that:**

1. **the Insured has made all reasonable attempts to collect such outstanding payment;**
2. **the Company will only indemnify the Insured for the fraudulent misuse of a credit card if the financial institution whose credit card has been fraudulently misused refuses to reimburse the Insured;**
3. **the Insured reports any fraudulent misuse of a credit card to the financial institution concerned within 24 hours of discovery thereof by the Insured;**
4. **cover will not be considered by the Company if the Insured is unable to provide the following minimum details of such guest or visitor:**
  - 4.1 **Full first names and surname;**
  - 4.2 **Identification or passport number;**
  - 4.3 **Physical address of permanent residence.**

### Capital additions (if stated as included in the schedule)

The insurance under this section covers alterations, additions and improvements (**but not appreciation in value in excess of the insured amount(s)**) to the Property **for an amount not exceeding the percentage (as stated in the schedule)** of the insured amount thereon, it being understood that the Insured undertakes to advise the Company each quarter (or each month if the premium is paid monthly by debit order) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### Cost of demolition

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 insured amount 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.**

### Credit cards, credit vouchers and SIM cards (for use in cellphones) (if stated as included in the schedule)

The Company will indemnify the Insured up to the insured amount incurred by the Insured following the unlawful use by a person, not related to or employed by the Insured, of:

1. **credit cards or credit vouchers officially issued by a credit institution in the Insured's name, provided that all terms and conditions under which the credit cards and credit vouchers were issued have been complied with;**



2. SIM cards issued in the name of the Insured.

**Damage to property by baboons** (if stated as included in the schedule)

**Subject to the insured amount** (for any one period of insurance or the twelve consecutive months from the inception or anniversary date if this policy is paid by monthly debit order) **and the first amount payable stated in the schedule** against this extension, the Company will pay for loss of or damage to the insured property caused by the acts of baboons.

**Damage to property by wild animals (excluding baboons)** (if stated as included in the schedule)

**Subject to the insured amount** (for any one period of insurance or the twelve consecutive months from the inception or anniversary date if this policy is paid by monthly debit order) **and the first amount payable stated in the schedule** against this extension, the Company will pay for loss of or damage to the insured property caused by the acts of wild animals but excluding damage caused by baboons.

**Death compensation – Insured or employees** (if stated as included in the schedule)

The Company will pay compensation if the Insured or any employee of the Insured dies **within ninety days** due to an injury sustained in the Insured's buildings or on the Insured's premises through fire or attack by thieves **provided that the Company's liability shall not exceed the amounts stated in the schedule.**

**Death of horses** (if stated as included in the schedule)

The Company will pay up to the insured amount in the schedule for any one event for death of or injury to horses **directly** resulting from any insured perils reflected as included under the particular premises on the schedule whether or not other insured Property is lost or damaged at the same time.

**Death of Koi fish** (if stated as included in the schedule)

**Subject to the insured amount (for any one event) and the first amount payable stated in the schedule** against this extension, the Company will pay for death of or injury to Koi fish belonging to the Insured directly resulting from an insured peril or from water pollution or contamination from chemicals or waste.

**Disposal of salvage** (if stated as included in the schedule)

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

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

**Documents**

The Company's liability under contents (if insured) in respect of documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds **is restricted to the value of materials and sums expended in labour in originally creating such material or in reinstating such material and shall not include the value of the content or information thereof or therein to the Insured.**

**Emergency expenses** (if stated as included in the schedule)

The Company will indemnify the Insured for all reasonable emergency 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 the defined event "Liability" of this section.

**Fire extinguishing charges** (if stated as included in the schedule)

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.

**Full house** (if stated as included in the schedule)

The Company will indemnify the Insured **up to the insured amount stated in the schedule** incurred by the Insured for costs arising in the event of the Insured scoring a full-house in bowls, on a bowling green, affiliated to a provincial union, in terms of the recognised rules of bowls **provided that the full house must be achieved by the Insured, playing as amateurs, in an official competition, as part of a team of two, three or four, scoring a full house, with all eight or nine bowls to count.** The full house must be confirmed in writing by the secretary of the bowling club;



**Gardens and water features** (if stated as included in the schedule)

The Company will pay for costs incurred by the Insured in restoring landscaped gardens, statues and water features damaged by:

1. the insured perils fire, lightning, thunderbolt, explosion, earthquake, wheather and water, impact and malicious damage **provided that such insured perils are reflected as included under the particular premises on the schedule;**
2. any emergency servicel(s) operating at the insured premises as a result of such insured peril.

**Geyser maintenance** (if stated as included in the schedule)

This section is extended to provide cover for the cost of repair or replacement of defective elements, thermostats or valves.

**Goods in the open** (if stated as included in the schedule)

Notwithstanding exclusion 8 of the Weather and Water peril, the Company will pay for damage to goods in the open caused by an insured peril.

**Hole-in-one** (if stated as included in the schedule)

The Company will indemnify the Insured **up to the insured amount stated in the schedule** incurred by the Insured for costs arising in the event of the Insured hitting a hole-in-one in golf, on a recognised golf course, in terms of the recognised rules of golf **provided that the hole-in-one must be achieved by the Insured, playing as amateurs in an official game/tournament**, and confirmed in writing by the secretary of the golf club.

**Inflation escalation** (if stated as included in the schedule)

To provide for inflation the insured amounts of the insured Property as stated in the schedule are automatically increased as follows:

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

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

**Second year %:** If stated in the schedule, the insured amount that existed during the period of insurance in which the claim occurred (as increased by the provision set out above under "during the period of insurance"), shall be increased further by the percentage specified in the schedule against "Second year %".

**Third year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 12 months after the period of insurance during which the claim occurred has elapsed, the insured amount as inflated by the "Second year %" shall be increased further by the percentage specified in the schedule against "Third year %".

**Fourth year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 24 months after the period of insurance during which the claim occurred has elapsed, the insured amount as inflated by the "Third year %" shall be increased further by the percentage specified in the schedule against "Fourth year %".

**Fifth year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 36 months after the period of insurance during which the claim occurred has elapsed, the insured amount as inflated by the "Fourth year %" shall be increased further by the percentage specified in the schedule against "Fifth year %".

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

**Liability** (applicable if Liability is reflected as included in the schedule)

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 Insureds shall be treated as though separate policies had been issued to each, **provided that the aggregate liability of the Company shall not exceed the insured amount stated in the schedule.**
2. Provided that the aggregate liability of the Company is not increased beyond the insured amount stated in the schedule, the Company will also indemnify as though a separate policy had been issued to each:
  - 2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
  - 2.2 any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance.
3. **In respect of the Liability defined event only, General exclusion 1 is deleted and replaced by the following:**



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

4. If, at the time of any event giving rise to a claim under the Liability defined event, indemnity is also provided under any other insurance, the Liability defined event shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.
5. Notwithstanding Specific exclusion 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 the Liability defined event includes such legal liability to the extent that indemnity would have been granted under this defined event had the said employees been under a contract of service to the Insured and not the security firm, **but not exceeding the insured amount stated in the schedule against Liability.**

**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.**

#### **Loss of water** (if stated as included in the schedule)

The Company will pay **up to the insured amount** for charges raised by a local authority for water lost through leakage from pipes on the Insured’s property provided that:

1. The consumption reading must be at least 50 percent more than the average of the previous four readings;
2. The Insured take immediate steps to repair the pipe(s) affected on discovery of a leak (by physical evidence or on receipt of an abnormally high water account).

**This extension does not cover:**

1. **The cost to trace and to repair leaking pipes;**
2. **More than two separate incidents in any period of twelve months;**
3. **Loss of water:**
  - 3.1 **as a result of leaking taps, water heating apparatus or toilet systems;**
  - 3.2 **from swimming pool structures or inlet or outlet pipes thereof;**
  - 3.3 **whilst the property is unoccupied for a period in excess of 60 consecutive days.**

#### **Money and stamps** (if stated as included in the schedule)

The exclusion relating to money and stamps in point 8 of the Property definition is deleted provided that:

1. Contents are reflected as insured under this section;
2. Money and stamps 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.

#### **Mortgagee**

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

#### **Municipal plans scrutiny fee** (if stated as included in the schedule)

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

#### **Personal effects of guests** (if stated as included in the schedule)

The Company will pay **up to the insured amount stated in the schedule** for loss or damage by an insured peril to personal effects and household goods (**excluding money and negotiable instruments**) belonging to guests **but excluding:**

1. **such personal effects and household goods that are not contained in a building situated on the insured premises;**
2. **such personal effects and household goods that are otherwise covered by any other insurance.**

#### **Post mortem cleaning and sanitising costs** (if stated as included in the schedule)



The Company will pay for costs incurred in the event of a death of a person on the premises that requires the employment of Professional Cleaning and Sanitising Services to restore the affected area to the condition it was in before the death.

**Prevention of access** (if stated as included in the schedule)

If property **within the radius of the premises stated in the schedule** is lost or damaged by an insured peril during the period of insurance and this prevents or hinders the use of or access to the Property insured by this section, the Company will pay any loss of rent the Insured may incur as a result thereof up to an amount **not exceeding the percentage (as reflected in the schedule against "Insured amount (%)") of the insured amount 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.

**Professional fees** (if stated as included in the schedule)

The insurance of the insured Property includes professional fees, including but not limited to architects' and quantity surveyors' fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the Property insured following damage by an insured peril, **but in no case exceeding the percentage stated in the schedule of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the insured amount on the Property affected**.

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

**Public authorities' requirements** (if stated as included in the schedule)

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

**Public supply connections** (if stated as included in the schedule)

This section is extended to cover accidental damage to water, sewerage, gas, electricity and telecommunication connections the property of the Insured or for which they are legally responsible, **between the insured building and the public supply or mains**.

**Railway and other subrogation**

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.

**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 despatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made;**



2. until expenditure has been incurred by the Insured in replacing or reinstating the Property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured Property had been damaged, exceeds the insured amount 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 and the amount payable will revert to the reasonable market value if:
  - 4.1 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;
  - 4.2 the Insured is unable or unwilling to replace or reinstate the Property on the same or another site.

### Removal of bees

The Company will pay for costs and expenses necessarily and reasonably incurred in removing bees and nests from the insured premises, including the treatment of vacated hive areas or nests to prevent re-occupation.

#### Provided that:

1. the removal will be carried out by a registered bee keeper or bee remover.
2. the Company will not be liable for the costs of removing nests or hives already on the insured premises before the inception of this policy.
3. the Company's liability shall not exceed the limit stated in the schedule.

### Rent (if stated as included in the schedule)

Loss of rent as a result of the Property insured being so damaged (by any of the perils specified in the schedule as "included") as to be rendered untenable (including partially untenable) **but only for the period necessary for reinstatement (and for an amount not exceeding the percentage as stated in the schedule against "Insured amount (%)") of the insured amount on the affected Property.** The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value.

### Temporary increase of the insured amount (if stated as included in the schedule)

The insured amount(s) for contents under this section is increased annually over long weekends, during festivals and during school holiday periods based on the provinces' official school calendar **by the percentage reflected in the schedule.**

### Temporary removal (if stated as included in the schedule)

Except in so far as otherwise insured, the insured Property owned by the Insured is covered while temporarily removed:

1. to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique **provided that:**
  - 1.1 unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed the percentage (as stated in the schedule) of the applicable building's insured amount;
  - 1.2 the amount payable under this extension shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the Property is temporarily removed;
  - 1.3 this extension does not cover motor vehicles;
  - 1.4 this extensions does not provide cover to Property held in trust or on commission.
2. and whilst contained within any other occupied private residence or building in which the Insured is temporarily residing;
3. to the building of any office, business or trade where the Insured is employed;

**provided always that theft or any attempt thereat (if reflected as an included insured peril) from any building mentioned in this extension is not covered unless such theft (or any attempt thereat) is accompanied by breaking into or out of such building by actual, visible and forcible means.**

### Tenants

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

### Transport of groceries and household goods (if stated as included in the schedule)



The Company will pay **up to the insured** amount in respect of loss of or damage to groceries and household goods which the Insured transports after the purchase thereof along a reasonably direct route to the Insured's premises.

**Trauma** (if stated as included in the schedule)

The Company will pay **up to the insured amount in respect of any one event** for expenses incurred, following a disability event, **not otherwise covered**, for trauma treatment by a registered professional counsellor if any guest of the Insured requires treatment due to hijacking, theft, fire or violence or threat of violence that occur in the Insured's buildings or on the Insured's premises.

**Veterinary expenses** (if stated as included in the schedule)

The Company will pay **up to the insured amount stated in the schedule** for veterinary expenses incurred as a result of accidental bodily injury sustained by any domestic pet (**excluding animals kept for private consumption purposes or for commercial use**) owned by the Insured and arising from an accident involving a motor vehicle.

**Water pipes** (if stated as included in the schedule)

Bursting and other accidental damage to water pipes the property of the Insured installed in and forming part of the buildings or structures as stated in the schedule **provided that:**

1. **this extension does not cover structural defects, faulty design, poor workmanship, wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) of any water pipe(s);**
2. **only water pipes beyond 1 meter of any geyser, water container, water tank or water apparatus are covered by this extension.**

**Water receptacles (Geysers, water containers, water tanks, water apparatus or water pipes)** (if stated as included in the schedule)

Bursting and other accidental damage to the above property of the Insured installed in and forming part of the buildings or structures as stated in the schedule **provided that:**

1. **this extension does not cover loss caused by structural defects, faulty design or poor workmanship of the above property;**
2. **only water receptacles declared and stated in the schedule are covered under this extension;**
3. **only water pipes connected to and within 1 meter of any insured water receptacles is covered by this extension;**
4. **the Specific Condition of average is for the purpose of this extension restated to read:**

**"If the actual number of water receptacles in existence is, at the commencement of any bursting or other accidental damage to such Property, more than the number of water receptacles stated in the schedule, then the Insured shall bear a rateable share of the loss in proportion that the number stated in the schedule bears to the actual number in existence. Every building containing water receptacles insured in terms of this extension and every type of water receptacle, if more than one is stated in the schedule, shall be separately subject to this condition."**



# BUSINESS INTERRUPTION SECTION

## DEFINED EVENTS

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

1. the Property Damage section of this policy;
2. any other material damage insurance covering the interest of the Insured;

**but only if such payment or admission of liability is in respect of loss or damage to the insured property by one of the insured perils as listed hereunder** (loss by such perils shall hereinafter be termed "Damage") and as defined under the Property Damage section of this policy:

- Fire;
- Lightning or thunderbolt;
- Explosion;
- Earthquake;
- Weather and water;
- Impact;
- Leakage from any sprinkler, drencher system or fire extinguishing installation/appliance;
- Subsidence and landslip;
- Malicious damage;
- Riot and strike (other than RSA and Namibia);
- Power surge;
- Leakage of oils and chemicals.
- Refrigerant fumes.

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

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

## DEFINITIONS

**Annual revenue/fees:** Shall mean the Revenue/fees during the 12 months immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

**Annual turnover:** Shall mean the Turnover during the 12 months immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

**Gross profit (additions basis):** Shall mean the sum produced by adding to the Net Profit the amount of the Insured Standing Charges or, if there is no Net Profit, the amount of the Insured Standing Charges less such proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the standing charges of the business.

**Gross profit (difference basis):** Shall mean the amount by which

1. the sum of the Turnover and the amount of the closing stock shall exceed
2. the sum of the amount of the opening stock and the amount of the Uninsured Costs.

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

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

**Insured standing charges:** Shall mean the charges of the items as specified in the schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).

**Levies:** The money paid or payable to the Insured by the registered owners of time share units as contribution to the levy fund.

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

**Rate of gross profit:** Shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

**Rate of standing charges:** Shall mean the percentage that the Insured Standing Charges bears to the Turnover during the financial year immediately before the date of the Damage but adjusted further as set out in memorandum 1 below.

**Revenue/fees:** Shall mean the money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.



**Standard revenue/fees:** Shall mean the Revenue/fees during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period but adjusted further as set out in memorandum 1 below.

**Standard turnover:** Shall mean the Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period but adjusted further as set out in memorandum 1 below.

**Standing charges only basis:** Shall mean the amount of those Insured Standing Charges that are incurred and remain payable but, if there is no Net Profit, the amount of the Insured Standing Charges less such proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the standing charges of the business.

**Turnover:** Shall mean the money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.

**Uninsured costs:** Shall mean the costs of the items as specified in the schedule (the words and expressions used shall have the meaning usually attached to them in the books of account of the Insured).

## MEMORANDA

1. Annual Revenue, Annual Turnover, Rate of Gross Profit, Rate of Standing Charges, Standard Revenue and Standard Turnover as defined shall be adjusted as necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.
2. If the Damage occurs before the completion of the first year's trading of the business at the premises, the value of Annual Revenue, Annual Turnover, Rate of Gross Profit, Rate of Standing Charges, Standard Revenue and Standard Turnover shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of Damage.
3. If, during the Indemnity Period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover, or Revenue, during the Indemnity Period.
4. Applicable only to "Gross Profit additions basis" and/or "Standing Charges only basis": **If any standing charges of the business are not insured under this section, then in computing the amount of increase in cost of working recoverable under either of these basis, that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the standing charges. But if there is no Net Profit, that proportion only of the additional expenditure shall be brought into account which the Insured Standing Charges less any net trading loss bears to all the standing charges of the business less any net trading loss.**

## SPECIFIC CONDITIONS

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

## SPECIFIC EXCLUSIONS

In consideration of a facility existing under:

1. the Property Damage section in respect of Damage from power surge;
2. the Electronic Equipment section (in respect of Damage from theft on a first loss basis) as referred to in the Electronic equipment extension hereunder;
3. the Glass section as referred to in the Glass extension hereunder;
4. the Goods in Transit section as referred to in the Goods in transit extension hereunder
5. the Money section as referred to in the Money extension hereunder;
6. the Theft section as referred to in the Theft extension hereunder;

**for the Insured to elect to insure the insured property for an insured amount less than the full value thereof, the Company shall not be liable under this section for any extended interruption period purely because the Insured does not have the financial means or access to acquire the required funds to replace or repair the damaged property that is not fully insured.**



**GROSS PROFIT - DIFFERENCE BASIS** (if stated as included in the schedule)

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

1. **reduction in Turnover**; and
2. **increase in cost of working**;

and the amount payable as indemnity hereunder shall be:

1. **in respect of reduction in Turnover**, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover **during the Indemnity Period** shall, in consequence of the Damage, fall short of the Standard Turnover;
2. **in respect of increase in cost of working**, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, **but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided**;

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

**GROSS PROFIT - ADDITIONS BASIS** (if stated as included in the schedule)

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

1. **reduction in Turnover**; and
2. **increase in cost of working**;

and the amount payable as indemnity hereunder shall be:

1. **in respect of reduction in Turnover**, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover **during the Indemnity Period** shall, in consequence of the Damage, fall short of the Standard Turnover;
2. **in respect of increase in cost of working**, the additional expenditure (subject to the provisions of memorandum 4) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, **but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided**;

less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage, **provided that the amount payable shall be proportionately reduced if the insured amount in respect of Gross Profit is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover where the maximum Indemnity Period is 12 months or less, or the appropriate multiple of the Annual Turnover where the maximum Indemnity Period exceeds 12 months.**

**REVENUE/FEES** (if stated as included in the schedule)

The insurance under this item is limited to:

1. **loss of Revenue/fees**; and
2. **increase in cost of working**;

and the amount payable as indemnity hereunder shall be

1. **in respect of loss of Revenue/fees**, the amount by which the Revenue/fees **during the Indemnity Period** shall, in consequence of the Damage, fall short of the Standard Revenue/fees;
2. **in respect of increase in cost of working**, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue/fees which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, **but not exceeding the amount of loss of Revenue/fees thereby avoided**;

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

**STANDING CHARGES ONLY BASIS** (if stated as included in the schedule)

The insurance under this item is limited to the loss incurred by the Insured in respect of the payment of Insured Standing Charges due to:

1. **reduction in Turnover**; and
2. **increase in cost of working**;

and the amount payable as indemnity hereunder shall be



1. **in respect of reduction in Turnover**, the sum produced by applying the Rate of Standing Charges to the amount by which the Turnover **during the Indemnity Period** shall, in consequence of the Damage, fall short of the Standard Turnover;
2. **in respect of increase in cost of working**, the additional expenditure (subject to the provisions of memorandum 4) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, **but not exceeding the sum produced by applying the Rate of Standing Charges to the amount of the reduction thereby avoided**;

less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage, **provided that the amount payable shall be proportionately reduced if the insured amount in respect of the Insured Standing Charges is less than the sum produced by applying the Rate of Standing Charges to the Annual Turnover where the maximum Indemnity Period is 12 months or less, or the appropriate multiple of the Annual Turnover where the maximum Indemnity Period exceeds 12 months.**

## **ADDITIONAL INCREASE IN COST OF WORKING** (if stated as included in the schedule)

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

## **WAGES** (if stated as included in the schedule)

The insurance under this item is limited to the loss incurred by the Insured by the payment of wages for a period beginning with the occurrence of the Damage and **ending not later thereafter than the specified number of weeks in the schedule** next to the term "Wages indemnity period (weeks)".

The amount payable as indemnity under this item will be the actual amount which the Insured shall pay as wages for such period to employees whose services cannot, in consequence of the Damage, be utilised by the Insured at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the Damage, be utilised by the Insured to the full, **provided that if the insured amount by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the Damage had the Damage not occurred, the amount payable will be proportionately reduced.**

## **FINES AND PENALTIES** (if stated as included in the schedule)

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

## **LEVIES** (if stated as included in the schedule)

The insurance under this item is limited to loss of levies as a result of damage rendering the unit untenable (including partially untenable) during the Indemnity Period but only for the period necessary for reinstatement provided that:

1. the unit claimed for in terms of this extension must have suffered Damage (as herein defined);
2. **the amount payable is limited to the actual value of the levy for each week that the unit is not available**;
3. claims for compensation must be formulated by the Insured and proof for the loss of levies must be supplied.

## **CLAUSES AND EXTENSIONS**

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) **subject to any insured amounts or first amounts payable stated in the schedule under each extension.**

### **Accidental damage** (if stated as included in the schedule)

The following defined event is added:

"Loss following interruption or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under defined event 1 of the Accidental Damage section or the Loss of/or Damage: Wine and related equipment section of this policy (also to be termed Damage) provided that:

1. the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this defined event;
2. **the Company shall not pay more than the insured amount stated in the schedule of the Accidental Damage section or the Loss of/ or Damage: Wine and related equipment section for both this section and the Accidental Damage section or the Loss of/ or Damage: Wine and related equipment section combined."**

### **Accountants clause**

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



**Accumulated stocks clause**

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

**Anchor tenants** (if stated as included in the schedule)

Loss as insured by this section resulting from interruption of or interference with the business in consequence of Damage (as within defined) at the premises of those anchor tenants stated in the schedule in the same complex as that occupied by the Insured and which results in a cessation or diminution of trade due to the temporary falling away of custom, shall be deemed to be loss resulting from Damage to the Insured's property at the premises.

**Auxiliary power failure** (if stated as included in the schedule)

Loss as insured by this section resulting from interruption of or interference with the business in consequence of the failure of the auxiliary power plant to operate in the event of the failure of the main electricity supply grid from which the Insured normally receive their power shall be deemed to have resulted from Damage (as within defined) **provided that this extension does not cover loss resulting from Damage directly or indirectly caused by:**

1. **lack of maintenance or failure to test such equipment on a weekly basis;**
2. **normal wear and tear or gradual deterioration;**
3. **a shortage of fuel or the incorrect supply of fuel;**
4. **a flat battery or battery failure at the time of starting the equipment.**

**Cancellation of bookings** (if stated as included in the schedule)

This section is extended to cover the loss of the value of deposits received for the reservation or booking of accommodation in consequence of returning such deposit/s following curtailment of the relevant booking due to a cause listed below **provided that such deposits cannot be recovered from any other source** by or on behalf of the person/s cancelling or curtailing:

1. Accidental injury, illness or death of:
  - 1.1 the person for whom the accommodation was booked or any person with whom he/she has arranged to travel;
  - 1.2 a close relative, fiancé or close business colleague of the guest.
2. Pregnancy of the guest's spouse;
3. Compulsory quarantine or jury in a court of law applying to the guest or any person with whom he has arranged to travel;
4. The permanent residence of the guest being lost or damaged by fire, storm, wind, water, hail, snow, earthquake or theft or any attempt thereat, necessitating his/her return home;
5. Any official requirement by a lawfully established authority for the guest to attend emergency duty in military, medical or public service;
 

**provided that the Company shall not be liable for claims where at the time that the booking was made:**

  1. **the guest was aware of any medical condition or set of circumstances which could reasonably be expected to give rise to the booking being cancelled or curtailed;**
  2. **any person whose condition gives rise to the claim was receiving or who was on a waiting list for or had knowledge of the need for in-patient treatment at a hospital or nursing home;**
  3. **any person whose condition gives rise to a claim was travelling against the advice of a medical practitioner;**
  4. **any person whose condition gives rise to a claim was travelling for purposes of obtaining medical treatment abroad;**
  5. **any person whose condition gives rise to a claim was, during the 12 months prior, suffering from any chronic and/or recurring illness of a serious nature which had necessitated consultation or treatment.**

**Contingent Business Interruption (CBI)** (if stated as included in the schedule)

Damage (as within defined) is deemed to include loss following the interruption of or the interference with the business as a result of:

1. murder, suicide, armed robbery or malicious activities at the Insured's premises;
2. food or drink poisoning at the Insured's premises;
3. closure of the premises due to noxious fumes **within the radius stated in the schedule** of the Insured's premises, on the order of the competent local, municipal, regional or government authority responsible for the area;
4. adverse weather conditions **within the radius stated in the schedule** of the Insured's premises, of sufficient intensity and/or strength with the potential to cause damage to property or injury to persons;
5. pollution of any sea, beach, waterway, dam or river **within the radius stated in the schedule** of the Insured's premises;
6. shark or wild animal attack **within the radius stated in the schedule** of the Insured's premises;
7. bombing **within the radius stated in the schedule** of the Insured's premises;
8. closure of the premises due to vermin, pest or defective sanitary arrangements at the Insured's premises on the order of the competent local, municipal, regional or government authority responsible for the area;



9. contagious or infectious notifiable disease **within the radius stated in the schedule** of the Insured's premises provided that the municipal, regional, local or government authority responsible for the area has declared a notifiable medical condition or communicable disease to exist within the area and/or has imposed quarantine regulations and/or has acted to restrict access to the area in terms of any local, municipal, regional or national law, by-law or regulation pertaining to public health and safety;
10. summons of the Insured or the Insured's directors, partners or employees to appear as a witness in court proceedings.

For the purposes of this extension:

1. "Indemnity Period" shall mean the period commencing with the occurrence of 1, 2, 4, 5, 6, 7 or 10 above or for 3, 8 and 9 the date on which restrictions on the premises were applied and ending not later than the number of months reflected in the schedule against "Indemnity Period" for this extension;
2. "Insured's premises" shall mean those locations listed in the schedule as the Insured's premises **and shall not include the premises of any premises under the "extension to other premises" extension or any other extension** notwithstanding that this insurance may otherwise be extended to include such premises;
3. "contagious or infectious notifiable disease" shall mean illness sustained to any person resulting from any human infectious or human contagious disease, an outbreak of which the municipal, regional, local or government authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS) or AIDS related condition.

**The cover granted by this extension does not include any costs arising from cleaning, repair, recall or checking the Insured's premises.**

### Departmental clause

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items Gross Profit, Revenue/Fees or Standing Charges only basis relating to reduction in Turnover, Revenue and increase in cost of working, shall apply separately to each department or branch affected by the Damage, **except that if the insured amount by the relative item is less than the aggregate of the Annual Revenue, sums produced by applying the Rate of Gross Profit/ Rate of Standing Charges for each department or branch, whether or not affected by the Damage, to the relative Annual Turnover thereof (proportionately increased if the number of months referred to in the definition of Indemnity Period exceeds 12), the amount payable shall be proportionately reduced.**

**Deposit premium clause** (only applicable if the words "Deposit premium (%)" and a percentage amount are reflected in the schedule under the items mentioned below)

In consideration of the premium by the items Gross Profit, Revenue/Fees or Standing Charges only basis being provisional in that it is calculated on the percentage (as stated in the schedule) of the insured amount, the premium is subject to adjustment on expiry of each period of insurance (or after twelve consecutive months from the inception date or anniversary date if this policy is paid by monthly debit order) as follows:

In the event of the Gross Profit/Revenue/Fees earned or Standing Charges incurred (increased proportionately if the number of months referred to in the definition of Indemnity Period exceeds 12) during the financial year most nearly concurrent with any period of insurance (or the equivalent twelve consecutive months from the inception date or anniversary date if this policy is paid monthly by debit order) being less or greater than the percentage (as stated in the schedule) of the insured amount thereon, a pro rata return or additional premium not exceeding 33⅓ per cent of the provisional premium paid for such period of insurance will be made in respect of the difference.

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

### Electronic equipment (if stated as included in the schedule)

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

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

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

### Evacuation costs (if stated as included in the schedule)

The Company will pay up to the amount stated in the schedule for the costs of evacuating the guests at the premises as a result of use of (or access to) the premises being prevented by fire, flood and/or bomb-scare **provided that:**

1. **such use of, (or access to) the premises is prevented on the order of the South African Police Service or other competent local authority**
2. **the maximum amount payable by the Company will not exceed the amount stated in the schedule.**

### Glass (if stated as included in the schedule)

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

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



The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

**Goods in transit** (if stated as included in the schedule)

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

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

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

**Liquor licence** (if stated as included in the schedule)

Loss as insured by the section resulting from interruption of or interference with the business in consequence of a licence granted in respect of the premises for the sale of retail of excisable liquors becoming suspended or forfeited at any time during the period of insurance under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority if such suspension, forfeiture or refused renewal being occasioned by reasons beyond the control of the Insured provided that:

1. **if the Insured shall be entitled to obtain payment of compensation under the provisions of any act of parliament in respect of the refusal to renew the licence no claim shall arise under this section;**
2. in the event of death, bankruptcy, incapacity, desertion of the premises or conviction for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety of the tenant, manager, occupier or licensee the Insured shall where practicable and at the request of the Company procure a suitable person to replace him and one to whom the justice will transfer the licence or grant the licence by way of renewal;
3. **if the forfeiture of or refusal to renew the licence be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured or by any omission of the Insured to take any step necessary for keeping the licence in force no claim shall arise under this section** unless the Insured or any other claimant hereunder shall prove to the reasonable satisfaction of the Company that such matter was beyond his or their power or control;
4. **if the refused renewal, suspension or forfeiture of the licence arises directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from an amendment of the law affecting the grant, surrender, refusal to renew, suspension or forfeiture of licences no claim shall arise under this section;**
5. the Insured shall on becoming aware of any:
  - 5.1 complaint against the premises or the control thereof;
  - 5.2 proceedings against or conviction of the licensee, manager, tenant or occupier of the premises for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regard to his honesty, moral standing or sobriety;
  - 5.3 transfer or proposed transfer of the licence;
  - 5.4 alteration in the purpose for which the premises are used;
  - 5.5 objection to renewal or other circumstances which may endanger the licence or renewal thereof

immediately give notice thereof in writing to the Company and supply such additional information and give such assistance as the Company may reasonably require.

**Loss of game** (if stated as included in the schedule)

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the death of game by a bush fire or wild fire shall be deemed to have resulted from Damage (as within defined) **provided that such events are confined to events happening in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique.**

**Loss of trade** (if stated as included in the schedule)

Loss as insured by this section resulting from interruption of or interference with the business in consequence of Damage (as within defined) to property forming part of, or contained in, the complex of which the Insured's premises forms part, which results in a cessation or diminution of trade to the Insured's business due to temporary falling away of potential custom whether the premises or property of the Insured therein shall be damaged or not, shall be deemed to be loss resulting from Damage to the Insured's property at the premises.



**Money** (if stated as included in the schedule)

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

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

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

**Salvage sale clause**

If the Insured shall hold a salvage sale during the Indemnity Period the second point 1 of the Gross Profit item shall, for the purposes of such claim, read as follows:

1. **in respect of reduction in Turnover**, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which sum shall be deducted the Gross Profit actually earned from the salvage sale.

**Theft** (if stated as included in the schedule)

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

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

The Company will indemnify the Insured under this extension as set out in the remainder of the wording of this section and based on the information contained in the schedule.

**Ventilation failure** (if stated as included in the schedule)

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the failure of any ventilation system which controls the cooling or heating requirements of the Insured's premises shall be deemed to have resulted from Damage (as within defined) **provided that such interruption or interference arise from mechanical or electrical or electronic breakdown there shall be no cover under this extension.**

**Extensions to other premises**

Loss as insured by this section resulting from interruption of or interference with the business in consequence of Damage (as within defined) at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the premises, **provided that Extensions to other premises do not apply to the Electronic equipment extension, Glass extension, Money extension or Theft extension.**

- **Additional premises**

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

- **Contract sites**

Any situation within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique not in the occupation of the Insured where the Insured is carrying out a contract.

- **Loss of attraction of key tourist attractions** (if stated as included in the schedule)

Those key tourist attraction/s listed in the schedule.

- **Prevention of access** (if stated as included in the schedule)

Property **within the radius stated in the schedule** of the **Insured's premises (provided such property is still within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique)**, destruction of or Damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not.

- **Prevention of access – extended cover** (if stated as included in the schedule)

Property **within the radius stated in the schedule** of the **premises (provided such property is still within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique)**, destruction of or Damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not.

For the purpose of this extension "premises" shall mean:

1. The premises of those specified suppliers/sub-contractors in the "Specified suppliers / sub-contractors" extension, **but only if such extension is stated as included in the schedule;**
2. The premises of unspecified suppliers, **but only if the "Unspecified suppliers" extension is stated as included in the schedule;**
3. Property of the Insured in storage as insured by the "Storage, transit and vehicles" extension;



4. Contract sites as insured by the "Contract sites" extension;
  5. The premises of those specified customers in the "Specified customers" extension, **but only if such extension is stated as included in the schedule;**
  6. The premises of unspecified customers, **but only if the "Unspecified customers" extension is stated as included in the schedule;**
  7. Public Utilities premises **but only if the "Public utilities - insured perils extension stated as included in the schedule;**
  8. Public telecommunications premises **but only if the "Public telecommunications - insured perils" extension stated as included in the schedule.**
- **Public telecommunications – insured perils** (if stated as included in the schedule)
    1. Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured;
    2. The transmission facilities network of the public authority mentioned in 1 above;

**provided the property described above is within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique.**

**The maximum amount payable is limited to the Insured amount stated in the schedule.**

**The maximum indemnity period is the period reflected in the schedule against the "Indemnity period (months)" for this extension.**
  - **Public utilities – insured perils** (if stated as included in the schedule)
 

Property at electricity generating stations, sub-stations or transmission networks, gasworks including the related gas distribution network, water purification plants, pumping stations, aqueducts and pipelines (**provided such property is still within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique**) of an authority empowered by law to supply water, gas or electricity for consumption by the public and which results in an interruption of water, gas or electricity to the premises of the Insured.

**The maximum amount payable is limited to the Insured amount stated in the schedule.**

**The maximum indemnity period is the period reflected in the schedule against the "Indemnity period (months)" for this extension.**
  - **Rail, road and air services** (if stated as included in the schedule)
 

Property at the under noted situations and/or to the property specified below:

    1. at the premises and property of any rail service;
    2. at the premises and property of any airport or terminal facility including aircraft;
    3. at the premises of any shipping terminal or cargo loading facility;
    4. to any road, tunnel, bridge or service accessory relating thereto;
    5. to any road vehicle belonging to a customer of the Insured or a road transportation service.

**Provided that:**

    1. **such Damage has not been brought about by the direct or indirect action of any party which shall include any strikes, labour disturbances, malicious damage or intent thereof or political interference;**
    2. **should such interruption or interference arise from mechanical or electrical or electronic breakdown there shall be no liability under this extension for interruption or interference with the business unless such interruption or interference extends beyond 24 hours from commencement thereof;**
    3. **such Damage is restricted to only those premises situated, or property within the confines of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique.**
  - **Specified customers** (if stated as included in the schedule)
 

The premises of the customers specified in the schedule **subject to the dependency factor(s) and insured amount(s) stated in the schedule per customer.**
  - **Specified suppliers** (if stated as included in the schedule)
 

The premises of the suppliers and sub-contractors specified in the schedule **subject to the dependency factor(s) and insured amount(s) stated in the schedule per supplier/sub-contractor.**
  - **Storage, transit and vehicles**

Property of the Insured whilst stored or whilst in transit by air, road, rail or inland waterway or being motor vehicles of the Insured elsewhere than at the premises in the occupation of the Insured **provided such property it is still within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique.**
  - **Unspecified customers** (if stated as included in the schedule)
 

The premises of any of the Insured's direct customers not specified under the specified customers extension **provided such premises is within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique and subject to the dependency factor and insured amount stated in the schedule which shall be the maximum per customer.**
  - **Unspecified suppliers** (if stated as included in the schedule)
 

The premises of any of the Insured's direct suppliers, manufacturers or processors of components, goods or materials not specified under the specified suppliers/sub-contractors extension **provided such premises is within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi or Mozambique and subject to the dependency factor and insured amount stated**



**in the schedule which shall be the maximum per supplier. For the purposes of this extension, the premises of any public supply undertaking from which the Insured obtains electricity, gas or water shall not be considered a supplier and shall not be included in the cover provided.**



# LIABILITY (CLAIMS MADE BASIS)

## DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon Injury or Damage which occurred in the course of or in connection with the Business within the Territorial Limits and on or after the Retroactive date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the Period of Insurance.

## DEFINITIONS

**Business** shall mean the Business of the Insured as stated in the schedule of this policy. The Business is extended to include the activities listed below under "included activities" and shall include no other additional activities unless specifically declared to the Company and listed under Additional Activities in the schedule of this section:

Included activities: Swimming, cycling (including mountain biking) hiking, golf, tennis and other ball sports.

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

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

**Damage** shall mean loss of or physical damage to tangible property or wrongful interference with the enjoyment of rights over tangible property.

**Employee** shall mean Person(s) employed under a contract of service or apprenticeship with the Insured.

**General liability** as reflected in the Schedule shall relate to the limits of indemnity and first amounts payable applicable to any claim covered under this section that does not have its own more specific limits of indemnity or first amounts payable.

**Injury** shall mean death, bodily injury, mental injury, illness (mental or physical) or disease of or to any person.

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

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

**Territorial Limits** shall mean the Territorial Limits as stated in the Schedule of this policy.

## LIMITS OF INDEMNITY

The amount payable, inclusive of any Costs and Expenses, for

1. any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed the Limit of Indemnity stated in the Schedule against "Limit of indemnity (per event)";
2. all claims during any one (annual) Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule against "Limit of indemnity (per Period of Insurance)".

If the premium is paid monthly by debit order, the words "per Period of Insurance" are amended to read "for any one period of 12 consecutive months from the inception or anniversary date".

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one extension of this Section, each extension shall apply separately and be subject to its own separate Limit of Indemnity **provided always that the total amount of the Company's liability shall be limited to the highest Limit of Indemnity available under any one of the Extensions affording indemnity for the claim or series of claims.**

**Where more than one Period of Insurance of this Policy, following its renewal or replacement may apply to an originating cause or source, the Company's liability will be limited to the maximum Limit of Indemnity for any one such Period of Insurance.** If the premium is paid monthly by debit order, the words "for any one such Period of Insurance" are amended to read "for any one period of 12 consecutive months from the inception or anniversary date".



## SPECIFIC EXCLUSIONS

The Company will not indemnify the Insured in respect of:

1. liability consequent upon Injury to any Employee arising from and in the course of employment by the Insured.
2. Damage to:
  - 2.1 property belonging to the Insured;
  - 2.2 property in the custody or control of the Insured or any employee of the Insured but this exclusion shall not apply to premises (or the contents thereof) temporarily occupied by the Insured for work therein;
  - 2.3 that part of any property on which the Insured is or has been working if such Damage results directly from such work.
3. liability consequent upon Injury or Damage:
  - 3.1 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;
  - 3.2 caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft (other than non-motorized watercraft not exceeding 6 meters in length and used only on inland waterways), locomotive or rolling stock, provided that this exclusion shall not relieve the Company of liability to indemnify the Insured in respect of liability consequent upon Injury or Damage caused or arising beyond the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such Injury or Damage is not insured by any other insurance policy;
  - 3.3 caused by or through or in connection with:
    - 3.3.1 the refuelling or defueling of aircraft;
    - 3.3.2 the ownership, possession, maintenance, operation or use of aircraft or an airline;
    - 3.3.3 the ownership, hire or leasing of any airport, airstrip or helicopter pad.
  - 3.4 caused by or through or in connection with any Product other than food and drink provided for consumption on the premises of the Insured.
4. Damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
5.
  - 5.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by Pollution, provided always that this exclusion shall not apply where such Pollution is caused by a sudden, unintended and unforeseen occurrence.
  - 5.2 the cost of removing, nullifying or cleaning up substances resulting from Pollution unless the Pollution is caused by a sudden, unintended and unforeseen occurrence.

This exclusion shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exclusion.
6. fines, penalties, punitive, exemplary or vindictive damages.
7.
  - 7.1 Damages in respect of judgements, awards or settlements made in the first instance otherwise than by a court of competent jurisdiction within the territories stated in the Schedule against "Jurisdiction" (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
  - 7.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the territories stated in the Schedule against "Jurisdiction".
8. any claim arising from an event known to the Insured:
  - 8.1 which is not reported to the Company in terms of General Condition 6;
  - 8.2 prior to inception of this section or inception of any extension under this section.
9. the first amount payable. The Insured shall be responsible for the first amount payable as stated in the Schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or originating cause or source. The provisions of this clause shall apply to claims arising from Damage or Injury and shall apply to Costs and Expenses.
10. liability consequent upon Injury or Damage arising out of the deliberate, conscious or intentional disregard by the Insured's management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.
11. any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.
12. liability consequent upon Injury or Damage arising out of the ownership, possession or use by or on behalf of the Insured of any animal.
13. liability consequent upon Injury or Damage arising out of the spread of fire from the Insured's premises.



## MEMORANDUM

In respect of this section only, General exclusion 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.**

## 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, **the Insured may report an event in terms of General Condition 6 to the Company within 30 days after expiry of the Period of Insurance** provided 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:
  - 3.1 on the date that the event was reported by the Insured in terms of General Condition 6;
  - or
  - 3.2 if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.
4. When the facts do not speak for themselves and the Company and the Insured cannot mutually agree when the Injury or Damage occurred, then for the purposes of determining the indemnity granted:
  - 4.1 the Injury shall be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury shall be deemed to have occurred when the Insured was first advised of the Injury;
  - 4.2 the Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the Schedule) **subject to any limits of indemnity or first amounts payable stated in the Schedule under each extension.**

### Acquisitions and new businesses (if stated as included in the Schedule)

The indemnity granted by this section of the Policy extends to any company formed and/or acquired by the Insured during the Period of Insurance for a period of 90 days of such formation and/or acquisition.

Provided always that

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

### Additional Insured

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

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



- 4.1 any officer or member thereof;
- 4.2 any visiting sports team or member thereof;

**provided that**

- (i) the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;**
- (ii) any person or organisation to which this extension applies is not entitled to indemnity under any other policy;**
- (iii) the indemnity under 1, 2 and 3 above applies only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured.**

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

**Animals** (if stated as included in the Schedule)

Specific exclusion 12 is deleted and the indemnity provided by this extension shall include Injury or Damage caused by animals (owned by the Insured or for which the Insured is legally responsible) used or kept by the Insured in connection with the Insured's Business:

1. whilst being driven anywhere **within the Territorial Limits** provided the Insured takes reasonable precautions to comply with legislation regarding the driving of animals on public roads;
2. whilst on any premises of the Insured;
3. whilst at any location (but excluding any premises of the Insured) anywhere within Territorial Limits where such animals are temporarily kept or temporarily housed;
4. whilst straying from the location referred to in 3 above or straying from the premises referred to in 2 above.

**Breakout of wild animals (damage to perimeter fencing)** (if stated as included in the Schedule)

The indemnity provided herein will include claims arising out of forcible and violent break out by animals of the perimeter fences of the premises owned and/or leased by the Insured

**Provided always that:**

- (i) such perimeter fencing shall comply with the requirements of the National Park Board of any other authority governing the control of game parks and that the fences are regularly inspected and maintained in proper working order;**
- (ii) the total liability of the Company under this Extension shall not exceed the Indemnity Limit stated in the Schedule in respect of each claim or series of claims arising from any one originating cause;**
- (iii) the Company shall not be liable for the first amount payable stated in the schedule of each claim or series of claims arising out of one originating cause.**

**Car parks** (if stated as included in the Schedule)

Notwithstanding the provisions of specific exclusion 2.2, 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.

**Cleaning / dry cleaning of guests effects** (if stated as included in the Schedule)

Specific exclusions 2.2 and 2.3 shall not apply to loss or damage to guests' laundry whilst undergoing a process of cleaning and or dry cleaning.

**This extension only applies to that part of the risk that relates to a guesthouse and/or lodge if insured in terms of this section.**

**Cross liabilities**

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

**Emergency evacuation of guests** (if stated as included in the Schedule)

The Company will indemnify the Insured for all reasonable expenses incurred by the Insured for the emergency evacuation of guests from the Insured's premises following damage by, or the possibility of damage by fire, lightning, explosion, storm, wind, water, hail or snow.

**Emergency medical expenses** (if stated as included in the Schedule)

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.

**Employees' and visitors' property** (if stated as included in the Schedule)

Specific exclusion 2.2 shall not apply to property belonging to any partner, director or employee of the Insured or any visitor to the Insured's premises.



**Errors and omissions** (if stated as included in the Schedule)

The Company will indemnify the Insured for damages which the Insured shall become legally liable to pay by way of compensation as a result of a claim or claims first made against the Insured and notified to the Company during the Period of Insurance arising out of any act, advice, error or omission committed, or alleged to have been committed, subsequent to the inception date by or on behalf of the Insured in connection with the Insured's Business as specified in the Schedule.

For the purposes of this extension, the term "claim or claims" shall mean any:

1. writ, summons, application or other legal or arbitral proceedings, cross-claim or counterclaim issued against or served upon the Insured;
2. written or verbal demand alleging liability communicated to the Insured under any circumstances and by whatever means.

**Additional specific exclusions (applicable to errors and omissions extension)**

**This extension does not cover liability for:**

1. any claims or claims first made against the Insured prior to the inception of this extension;
2. any fact, situation or circumstance of which the Insured had become aware prior to the inception of this extension which a reasonable person in the Insured's position would have considered may give rise to a claim or claims under this or similar or like policies;
3. any claim or claims arising from any actual act, error or omission or conduct by or on behalf of the Insured prior to the effective date of this extension;
4. any claim which is based on or is attributable to any failure or omission on the part of the Insured to effect or maintain insurance;
5. any claim arising out of delays in the performance of services or the supply of products;
6. any claim arising out of any form of industrial action, whether such action is taken by the Insured's employees or by others;
7. any claim for the failure to perform to the conditions of any contract;
8. any claim for which cover is provided for elsewhere in this insurance.

**Extended reporting option** (if stated as included in the Schedule)

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

1. this option may only be exercised in the event of the Company cancelling or refusing to renew this section;
2. this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either the Insured or the Company;
4. the Insured has not obtained insurance equal in scope and cover to this section as expiring;
5. **the Company shall only be liable for a Defined Event which occurred after the retroactive date but prior to date of cancellation or non-renewal;**
6. claims first made against the Insured or any Reported Event by the Insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
7. **the total amount payable by the Company for claims made or Reported Events during the extended reporting period shall not have the effect of increasing the Limit of Indemnity applicable as on the last day preceding the cancellation or non-renewal.**

**Fire extinguishing charges** (if stated as included in the Schedule)

**Subject to the limit of indemnity in the schedule**, the Company will indemnify the Insured for all reasonable fire extinguishing costs and expenses which the Insured shall become legally liable to pay as a result of the extinguishing or fighting of fire (including water-bombing by air) to prevent the spreading of such fire beyond the borders of the Insured's own premises.

The Company will also, **subject to the separate limit of indemnity against "Spotter plane charges"**, indemnify the Insured for the reasonable costs and expenses for which the Insured shall become legally liable to pay as a result of the call out and assistance of a Spotter Plane belonging to Working on Fire (WOF) which has been requested by the Fire Protection Officer of a registered Fire Protection Association for the purposes of spotting the fire or guiding the helicopter or other aircraft required for water-bombing to the site of the fire.

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

**Gratuitous advice** (if stated as included in the Schedule)

Notwithstanding anything to the contrary contained in specific exclusion 3.1, the Company will indemnify the Insured in respect of Defined Events caused by the unintentional failure of the Insured to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party **provided that this section does not cover liability:**

1. arising out of the insolvency of the Insured;
2. arising out of financial services and/or cost estimates provided by or on behalf of the Insured;
3. arising out of defamation;



4. arising out of design, formula, supervision, treatment or advice given by or on behalf of the Insured in exchange for a fee;
5. arising out of technical information or advice given in connection with a Product unless the extension for Products Liability is included in the Schedule.

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

### Personal legal liability

The Defined Events are extended to include damages which the Insured, in the Insured's personal capacity, shall become legally liable to pay consequent upon Injury or Damage.

### Products liability (including defective workmanship) (if stated as included in the Schedule)

Notwithstanding anything to the contrary contained in specific exclusion 2.3 and 3.4, the Company will indemnify the Insured in respect of Defined Events happening anywhere in the world **elsewhere than at premises occupied by the Insured**, and caused by any Product in connection with the Business (including wrongful delivery and delivery of incorrect Products). The Retroactive date referred to in the Defined Events is the Retroactive date stated against this extension in the Schedule.

**The amount payable under this extension, inclusive of any Costs and Expenses, shall not exceed the Limit of Indemnity (per event) and/or Limit of Indemnity (per Period of Insurance) for this extension stated in the Schedule.**

### Additional specific exclusions [applicable to Products Liability extension (including defective workmanship)]

**This extension does not cover liability:**

1. for the cost of repair, alteration, recall, reconditioning or replacement of the Product or part thereof (including containers and labels) causing Injury or Damage and/or the loss of use of any Product or part thereof;  
For the purposes of this additional specific exclusion the term "replacement" shall be deemed to include any credit or refund granted or alternative Product provided by or on behalf of the Insured in lieu of replacement of the defective Product.
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the Product and any other property essential to such repair, alteration or replacement unless physically damaged by the Product;
3. arising from the failure of any Product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed but this exclusion shall not apply to consequent Injury or Damage;
4. arising from Products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
5. in respect of Injury or Damage happening in the United States of America or Canada caused by or through or in connection with any Products sold or supplied by or to the order of the Insured, if such Products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on behalf of the Insured;
6. for any defect in any Product or any part thereof of which the Insured was aware prior to the inception of this extension;
7. caused by any Product listed in the Schedule against "Excluded products".

### Spread of fire liability (if stated as included in the Schedule)

Specific exclusion 13 is deleted. It is a condition of this extension that, at the happening of an occurrence that gives rise to a claim in terms of this extension, the Insured was complying with the requirements of the National Veld and Forest Fire Act No. 101 of 1998 (as amended).

### State railway authority and other government departments (if stated as included in the Schedule)

Notwithstanding the provisions of specific exclusions 2.2 and 3.2, this section extends to indemnify the Insured:

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

### Statutory legal defence costs (if stated as included in the Schedule)

If the Insured so requests, the Company will indemnify the Insured or any employee, partner or director of the Insured against costs and expenses **not exceeding the amount stated in the Schedule** incurred by or on behalf of the Insured or any employee, partner or director of the Insured with the consent of the Company in the defence of any prosecution of such person in the course of his occupation with the Insured arising from an alleged contravention of any statute in the course of the Business during the Period of Insurance.

### Provided that

1. in the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed;
2. 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;



3. such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exclusions and conditions of this policy and this section thereof in so far as they can apply;
4. **if the prosecution arises from or in connection with any Product, the Company will only indemnify the Insured or any employee, partner or director of the Insured if the extension for Products Liability is stated in the Schedule to be included.**

**Tenant's liability** (if stated as included in the Schedule)

Specific exclusions 2.2 and 3.2 of this section shall not apply to premises occupied by the Insured as tenant **(but not as the owner)** thereof.

**Tool of trade** (if stated as included in the Schedule)

Specific exclusion 3.2 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 Motor insurance has been effected by the Insured covering the same liability.**

**Tool of trade – extended cover** (if stated as included in the Schedule)

The above tool of trade extension is extended to include any vehicle being operated as a tool of trade of the Business of the Insured whether or not such vehicle falls within the scope of any form of Motor insurance.

**The amount payable under this extension shall not exceed the Limit of Indemnity (per event) and/or Limit of Indemnity (per Period of Insurance) for this extension stated in the Schedule.**

**Provided that the Company shall not be liable hereunder:**

1. **in respect of so much of any liability as falls within the scope of any compulsory third party insurance legislation;**
2. **where any other form of motor insurance has been effected by the Insured covering the same liability;**
3. **if the Injury or Damage occurs on a public road.**

For the purposes of this extension, a public road shall mean any road used by the public other than a road situated on private property.

**Unattached trailers** (if stated as included in the Schedule)

Specific exclusion 3.2 shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle, **provided that the Company shall not be liable hereunder in respect of so much of any liability:**

1. **which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by the Insured;**
2. **as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected.**

**Vibration and removal of support** (if stated as included in the Schedule)

Specific exclusion 4 is deleted provided always that **the amount payable shall not exceed the Limit of Indemnity (per event) and Limit of Indemnity (per Period of Insurance) stated in the Schedule.**

**Wrongful arrest and defamation** (if stated as included in the Schedule)

The Defined Events are extended to include damages:

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

**provided always that the Limits of Indemnity shall not exceed the amount stated in the Schedule.**



# MOTOR GENERAL SECTION

## DEFINITIONS

**Event:** unless stated otherwise, this means an event or series of events arising from one cause in connection with any one Insured Vehicle in respect of which indemnity is provided by this insurance.

**Vehicle:** shall mean

1. any self-propelled conveyance stated in the schedule, used on land **but that does not run on rails and restricted to:**
  - 1.1 private type motor cars (including sedans, cabriolets, sports utility vehicles, motorised caravans, station wagons and the like) designed or adapted to carry **not more than 12 persons**, including the driver;
  - 1.2 buses designed or adapted to carry **more than 12 persons**, including the driver;
  - 1.3 light commercial vehicles which are vehicles **with gross vehicle mass of up to 3,500 kg** designed or adapted to carry goods;
  - 1.4 commercial vehicles which are vehicles **with gross vehicle mass exceeding 3,500 kg** designed or adapted to carry goods;
  - 1.5 motor cycles which are vehicles with two or more wheels that are designed to be driven by the type of controls usually fitted to motor cycles;
  - 1.6 agricultural equipment, i.e. any agricultural vehicle which is not designed or adapted for the main purpose of transporting goods, including tractors and harvesters;
  - 1.7 special type vehicles which are vehicles manufactured or modified for specific commercial purposes such as digging, firefighting, lifting, loading, earth moving and the like and which are operated by skilled and trained operators and which are not insurable under vehicle definitions 1.1 to 1.6

and includes any accessories whilst fitted to the vehicle whether specified in the schedule or not.

Provided that

- (a) the accessory is on the vehicle at the time of the insured event;
  - (b) the insured amount of the vehicle stated in the schedule is adequate to include both the vehicle and the accessory;
2. any vehicle used on land without means of self-propulsion designed to be drawn by a self-propelled vehicle defined in 1 above, **but excluding any parts or accessories not permanently fitted thereto.**

## COVER PROVIDED BY THIS SECTION

Subject otherwise to the terms, exclusions and conditions of this section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule).

## CONTINGENT LIABILITY (if stated in the schedule to be included)

The Company will

1. indemnify the Insured for claims made against them in respect of death of or bodily injury to any person, or damage to property resulting from any accident caused by or through or in connection with the loading or unloading of any Vehicle not the property of or provided by the Insured, being used by any partner or director or employee of the Insured (hereinafter in this extension referred to as the person), in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses;
2. indemnify the person in the event of an accident arising in the course of the business and caused by or through or in connection with any Vehicle not belonging to him or to the Insured or leased or hired by either of them, **but only in so far as the person has not been refused any motor insurance or continuance thereof by any insurer;**



3. indemnify the person 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;**
4. 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 cover, 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 cover.

**Provided that:**

- (a) **the accident arises in the course of the Insured's business;**
- (b) **the accident arises while the Vehicle is being used by the person;**
- (c) **if, at the time of the occurrence of any accident giving rise to a claim under this cover, the Insured or the person is entitled to indemnity under any other policy in respect of the same Event, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under the other policy;**
- (d) **the Company shall not be liable for loss of or damage to any Vehicle being used by the Insured in the manner described in 1. and 2. above;**
- (e) the payment by the Insured of subsidies or travelling allowances to the person for the use of his own Vehicle for official purposes of the Insured, including the carriage of persons for the purposes, shall not prejudice this cover.

**The Company's liability shall not exceed the insured amount stated in the schedule for any one Event.**

## **PARKING FACILITIES AND MOVEMENT OF THIRD PARTY VEHICLES (if stated in the schedule to be included)**

The Company will indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any Vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employ of the Insured or acting on the Insured's behalf.

**Provided that:**

- (a) **the Vehicle was being moved with the authority of any tenant, customer or visitor of the Insured, or in connection with the Insured's parking arrangements, or to facilitate the carrying out of the Insured's business;**
- (b) **this cover shall not apply in respect of damage to Vehicles which are parked for reward;**
- (c) **the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.**

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

## **EXCLUSIONS – LIABILITY TO THIRD PARTIES**

**The Company shall not be liable for:**

1. **death of or bodily injury to any person in the employ of the Insured arising from and in the course of the employment;**
2. **death of or bodily injury to any person being a member of the same household as the Insured;**
3. **damage to property belonging to the Insured or an employee of the Insured or a member of the same household as the Insured;**
4. **damage to any Insured Vehicle the property of the Insured or an employee of the Insured or a member of the same household as the Insured;**
5. **damage to property, including any Vehicle, held in trust by or in the custody or control of the Insured;**
6. **damage to property being conveyed by, loaded onto or unloaded from any Insured Vehicle;**
7. **any 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 tool or plant. This exclusion shall not apply to forklift trucks;**



8. in respect of so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exclusion shall apply notwithstanding that no insurance under the aforementioned enactment is in force or has been effected.
9. compensation which may be claimed from or payable under any compulsory motor vehicle insurance and this exclusion applies whether or not such compensation is claimed, paid or received, whether the applicable legislative entity is unable to or incapable of providing compensation, and notwithstanding that no insurance under any compulsory motor vehicle insurance has been effected;
10. compensation that can or could be claimed from or payable by the Road Accident Fund in terms of the Road Accident Fund Act 56 of 1996, as amended, or in terms of any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by or arising in connection with an insured vehicle. This exclusion applies whether or not the Road Accident Fund is unable or incapable of paying compensation, or whether compensation is claimed, paid or received, and notwithstanding that no insurance under the said legislation is in force or has been effected.

## SPECIFIC EXCLUSIONS

The Company shall not be liable:

1. for any accident, injury, loss, damage, liability, costs and/or expenses caused, sustained or incurred in any country outside the standard territorial limits stated in the schedule;
2. for any accident, injury, loss, damage, liability, costs and/or expenses incurred while any Vehicle is being driven by
  - (i) the Insured whilst his/her blood alcohol concentration level exceeds the legal limit or if the person is under the influence of alcohol or intoxicating drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than the Insured) or while the Insured does not comply with the licensing laws of the country where the Defined Event took place;
  - (ii) any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of alcohol or intoxicating 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 does not comply with the licensing laws of the country where the Defined Event took place, but this shall not apply if the Insured was unaware that the driver was not complying with licensing laws and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that drivers comply with licensing laws.
3. for any claim arising from contractual liability, unless the liability would have attached to the Insured notwithstanding the contractual agreement;
4. if the Insured Vehicle is used by the Insured or with the general consent of the Insured:
  - (i) for hiring;
  - (ii) for carriage of passengers for hire or carriage of fare paying passengers;
  - (iii) for racing;
  - (iv) for speed or other contests, rallies or trials;
  - (v) for carriage of explosives;
  - (vi) for carriage of passengers exceeding the capacity for which the Vehicle is licensed to carry or constructed to carry;
  - (vii) for carriage of any load in excess of that for which the Vehicle is licensed to carry or constructed to carry.

## COMPULSORY CONDITIONS

### Driver's licence

If, during the currency of the Motor General, Motor Specified Vehicles, Motor Fleet and Motor Industry Risks sections, any driver's licence in favour of the Insured or any authorised driver of the Insured is endorsed, suspended or cancelled, or if the driver is charged with or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately when the Insured has knowledge of the fact.



**First amount payable**

In respect of each and every Event giving rise to a claim under the Motor General, Motor Specified Vehicles, Motor Fleet and Motor Industry Risks sections, **the Insured shall be responsible for the first amounts payable stated in the schedule of any expenditure (or any less expenditure which may be incurred)** for which provision is made under this section (including any payment in respect of costs, expenses and fees), and of any expenditure incurred by the Company in the exercise of any discretion it may have under this insurance. **If the expenditure incurred by the Company includes any first amount payable for which the Insured is responsible, the amount shall be paid by the Insured to the Company immediately.** In the event of the recovery of the Insured Vehicle following theft or hijacking, the theft first amount payable will be repaid to the Insured. If the recovered Insured Vehicle is damaged, the first amount payable for damages will apply. No first amount payable shall apply to claims resulting from fire, lightning or explosion unless stated in the schedule.

**CLAUSES**

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule).

**Waiver of subrogation rights**

For the purposes of the Motor General, Motor Specified Vehicles, Motor Fleet and Motor Industry Risks sections 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 person shall observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this insurance in so far as they can apply.**

**Principals**

Notwithstanding point 3 of Specific exclusions, the indemnity under this section (as well as the sections Motor Specified Vehicles, Motor Fleet and Motor Industry Risks, where applicable), extends to indemnify, to the extent required by the conditions of any contract of the Joint Building Contracts Committee, and in connection with any liability arising from the performance of the contract, any principal named in the contract entered into by the Insured for the purposes of the business, **provided that the liability of the Company shall not exceed the insured amount stated in the schedule.**

**Cross liabilities**

Where more than one Insured is named in the schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between the Insureds 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.**

**War**

In respect of sub-sections 2 and 3 of the Motor Specified Vehicles, Motor Fleet and Motor Industry Risks sections, General exclusion 1 (in the General Conditions) 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.**



# MOTOR SPECIFIED VEHICLES SECTION

This wording is to be read in conjunction with the Motor General wording. The Definitions, Compulsory conditions, Exclusions – Liability to third parties, Specific exclusions and Clauses of the Motor General wording also apply to this section, unless specifically stated otherwise.

## DEFINITIONS

**Hijack:** shall mean the unlawful intentional removal of the Insured Vehicle without the Insured's permission with the use or threat of use of a firearm or any other dangerous weapon, the infliction of grievous bodily harm or a threat to inflict bodily harm by the offender or any accomplice.

**Insured Vehicle:** shall mean any Vehicle

1. owned by the Insured, or
2. hired or leased to the Insured, or
3. operated by the Insured as replacement for any Vehicle in 1 or 2 above 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 Retail Value of the replacement vehicle or the Vehicle insured amount stated in the schedule.**

**Taxi:** shall mean a type of Vehicle for hire with a driver that is used by a single or small group of passengers to convey them to destinations of their choice.

**Write-Off:** shall mean that damage to a Vehicle, in the opinion of the Company, is not economical to repair.

### Retail Value

1. For Vehicles listed in the auto dealers' guides, Retail Value shall mean the published retail value adjusted according to the guide's recommendations for odometer reading, overall condition, extras, accessories and parts fitted to the Vehicle at the time of the loss or damage.
2. For Vehicles, Vehicle types and accessories not listed in the auto dealers' guides, Retail value shall be based on a minimum of three quotations obtained from the motor dealer market for a similar Vehicle of the same make and model in similar condition at the time of the loss or damage.

## SUB-SECTION 1 – DAMAGE TO THE INSURED VEHICLE

### DEFINED EVENTS

Loss of or damage to any Insured Vehicle as described in the schedule.

Provided that:

- (a) the Vehicle insured amount is stated in the schedule and **the maximum amount payable by the Company shall be the lesser of the insured amount or the Retail Value of the Vehicle at the time of the loss or damage;**
- (b) in the event of any Vehicle part being unobtainable in the Republic of South Africa as a standard (ready manufactured) article the liability of the Company shall be discharged by the payment of an amount equal to the value of the part (including the reasonable cost of freight) at the time of the accident, **but not in any case exceeding the part's price as stated in the manufacturer's last issued catalogue or price list;**
- (c) the Company may, at its own option, repair, reinstate or replace the Vehicle or any part thereof and/or its accessories and parts or may pay in cash the amount of the loss or damage; **not exceeding the Retail Value of the Vehicle and/or its accessories and/or parts at the time of the loss or damage, subject to the Company's maximum liability as set out in proviso (a);**
- (d) if, to the knowledge of the Company, the Vehicle is the subject of a suspensive sale or similar agreement and the Insured Vehicle is written off or stolen/hijacked and not recovered, the payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of the loss or damage;
- (e) in the event of damage limited to only the windscreen, side or rear glass forming part of any Insured Vehicle, **the Insured shall be responsible for the first amount payable applicable to motor glass stated in the schedule for each and every Event.**

### ACCESSORIES

Accessories and parts predefined in the Vehicle definition in the Motor General wording and at the option of the Insured may be described in the schedule.

Provided that:



1. where accessories and parts form a permanent part of the Vehicle, at the option of the Insured, these items may be listed in the schedule as Accessories included in the Vehicle insured amount and that their value is deemed to be included in the Vehicle insured amount and that the insured amount is adequate;
2. where accessories and parts do not form a permanent part of the Vehicle, such as a canopy or tow bar, at the option of the Insured, these may be listed in the schedule as Accessories not included in the Vehicle insured amount and their value is separately stated and in addition to the Vehicle insured amount.

### Accessories not included in the Vehicle insured amount

Notwithstanding anything to the contrary stated in proviso (a) of Defined Events of sub-section 1 and the definition of "Vehicle" and subject to the terms, conditions and exclusions of the section, the Company will indemnify the Insured for loss of or damage to the accessory listed in the schedule as follows:

1. Where the accessory is lost or damaged whilst not fitted to the Insured Vehicle or lost or damaged without the Insured Vehicle being lost or damaged in the same Event, **the Company's liability shall not exceed the insured amount of the accessory or the replacement value of a similar accessory in a new condition (whichever is the lesser) at the time of the loss or damage.**

**Provided that:**

- (a) **if the replacement value of the accessory at the time of the loss or damage is of greater value than the insured amount thereof, the Insured shall be considered his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each accessory listed in the schedule shall be separately subject to this condition;**
  - (b) where the accessory consists of articles of a pair or set, the Company shall be liable for the value of the entire pair or set **only if replacement of the individual item in the pair or set is not possible;**
  - (c) **where the accessory includes vehicle tyres, the Company will reduce any settlement to the Insured in relation to the tyres, in proportion to the tyre tread used;**
  - (d) the conditions of this sub-section relating to claim free groups shall not apply to any payment made for accessories;
  - (e) **the Insured shall be responsible for the first amount payable stated in the schedule for the accessory in respect of each and every Event.**
2. Where the accessory is fitted to the Vehicle and the Insured Vehicle is lost or damaged in the same Event, the insured amounts of all accessories listed in the schedule will be added to the Vehicle insured amount.

**Provided that:**

- (a) **the Company's liability shall not exceed the amount as set out in proviso (a) of the Defined Events of sub-section 1 for the Vehicle plus the insured amount of the accessory or the replacement value of a similar accessory in a new condition (whichever is the lesser) at the time of the loss or damage;**
- (b) **the first amount(s) payable for the accessory/accessories stated in the schedule shall not apply. Instead the first amount payable applicable to the Vehicle will be applied to the sum insured as determined in 2 above.**

## EXCLUSIONS TO SUB-SECTION 1

The Company shall not be liable to pay for:

1. consequential loss as a result of any cause whatsoever;
2. depreciation in value whether arising from repairs following a Defined Event or otherwise;
3. wear and tear;
4. gradual deterioration;
5. mechanical, electronic or electrical breakdowns, failures or breakages;
6. damage to tyres by application of brakes or by road punctures, cuts or bursts;
7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. detention, confiscation or requisition by customs or other officials or authorities provided that this exclusion shall not apply to damage occurring during the detention, confiscation or requisition which is discovered on return of the Vehicle to the Insured.

## EXTENSIONS TO SUB-SECTION 1

Subject otherwise to the terms, exclusions and conditions of this sub-section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule).

### Cancellation of bookings (4x4) (if stated as included in the schedule)

Notwithstanding exclusion 1 of sub-section 1 the Company will indemnify the Insured for the loss of the value of deposits paid for the reservation or booking of accommodation **limited to the insured amount stated in the schedule** arising out of the cancellation of the booking due to:

1. accidental injury, illness or death of



- (i) the person for whom the accommodation was booked or any person with whom he/she has arranged to travel;
  - (ii) a close relative, fiancé or close business colleague of the Insured;
2. compulsory quarantine or jury duty in a court of law applying to the guest or any person with whom he/she has arranged to travel;
  3. the permanent residence of the Insured being lost or damaged by fire, storm, wind, water, hail, snow or earthquake necessitating his/her return home;
  4. any official requirement by any lawfully established authority for the Insured to attend emergency duty in military, medical or public service.

**Provided that the Company shall not be liable for claims where, at the time that the booking was made:**

- (a) the Insured was aware of a medical condition or set of circumstances which could reasonably be expected to give rise to the booking being cancelled or curtailed;**
- (b) any person whose condition gives rise to the claim was receiving or who was on a waiting list for or had knowledge of the need for in-patient treatment at a hospital or nursing home;**
- (c) any person whose condition gives rise to a claim was travelling against the advice of a medical practitioner;**
- (d) any person whose condition gives rise to a claim was travelling for the purpose of obtaining medical treatment abroad;**
- (e) any person whose condition gives rise to a claim who, during the 12 months prior, was suffering from any chronic and/or recurring illness of a serious nature which had necessitated consultation or treatment.**

### **Credit shortfall (if stated as included in the schedule)**

Where the basis of settlement is Retail Value and any total loss settlement under sub-section 1 is less than the amount owing to the financier under a current instalment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall, **less:**

1. **any arrears instalments or rentals including interest payable on the arrears;**
2. **all refunds of premium for cancellation of any insurance cover relating to the Vehicle;**
3. **the first amount payable under sub-section 1;**
4. **any amounts financed that relate to vehicle warranties, service plans, maintenance plans and the like;**
5. **any amounts financed for accessories not forming part of the Vehicle.**

**Provided that:**

- (a) this extension shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment;**
- (b) if the shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void;**
- (c) this extension shall not apply where the amount owing to the financier is more than the Retail Value of the Vehicle as a result of debt restructuring.**

### **Fire extinguishing charges (if stated as included in the schedule)**

The Company will pay in addition to the Vehicle insured amount any costs up to the insured amount stated in the schedule relating to the extinguishing or fighting of fire (including replacement or refilling of the Insured's fire extinguishers after being used in connection with the Insured Vehicle).

**Provided that:**

- (a) the Insured is legally liable for the costs;**
- (b) the Insured Vehicle was on fire or in danger of fire.**

### **Keys (if stated as included in the schedule)**

The Company will indemnify the Insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any Insured Vehicle following upon the loss of or damage to any key or alarm controller of the Vehicle, or following upon damage to the Vehicle's locks in order to gain forced access to the Vehicle, or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of the key or alarm controller.

**Provided that:**

- (a) no other damage has been caused to the Vehicle giving rise to a claim under the policy;**
- (b) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;**
- (c) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event;**
- (d) the provisions of this sub-section relating to claim free groups shall not apply to any payment made under this extension.**

### **Loss of use (if stated as included in the schedule)**

Notwithstanding exclusion 1 of sub-section 1, the Company will indemnify the Insured for the loss of use of the Insured Vehicle following loss of or damage.



**Provided that:**

- (a) the loss or damage to the Insured Vehicle is covered in terms of this policy;**
- (b) where the Vehicle is**
  - 1. **stolen or hijacked and not recovered, or**
  - 2. **not drivable****cover will commence once a claim has been registered with the Company;**
- (c) where the Vehicle is**
  - 1. **damaged but still drivable, or**
  - 2. **stolen or hijacked and recovered with damage but still drivable****cover will commence once the authorised repairer takes custody of the Insured Vehicle to do the repair work;**
- (d) loss or damage falling within the applicable first amount payable is not covered in terms of this extension;**
- (e) compensation will end**
  - 1. **on the day of completion of the repairs by the authorised repairer, or**
  - 2. **on the day the agreement of loss is forwarded by the Company to the Insured**
- (f) notwithstanding proviso (e) above, indemnity by this extension shall not exceed the number of days stated in the schedule for any one Event,**
- (g) the Company's liability per day shall not exceed the insured amount (per day) stated in the schedule.**

**Loss of use for foreign travel (4x4)** (if stated as included in the schedule)

In the event of the Insured Vehicle:

- 1. becoming unusable for more than 5 consecutive days as a result of loss or damage covered by this section, or
- 2. being a Write-Off or stolen and not recovered within 14 days

the Company will pay the insured amount (per day) stated in the schedule.

**Provided that:**

- (a) where the Vehicle is**
  - 1. **stolen or hijacked and not recovered, or**
  - 2. **not drivable****cover will commence once a claim has been registered with the Company;**
- (b) where the Vehicle is**
  - 1. **damaged but still drivable; or**
  - 2. **stolen or hijacked and recovered with damage but still drivable****cover will only commence once the authorised repairer takes custody of the Insured Vehicle to do the repair work;**
- (c) payment will be made for the period until the time as the Insured Vehicle has been:**
  - (i) repaired satisfactorily if damaged or stolen and recovered with damage, or**
  - (ii) replaced if stolen and not recovered or written off, or**
  - (iii) paid in cash in the event of a cash settlement.**
- (d) notwithstanding proviso (c) above, indemnity by this extension shall not exceed the number of days stated in the schedule for any one Event;**
- (e) the Company shall not be liable under this extension if the loss or damage to the Vehicle falls within the first amount payable stated in the schedule;**
- (f) this extension only applies where the Vehicle is used outside the borders of the RSA.**

**Mechanical breakdown towing costs** (if stated as included in the schedule)

Notwithstanding exclusion 5 of sub-section 1 the Company will indemnify the Insured for towing of the Insured Vehicle following mechanical, electronic or electrical breakdown.

**Provided that:**

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;**
- (b) this extension only applies to Vehicles as defined in vehicle definition 1.1 and 1.3;**
- (c) the provisions of this sub-section relating to claim free groups shall not apply to any payment made under this extension;**
- (d) the Company shall not be liable under this extension for more than one Event for any one insurance period of 12 consecutive months.**



- (e) the Company shall not be liable for any storage fees for the Insured Vehicle before or after repairs have been done;
- (f) the Company shall not be liable for the costs to repair the Vehicle.

**Motor hire** (if stated as included in the schedule)

The Company will provide the Insured with a rental vehicle similar but not inferior to the Vehicle available under the heading "Group" stated in the schedule if the Insured Vehicle is:

1. unusable or being repaired, or
2. a Write-Off, or
3. stolen or hijacked and not recovered.

**Provided that:**

- (a) a claim has been registered with the Company and the loss or damage is covered in terms of the policy;
- (b) the Insured Vehicle is a Vehicle as defined in vehicle definition 1.1 and 1.3;
- (c) the address where the rental vehicle will be delivered is within the borders of the RSA;
- (d) the rental vehicle will be provided until such time as
  - i. the Insured Vehicle has been satisfactorily repaired if repairs were economically viable, or
  - ii. the Insured Vehicle has been replaced, or
  - iii. the claim is settled in cash in case of a cash settlement, or
  - iv. the Insured Vehicle has been recovered and, if required, repaired if stolen and recovered with damage;
- (e) notwithstanding proviso (d) above, the rental vehicle will not be supplied for a period exceeding the maximum number of days stated in the schedule;
- (f) loss or damage falling within the applicable first amount payable is not covered in terms of this extension;
- (g) the Insured is responsible for a security deposit payable to the service provider when receiving the rental vehicle;
- (h) the Company shall be liable for the cost of delivery and pick up of the rental vehicle to and from the Insured.

Should the Insured be supplied with a rental vehicle outside the RSA, but within the territorial limits of the policy, the Insured may rent a Vehicle from a recognised rental company for his own account. Upon submission of an invoice the Company will reimburse the Insured for the rental costs **provided that the rental cost per day shall not exceed the amount that the Company would have paid to provide such rental vehicle in the RSA when using its own service providers.**

**Personal documents (4x4)** (if stated as included in the schedule)

The Company will pay for the cost of replacing lost or damaged documents, including identity documents, passports, visas and vaccination certificates, and also any lost or damaged printed road maps or permits which allow the Insured Vehicle entry into or exit from countries, **provided that the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.**

**Repatriation following mechanical breakdown (4x4)** (if stated as included in the schedule)

In the event of the Insured Vehicle being disabled by reason of mechanical or electrical failure while outside the RSA the Company will pay the reasonable cost of repatriating the Vehicle to the RSA.

**Provided that:**

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;
- (b) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event;
- (c) the provisions of this sub-section relating to claim free groups shall not apply to any payment made under this extension;
- (d) the Company shall not be liable under this extension for more than one Event for any one insurance period of 12 consecutive months.

**Replacement of Vehicles**

In the event of the Insured Vehicle being a Write-Off or stolen and not recovered within a reasonable time, the Company will replace the Vehicle with a similar new Vehicle subject to the availability thereof.

**Provided that:**

- (a) this extension only applies to Vehicles defined in vehicle definitions 1.1 and 1.3;
- (b) the loss or damage occurs within 12 months of the date of first registration of the Vehicle;
- (c) the Insured Vehicle has not travelled more than 2,500 kilometres per month or 30,000 kilometres in total;
- (d) the Company shall not be liable for more than the Vehicle insured amount stated in the schedule less the first amount payable.



**Riot and strike (other than RSA and Namibia)** (if stated as included in the schedule)

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

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

**Provided that this extension does not cover:**

- (a) loss or damage occurring in the RSA and Namibia;**
- (b) consequential or indirect loss or damage of any kind or description whatsoever;**
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;**
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;**
- (e) loss or damage related to or caused by any Event referred to in General exclusion 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 Event.**

**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.**

**The Company's liability for any loss or damage in respect of any one Vehicle is limited to the lesser of the insured amount stated in the schedule and the Retail Value of the Vehicle at the time of the loss or damage.**

**The Insured shall be responsible for the first amounts payable stated in the schedule under sub-section 1.**

**Temporary repairs** (if stated as included in the schedule)

The Insured may give instructions for repairs to be executed without the prior consent of the Company to the extent of but not exceeding the insured amount stated in the schedule for any one Event, **provided that a detailed estimate is first obtained and immediately forwarded to the Company.**

**Towing costs inside the borders of RSA** (if stated as included in the schedule)

Where a Defined Event occurs inside the RSA, the Company will pay the reasonable cost of removal of the Insured Vehicle to the nearest Santam approved repairer within the RSA as well as the reasonable cost of protection, storage and delivery of the Insured Vehicle to the permanent address of the Insured within the territorial limits stated in the schedule after a Defined Event occurred.

**Towing costs outside the borders of RSA** (if stated as included in the schedule)

Where a Defined Event occurs outside the RSA, the Company will pay the cost of removal of the Insured Vehicle to the nearest border of the RSA or place of safety.

**Provided that:**

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;**
- (b) the Company will pay the reasonable cost of such towing irrespective of whether the value of the claim arising from the incident falls within the first amount payable;**
- (c) if the Insured Vehicle cannot be repatriated to the RSA on the grounds that the Vehicle is a Write-Off, the Company will deduct 15% from the settlement due to the Insured;**
- (d) The Company shall not be liable to pay for government imposed duties, charges or stamps relating to the repatriation of the Vehicle.**

The Company will also pay the reasonable cost of

1. moving the Vehicle from the RSA border to the nearest Santam approved repairer within the RSA;
2. protection, storage and delivery of the Insured Vehicle to the permanent address of the Insured within the territorial limits stated in the schedule after repairs

after a Defined Event occurred.

**Tyres (4x4)** (if stated as included in the schedule)

Notwithstanding exclusion 6 of sub-section 1 the Company will indemnify the Insured for irreparable damage to the Insured Vehicle's tyres caused by any unseen or concealed object on the road or other surface.

**Provided that:**

- (a) no other damage has been caused to the Vehicle giving rise to a claim under the policy;**
- (b) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;**



- (c) **the Insured shall at his/her own expense have the damage assessed by more than one reputable tyre supplier/repairer to assess whether or not the tyre can be repaired;**
- (d) **the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event;**
- (e) the provisions of this sub-section relating to claim free groups shall not apply to any payment made under this extension;
- (f) **the Company will deduct from any settlement to the Insured an amount equal to the proportion of the tread used on the tyre.**

#### **Vehicle lights (4x4)** (if stated as included in the schedule)

The Company will indemnify the Insured in respect of the replacement cost of the head, tail or spot lights of the Insured 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 stated in the schedule for each and every Event;**
- (c) the provisions of this sub-section relating to claim free groups shall not apply to any payment made under this extension.

#### **Winching equipment (4x4)** (if stated as included in the schedule)

Notwithstanding exclusion 5 of sub-section 1, the Company will indemnify the Insured for sudden and unforeseen mechanical and electrical breakdown, failure or breakage of the Insured Vehicle's winching equipment.

**Provided that:**

- (a) **no other damage has been caused to the Vehicle giving rise to a claim under the policy;**
- (b) **the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;**
- (c) **the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event;**
- (d) the provisions of this sub-section relating to claim free groups shall not apply to any payment made under this extension;
- (e) **the Company shall not be liable for:**
  - (i) **breakdowns, failures or breakages associated with defective design, parts or repair;**
  - (ii) **exceeding the load levels of the winching equipment as recommended by the manufacturer or distributor;**
  - (iii) **wear and tear;**
  - (iv) **gradual deterioration of the equipment's consumable parts, components, cable or coupling devices.**

#### **Wreckage removal** (if stated as included in the schedule)

The Company will, in addition to the Vehicle insured amount, indemnify the Insured for any costs relating to the clearing up and removal of debris and wreckage of the Insured Vehicle following a Defined Event, **provided that the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.**

## **SUB-SECTION 2 – LIABILITY TO THIRD PARTIES**

### **DEFINED EVENTS**

The Company will indemnify the Insured in respect of any accident caused by or through or in connection with any Vehicle described in the schedule or in connection with the loading and/or unloading of the Vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including the claimant's costs and expenses in respect of:

- (a) death of or bodily injury to any person;
- (b) damage to property.

The Company will also:

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.
2. indemnify any person who is driving or using the Vehicle on the Insured's order or with the Insured's permission.

**Provided that:**

- (a) **the person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exclusions and conditions of this insurance in so far as they can apply;**
- (b) **the person driving the Vehicle has not been refused any motor insurance or continuance thereof by any insurer;**
- (c) **the person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.**



3. indemnify the Insured while personally driving or using any Vehicle that fits vehicle definition 1.1 or 1.3.

**Provided that:**

- (a) the Vehicle does not belong to the Insured;
- (b) the Vehicle is not leased or hired to the Insured under a lease or suspensive sale agreement;
- (c) the Insured is an individual;
- (d) a Vehicle is insured on this section that fits vehicle definition 1.1 or 1.3;
- (e) the Company shall not be liable for damage to the Vehicle while it is driven or used by the Insured.

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.**

**The Company's liability under sub-section 2 shall not exceed the insured amount stated in the schedule for any one Event.**

## EXCLUSIONS TO SUB-SECTION 2

**The Exclusions – Liability to third parties on the Motor General section apply in addition to the exclusions stated here.**

**The Company shall not be liable for:**

- 1. death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from any Insured Vehicle.

## EXTENSIONS TO SUB-SECTION 2

Subject otherwise to the terms, exclusions and conditions of this sub-section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule).

### **Passenger liability** (if stated as included in the schedule)

Exclusion 1 of sub-section 2 is hereby cancelled.

**Provided that:**

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;
- (b) the person is carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of the Insured Vehicle;
- (c) the Company shall not be liable under this extension if the territorial limitation in the schedule under this extension indicates "Inside RSA" and the Defined Event takes place outside the borders of the RSA.

### **Passenger liability including open Vehicles** (if stated as included in the schedule)

Proviso (b) of the Passenger liability extension is hereby cancelled.

### **Passenger liability – employees** (if stated as included in the schedule)

Notwithstanding exclusion 1 of sub-section 2 and exclusion 1 of Exclusions - Liability to third parties of the Motor General Section, the Company will indemnify the Insured for death of or bodily injury to an employee being carried in or upon, entering or getting onto or alighting from the Insured Vehicle.

**Provided that:**

- (a) this extension only applies to Vehicles as defined in Vehicle definition 1.3, 1.4 and 2;
- (b) the employee was not carried in or upon, entering or getting onto or alighting from the Vehicle for any purpose related to his or her employment;
- (c) the Vehicle is fitted with railings on all sides of the load area;
- (d) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.

### **Unauthorised passenger liability** (if stated as included in the schedule)

The indemnity under sub-section 2, notwithstanding exclusion 1 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 Insured Vehicle in contravention of the Insured's instructions to their driver not to carry passengers.

**Provided that:**

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.



## SUB-SECTION 3 – INSURED VEHICLE OCCUPANTS

Cover under this sub-section only applies if stated in the schedule as included.

### Driver repatriation (if stated as included in the schedule)

If a claim is admitted under sub-section 1 and the Insured Vehicle is disabled as a result of the loss or damage, the Company will indemnify the Insured for:

1. the reasonable expenses necessarily incurred for overnight accommodation for the driver **for a maximum of two nights;**
2. transport of the driver of the Vehicle at the time of the loss or damage, from the place at which the Vehicle became disabled to the driver's normal place of residence in the RSA, or intended destination, or point of departure on this journey.

#### Provided that:

- (a) **the driver's destination, place of residence and point of departure on this journey are all more than 100 kilometres away from the place at which the Vehicle became disabled;**
- (b) **the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.**

### Emergency expenses (if stated as included in the schedule)

If an occupant of an Insured Vehicle, in direct connection with the Vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay:

1. the costs incurred to free the occupant from the insured vehicle;
2. the costs incurred to bring the injured occupant to a place where medical treatment can be provided.

#### Provided that:

- (a) **the Company's liability per person shall not exceed the insured amount stated in the schedule;**
- (b) **the Company's liability per Event shall not exceed the insured amount stated in the schedule;**
- (c) **the cover is limited to occupants of a private motor car or the permanently enclosed passenger carrying compartment of any other Vehicle;**
- (d) **the amount payable under this cover shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or any other insurance.**

### Motor accident benefit - employees (if stated as included in the schedule)

If an occupant of an Insured Vehicle is fatally injured in direct connection with such Vehicle the Company will pay the insured amount per occupant stated in the schedule:

#### Provided that:

- (a) **such occupant is a full-time employee of the Insured at the time of the Event;**
- (b) **death occurs within 90 days of the Event.**

### Trauma (if stated as included in the schedule)

The Company will pay for expenses incurred by any member, director or employee of the Insured undergoing treatment by a registered professional counsellor, amounting to a disability event and not otherwise recoverable from any other insurance, as a direct result of violence or threat of violence during theft or hijack or any attempt thereof of any Insured Vehicle, **provided that the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.**

## EXTENSIONS APPLICABLE TO ALL SUB-SECTIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule).

### Carriage of paying passengers (if stated as included in the schedule)

Specific exclusion 4(ii) in the Motor General section is hereby cancelled.

### Territories – extended cover (if stated as included in the schedule)

The standard territorial limits stated in the Motor General schedule are hereby extended to include the countries stated as included under this extension in the schedule.



**Vehicles hired out** (if stated as included in the schedule)

Specific exclusion 4(i) in the Motor General section is hereby cancelled.

**Provided that:**

- (a) **the Company shall not be liable to pay for loss of the Insured Vehicle if the Vehicle is rented out to a third party in terms of a rental agreement, whether the rental agreement is in writing or not, and the third party fails to return the Insured Vehicle to the Insured in terms of the provisions of the rental agreement.**

**SPECIFIC EXCLUSIONS**

The specific exclusions of the Motor General section apply in addition to the specific exclusions stated here.

The Company shall not be liable under this section:

1. **if the Insured Vehicle is used by the Insured for any purpose other than for the business purposes of the Insured or for social, domestic and pleasure purposes;**
2. **if the Insured Vehicle is used with the general knowledge and consent of the Insured, by anyone other than the Insured, for any purpose other than for the business purposes of the Insured or for social, domestic and pleasure purposes;**
3. **if the Insured Vehicle is in the possession, custody or control of a member of the motor trade for the purpose of being sold on behalf of the Insured.**

**COMPULSORY CONDITIONS**

The compulsory conditions in the Motor General section as well those stated below, always apply.

**Automatic additions**

The Company shall be liable for any additional Vehicle purchased, leased or hired that does not appear on the schedule **for up to the least of:**

1. **R500,000 or**
2. **the Vehicle's insured amount or**
3. **the purchase price of the Vehicle.**

**Provided that the Insured:**

- (a) **notifies the Company within 14 days of the date of the purchase, lease, hire or sale;**  
 (b) **pays any additional premium requested by the Company.**

**Claim free groups**

The claim free group (CFG) for every Insured Vehicle is indicated on the schedule and is based on the number of claims for a specific Vehicle during previous periods of insurance measured from one revision to the next. The CFG applies to Vehicles defined in vehicle definitions 1.1. At the most recent renewal/anniversary date, the premium is based on the adjusted CFG as follows:

1. The revision date refers to a date ninety (90) days prior to the renewal/anniversary date;
2. A previous period of insurance refers to an uninterrupted period of 12 calendar months preceding the revision/anniversary date;
3. Claim free groups vary between 0 and 7 where 0 has the highest premium and 7 has the lowest premium;
4. For every claim during a previous period of insurance, the Company will reduce the CFG by 2 points at the next renewal/anniversary and increase the premium accordingly;
5. For every claim free previous period of insurance, the CFG will be adjusted upward by one point at the next renewal/anniversary and the premium will be reduced accordingly until it reaches the maximum of 7;
6. For example, if a private type Vehicle has a CFG of 4 and the Insured has another claim free period the CFG will be amended to 5 at the next renewal/anniversary date. If there is a claim, it will be adjusted from 4 to 2 at the next renewal/anniversary date.

**Description of use**

**Cover of the Vehicle described in the schedule is conditional, where the type of auto is:**

1. **Private type motor cars for private use and the Vehicle is used with the general knowledge and consent of the Insured for purposes other than social, domestic and pleasure purposes; or**
2. **Buses – religious, educational institutions, old age homes and the Vehicle is used with the general knowledge and consent of the Insured for purposes other than transportation for religious or educational institutions or old age homes.**

**CONDITIONS**

Conditions only apply if stated in the schedule as "applicable".



**Audio and/or visual equipment limitation** (if stated as applicable in the schedule)

The Company will indemnify the Insured in respect of loss or damage to any audio, audio-visual, telephone and navigation equipment permanently fitted to the Insured Vehicle by someone other than the Vehicle manufacturer.

**Provided that:**

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;
- (b) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event.

The Company will also indemnify the Insured in respect of any such equipment which has been removed from the Vehicle.

**Provided that:**

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

**First amount payable waiver over 55** (if stated as applicable in the schedule)

Notwithstanding the compulsory condition regarding first portion payable in the Motor General section, the Insured shall not be liable for the first amount payable stated in the schedule.

**Provided that:**

- (a) the registered owner of the Insured Vehicle is an individual over the age of 55 years;
- (b) the Insured Vehicle is a Vehicle as defined in Vehicle definition 1.1 or 1.3;
- (c) the registered owner or his/her spouse is also the driver of the Insured Vehicle at the time of the Event giving rise to a claim in terms of this sub-section;
- (d) for the purposes of this condition the term "individual" shall be deemed to include directors, trustees or members if the registered owner of the Vehicle is a company, a trust or a close corporation;

**OPTIONAL EXCLUSIONS AND LIMITATIONS**

These are exclusions or limitations of the cover provided by the section that only apply if indicated as such in the schedule.

**Exclusion of motor glass cover** (if stated as applicable in the schedule)

The Defined Events under sub-section 1 is amended to exclude damage to any windscreen, side or rear glass forming part of any Vehicle.

**Exclusion of transportation of third party goods** (if stated as applicable in the schedule)

The Company shall not be liable under this section if the Insured Vehicle is used to carry goods not the property of the Insured.

**Fraud exclusion** (if stated as applicable in the schedule)

The Company shall not be liable for loss of or damage to any Insured Vehicle which arises from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud.

**OPTIONAL LIMITATIONS IN COVER**

Limitations in cover are reflected in the type of cover selected per Insured Vehicle in the schedule.

**Third party cover**

Sub-sections 1 and 3 are cancelled.

**Third party, fire and theft cover**

The liability of the Company under sub-section 1 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 3 is cancelled.

**Third party and fire cover**

The liability of the Company under sub-section 1 is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Further, sub-section 3 is cancelled.

**Comprehensive cover excluding theft/hijacking cover**

The liability of the Company under sub-section 1 is restricted by excluding liability for loss of or damage to the Insured Vehicle or its accessories and parts as a result of theft or hijacking or any attempt thereat.



**Comprehensive cover with limited theft/hijacking cover**

The liability of the Company under sub-section 1 is restricted to damage to the Insured Vehicle or its accessories and parts as a result of an unsuccessful attempted theft or hijacking. The Company shall not be liable for Vehicles recovered with damage after a theft or hijacking.

**Third party and fire with limited theft/hijacking cover**

The liability of the Company under sub-section 1 is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion and the liability of the Company with regard to theft or hijack is limited to damage to the Insured Vehicle or its accessories and parts as a result of an unsuccessful attempted theft or hijacking. The Company shall not be liable for Vehicles recovered with damage after a theft or hijacking. Further, sub-section 3 is cancelled.

**Storage and/or restoration cover**

The liability of the Company under sub-section 1 is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion, theft, accidental damage and transit.

Provided that:

- (a) the Company shall not be liable if the Vehicle is moving under its own motive power when not on the insured premises stated in the schedule;
- (b) if the Vehicle is not being transported, it must be locked inside a roofed building.

Further, sub-section 3 is cancelled.

**Total loss cover**

The Company shall only be liable under sub-section 1 and only if the Insured Vehicle is stolen or hijacked and not recovered within a reasonable time, or a Write-Off.



# 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 otherwise excluded whilst

1. at work, at rest or whilst being dismantled for the purposes of cleaning, inspection or overhaul anywhere within that part of the building occupied by the Insured at the insured premises described in the schedule or whilst temporarily removed to any other building;
2. in transit including loading and unloading or whilst temporarily stored at any premises en route;
3. away from the insured premises stated in the schedule anywhere in the world if the insured property is a laptop, tablet or other similar portable electronic equipment designed to be carried by person;
4. at or away from the insured premises stated in the schedule and whilst at work or at rest in any location (other than in a building) or vehicle provided that the insured property is of a specialist nature designed to operate or exist in such location or vehicle;
5. at the premises of any supplier or repairer of such equipment for the purposes of cleaning or repair.

### DEFINITIONS

**New Property** as referred to under "total loss" under "basis of indemnification" shall mean property purchased when new no more than seven (7) years (or such extended period as may be approved by the Company in writing) prior to the insured 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.

**Market value** as referred to under "total loss" under "basis of indemnification" shall mean the current day purchase price of second-hand/used property of equal performance and/or capacity to the property lost or damaged and of substantially similar condition. Where no similar property is available, Market Value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:

1. 20% (twenty percent) for the first year after the date of purchase and
2. 10% (ten percent) per year for each succeeding year

subject always to a minimum indemnity of 40% (forty percent) of the current new replacement value of the nearest equivalent property.

### BASIS OF INDEMNIFICATION

**Subject always to the insured amounts in the schedule**, the basis of indemnification shall be as set out under either **partial loss, total loss, theft first loss** and **average** as follows:

#### A. 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 including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable importation duties, provided that

1. the value of damaged parts which can be used will be deducted;
2. **the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this sub-section;**
3. if, without the consent of the Company, temporary repairs are carried out by the Insured in the interests of safety or to minimize further 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;**
4. **where the damage is restricted to a 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 insured amount.**

#### B. TOTAL LOSS

**Subject always to the insured amounts in the schedule**, the basis of indemnification in the event of a total loss where the property is totally lost or destroyed shall be as set out under either **New Property** or **Property other than New Property** as follows:

**New Property** (as defined): the basis of indemnification of new property shall be the cost of replacing or reinstating on the same site with 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 including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable importation duties, provided always 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 exceeding the Market Value of the property insured immediately before the damage shall be made;**
2. until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Company shall not be liable for any payment in excess of the amount which would have been payable if the basis of indemnity was on a Market Value basis;
3. **the basis of indemnity shall revert to a Market Value basis if:**
  - 3.1 **the Insured fails to intimate to the Company within six (6) months of the date upon which the damage occurred (or such further time as the Company may in writing allow) their intention to replace or reinstate the property insured;**
  - 3.2 **the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site;**
4. at the sole option of the Company, following commercial and technical appraisal by a representative of the Company, the period referred to in the definition of New Property may be extended (on an annual basis from renewal date) subject always to such extension of the period being admitted by memorandum to this section.

**Property other than New Property:** the basis of indemnification shall be the Market Value (as defined) 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 set out under Partial loss above equal or exceed its Market Value immediately before the damage.

### C. THEFT FIRST LOSS (if stated as included in the schedule)

Subject to specific exclusion 9, **theft from the building(s) stated in the schedule against "theft first loss" shall be limited to the lesser of the amount arrived at in terms of "Total Loss" above or the insured amount stated against "theft first loss" in the schedule.**

### D. AVERAGE

In respect of either Total or Partial losses [but not "theft first loss"] above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the insured amount 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.

## SPECIFIC EXCLUSIONS 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 under 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 the same event, only one first amount payable shall apply being 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, batteries, 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 programs whether recorded on cards, tapes, discs or otherwise;**
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. **loss by theft or by disappearance of the property insured from that part of the building occupied by the Insured at the insured premises described in the schedule unless accompanied by forcible and violent entry into or exit (or any attempt thereat) or as a result of theft or any attempt thereat, following violence or threat of violence provided that this exclusion shall not apply to laptops, tablets or other similar portable electronic equipment designed to be carried by person;**
10. **theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director of 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 provided that:**
  - 10.1 **in the event of a loss and there are no signs of forcible and violent entry to or exit from such vehicle, if the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle,**



such evidence shall be deemed to satisfy the locked vehicle and forcible and violent entry or exit requirement for any loss out of the vehicle;

- 10.2 this exclusion will not apply where the vehicle has been involved in an accident or other incident where due to the circumstances beyond the control of the driver and passengers, the property has to be left unattended and cannot be secured as required.

Specific exclusion 10 can upon request, before any loss, be deleted by the Company on specific insured equipment items subject to the first amount payable of such articles as reflected in the schedule being doubled. This waiver will be recorded in the schedule per insured equipment item as follows:

If "Theft (non-forcible entry into an unattended vehicle)" is reflected as "included" then specific exclusion 10 is waived for the specific insured equipment item but if "Theft (non-forcible entry into an unattended vehicle)" is reflected as "not included" then specific exclusion 10 remains as being applicable to the specific insured equipment item.

- 11 notwithstanding the Electricity grid failure or interruption exclusion, this policy will cover loss or damage caused by Power surge, provided that this cover will not apply where the Power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) **subject to any insured amounts or first amounts payable stated in the schedule under each extension.**

### Capital additions and currency fluctuations (if stated as included in the schedule)

The indemnity by this section shall include:

- additional equipment or programs purchased during the period of insurance 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;**
- 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 insured amount (representing the installed new replacement value) of the property insured.

**Provided that the increase covered under this extension shall not exceed the percentage (as stated in the schedule against this extension) of the total of all insured amounts of sub-section A specified in the schedule,** it being agreed that the Insured will advise the Company of such purchases after the expiry of each period of insurance (or the 12 consecutive months from the inception or anniversary date if this policy is paid monthly by debit order) and pay the appropriate premium thereon but not exceeding 50% of the difference between the original premium and the new premium.

### Clearance costs (if stated as included in the schedule)

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 the percentage (as stated against this extension in the schedule) of the total amount of the claim.**

### Express delivery and overtime (if stated as included in the schedule)

Extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, **limited to the percentage (stated in the schedule) of the amount which the repair or replacement would have cost had these additional costs not been incurred.**

### Fire extinguishing charges (if stated as included in the schedule)

If any public authority empowered to do so shall charge the Insured with any costs arising from their activities of extinguishing or fighting of fire, 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, **provided that the Insured is legally liable for such costs and the insured property was in danger from the fire.**

### 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.



**Professional fees** (if stated as included in the schedule)

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 the percentage [as stated in the schedule against "Insured amount (% of claim)"]** of the total amount of the claim, **but shall not include expenses incurred in connection with the preparation of the Insured's claim.**

**Riot and strike (other than RSA and Namibia)** (if stated as included in the schedule)

This section is extended to cover loss or damage directly occasioned by or through or in consequence of:

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

**provided that this extension does not cover:**

1. **loss or damage occurring in the Republic of South Africa and Namibia;**
2. **consequential or indirect loss or damage of any kind or description whatsoever;**
3. **loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;**
4. **loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;**
5. **loss or damage related to or caused by any occurrence referred to in General exclusion 1 (A) (iii), (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 1 to 5 above, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

**Tenants**

This insurance will not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owner of the building (where the Insured is a tenant) provided that the Insured notifies the Company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

## SUB-SECTION B – CONSEQUENTIAL LOSS

### DEFINED EVENTS

Loss as set out under:

1. Gross profit - difference basis;
2. Gross profit – additions basis;
3. Increase in cost of working;
4. Reinstatement of data.

### DEFINITIONS

**Annual turnover:** The turnover (revenue) (gross rentals) during the twelve months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. If the Damage occurs before the completion of the first year's trading of the business at the premises, the value shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of Damage.

**Damage:** Loss or damage occurring during the period of insurance to the property insured under sub-section A and in respect of which payment has been made or liability admitted under sub-section A. Liability shall be deemed to have been admitted if such payment is precluded solely because the Insured is required to bear the first portion of the loss.

**Failure of electricity supply:** Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than:

1. the deliberate act of the Insured or any supply authority;
2. drought or shortage of fuel at any electricity utility.



**Gross profit (additions basis):** The sum produced by adding to the net profit the amount of the insured standing charges or, if there is no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.

**Gross profit (difference basis):** The amount by which the sum of the turnover and the amount of the closing stock shall exceed the sum of the amount of the opening stock and the amount of the uninsured costs.

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

**Indemnity period:** The period during which the results of the business shall be affected in consequence of the Damage beginning after the no claim period and ending not later than the number of months thereafter stated in the schedule.

**Insured standing charges:** Shall mean the charges of the items as specified in the schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).

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

**No claim period:** The initial period as stated in the schedule following the Damage during which the Company shall not be liable for any loss relating to such period. The no claim period shall not apply to Damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

**Rate of gross profit:** The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. If the Damage occurs before the completion of the first year's trading of the business at the premises, the value shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of Damage.

**Standard turnover:** The turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity period to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. If the Damage occurs before the completion of the first year's trading of the business at the premises, the value shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of Damage.

**Turnover:** The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.

**Uninsured costs:** As specified in the schedule (the words and expressions used shall have the meaning usually attached to them in the books of account of the Insured).

## COVER

### 1. GROSS PROFIT - difference basis (if Gross profit is stated as included in the schedule and if the basis is reflected in the schedule as "Difference basis")

Loss following interruption of or interference with the business in consequence of Damage to the insured equipment items reflected in the schedule against this item but limited to loss of gross profit due to:

**1.1 reduction in turnover;** and

**1.2 increase in cost of working;**

and the amount payable as indemnity hereunder shall be:

- (i) **in respect of reduction in turnover** the sum produced by applying the Rate of gross profit to the amount by which the Turnover **during the Indemnity period** shall, in consequence of the Damage, fall short of the Standard turnover;
- (ii) **in respect of increase in cost of working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity period in consequence of the Damage, **but not exceeding the sum produced by applying the Rate of gross profit to the amount of the reduction thereby avoided;**

less any sum saved during the Indemnity period in respect of such of the charges and expenses of the business payable out of Gross profit as may cease or be reduced in consequence of the Damage, **provided that the amount payable shall be proportionately reduced**



if the insured amount in respect of Gross profit is less than the sum produced by applying the Rate of gross profit to the Annual turnover where the maximum Indemnity period is 12 months or less, or the appropriate multiple of the Annual turnover where the maximum Indemnity period exceeds 12 months.

**2. GROSS PROFIT - additions basis** (if Gross profit is stated as included in the schedule and if the basis is reflected in the schedule as "Additions basis")

Loss following interruption of or interference with the business in consequence of Damage to the insured equipment items reflected in the schedule against this item but limited to loss of Gross profit due to:

**2.1 reduction in turnover;** and

**2.2 increase in cost of working;**

and the amount payable as indemnity hereunder shall be:

- (i) **in respect of reduction in turnover** the sum produced by applying the Rate of gross profit to the amount by which the Turnover **during the Indemnity period** shall, in consequence of the Damage, fall short of the Standard turnover;
- (ii) **in respect of increase in cost of working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity period in consequence of the Damage, **but not exceeding the sum produced by applying the Rate of gross profit to the amount of the reduction thereby avoided;**

less any sum saved during the Indemnity period in respect of such of the Insured standing charges as may cease or be reduced in consequence of the Damage, **provided that the amount payable shall be proportionately reduced if the insured amount in respect of Gross profit is less than the sum produced by applying the Rate of gross profit to the Annual turnover where the maximum Indemnity period is 12 months or less, or the appropriate multiple of the Annual turnover where the maximum Indemnity period exceeds 12 months.**

**MEMORANDUM (applicable to Gross Profit – additions basis)**

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

**3. Increase in cost of working** (if stated as included in the schedule )

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

1. Damage; or
2. a Failure of electricity supply to the insured premises

for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured during the indemnity period, 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 such event(s).

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

1. **the cover provided for in item 4 of this sub-section;**
2. **the intrinsic value (including reinstatement value) of the property insured by sub-section A of this section.**

**4. Reinstatement of data** (if stated as included in the schedule)

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

Provided that:

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

## SPECIFIC EXCLUSIONS TO SUB-SECTION B

**The Company will not be liable to indemnify the Insured irrespective of the original cause in respect of:**

1. **Fines and penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature;**



## 2. Consequential loss of whatsoever nature unless specifically provided for herein.

## CONDITIONS

1. **Notwithstanding any Indemnity period or no claim period reflected in the schedule, in respect of any loss arising out of a Failure of electricity supply (if insured), the Indemnity period shall be restricted to 45 days after such failure and a minimum no claim period of 12 hours shall apply.**
2. **The liability of the Company for Increase Cost of Working and Reinstatement of Data shall not exceed the insured amounts stated in the schedule which shall be the maximum payable for 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 insured amount(s) 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 Damage to the end of the period of insurance.
3. **In respect of Gross Profit, cover shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.**
4. On the happening of any Damage in consequence of which a claim may be made under this Gross Profit if insured, the Insured shall, in addition to complying with General conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 (thirty) days after the expiry of the Indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. **No claim under Gross Profit shall be payable unless the terms of this specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.**
5. If, during the Indemnity period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the Indemnity period.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) **subject to any insured amounts or first amounts payable stated in the schedule under each extension.**

### 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.

### Accumulated stocks clause

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

### Departmental clause

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under Gross profit relating to reduction in Turnover and Increase in cost of working, shall apply separately to each department or branch affected by the Damage, **except that if the insured amount by the relative item is less than the aggregate of the sums produced by applying the Rate of gross profit for each department or branch, whether or not affected by the Damage, to the relative Annual turnover thereof (proportionately increased if the number of months referred to in the definition of Indemnity period exceeds 12), the amount payable shall be proportionately reduced.**

### Deposit premium clause

If in the schedule next to deposit premium the percentage is less than one hundred percent then this shall mean that the premium charged by the Company is provisional and is temporarily discounted in that the premium is multiplied by the per cent stated in the schedule until the actual Gross profit earned for the period of insurance is known.

In such case at the expiry of each period of insurance (or after twelve consecutive months from the inception date or anniversary date if this policy is paid by monthly debit order) the Insured shall declare the actual Gross profit earned as certified by the Insured's auditors (increased proportionately if the number of months referred to in the definition of Indemnity period exceeds 12) during the financial year most nearly concurrent with the period of insurance (or the equivalent twelve consecutive months from the inception date or anniversary date if this policy is paid monthly by debit order).



A pro rata refund or additional premium for such past period of insurance will be made based on the actual Gross profit earned but without the percentage mentioned above being applied provided that if the actual Gross profit earned exceeds the insured amount, any additional premium due to the Company shall be calculated on the insured amount.

In the event of a claim being made under Gross profit, the maximum amount payable shall be restricted to the insured amount stated in the schedule notwithstanding any declaration being made that exceeds the insured amount.

**Prevention of access** (if stated as included in the schedule)

The cover provided in terms of Gross profits - difference basis, Gross profits - addition basis and Increased cost of working (if stated as "included" on the schedule) is extended as follows:

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 radius as stated in the schedule** 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 and limitations contained therein.

**Provided that:**

1. **the Insured is not entitled to indemnity as provided for in this extension under any other policy or section of this policy;**
2. **this extension shall not be brought into contribution with any other policy or section of this policy bearing a like extension.**

**Reinstatement**

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

1. 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
2. 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 1 and 2 above.**

**Salvage sale clause**

If the Insured shall hold a salvage sale during the Indemnity period, the reduction in Turnover part of the wording of the Gross profit item shall, for the purposes of such claim, read as follows:

"in respect of reduction in Turnover the sum produced by applying the Rate of gross profit to the amount by which the Turnover during the Indemnity period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard turnover, from which sum shall be deducted the Gross profit actually earned during the period of the salvage sale."

**Telecommunications services** (if stated as included in the schedule)

**Subject to the insured amount, no claim period and Indemnity period stated in the schedule** against this extension, consequential loss as provided for under Gross profit, Increased cost of working or Reinstatement of data arising from accidental damage to any property (including access lines) of the telecommunications service provider is included, **provided that the insurance under this extension shall not cover loss occasioned by the deliberate act of any telecommunications authority or by the exercise of such telecommunications authority of its power to withhold or restrict access to its lines.**

## SUB-SECTIONS A AND B

The following is applicable to both sub-sections A and B:

### EXCLUSIONS

1. **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.**

### CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) **subject to any insured amounts or first amounts payable stated in the schedule under each extension.**

**Incompatibility cover** (if stated as included in the schedule)

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



1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

provided always that

1. the costs provided for in 1, 2 and 3 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-section A or Reinstatement of data under sub-section B;
3. **the cover afforded hereunder shall be restricted to:**
  - 3.1 **parts or components of the electronic system which are not indemnifiable under sub-section A hereof;**
  - 3.2 **programs or data reinstated not indemnifiable under Reinstatement of data of sub-section B;**
4. **the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to the percentage [as stated in the schedule against "insured amount (%)"] of the applicable total insured amount under sub-section A and Reinstatement of data of sub-section B but limited to the amount reflected in the schedule against "Insured amount (maximum)".**



# COMMERCIAL UMBRELLA LIABILITY SECTION

## DEFINED EVENTS

Damages which the Insured shall become legally liable to pay:

- consequent upon Injury, Damage, Malice or Negligent Advice which occur in the course of or in connection with the Business; or
- consequent upon Injury or Damage which occur in the Insured's personal capacity within the Territorial Limits.

## DEFINITIONS

### Business

The Business of the Insured as stated in the schedule of this section as being included.

### Costs and expenses

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

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

### Damage

Loss of or damage to tangible property, conversion, trespass, nuisance or wrongful interference with the enjoyment of rights over tangible property.

### Injury

Death, injury, illness (mental or physical), disease, false imprisonment or arrest of or to any person.

### Malice

Malicious legal proceedings, malicious falsehood, defamation or infringement of copyright, title, slogan or idea.

### Negligent advice

Incorrect or inadequate advice given in the promotion of the Insured's products, but without expectation or receipt of any other reward.

### Product

Any article after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

### Underlying insurance

shall mean cover in force in terms of:

- the Liability section of this policy or;
- Motor third party liability as insured under the Motor, Motor Fleet or Motor Industry Risks section of this policy or;
- the Employers' Liability section of this policy or;
- any liability extension on any section of this policy providing cover to property, including the Property Damage section;

including any extensions to Underlying Insurance 1 to 4 above stated as included in the schedule of the Underlying Insurance. Where cover for the extension to the Underlying insurance has not been included, no cover is provided for that extended cover by any of the Bases of Indemnification of this Umbrella Liability section.

## LIMITS OF INDEMNITY

**The amount payable, inclusive of any Costs and Expenses, for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed the Limit of Indemnity stated in the schedule.**

Where more than one period of insurance of this policy, following its renewal or replacement may apply to an originating cause or source, **the Company's liability will be limited to the maximum Limit of Indemnity for any one such period of insurance.** If the premium is paid monthly by debit order, the words "period of insurance" are amended to read "for any one period of 12 consecutive months from the inception or anniversary date".

Where the Insured is, in addition to this section, insured in his individual name under the Personal Legal Liability section and/or Personal Umbrella Liability section of this policy, the Company will indemnify the business and individual separately and not jointly, **provided that the aggregate liability of the Company shall not exceed the sum of the Limit of Indemnity stated in the schedule** for the Personal Legal Liability section and Personal Umbrella Liability or, alternatively the sum of the Limit of Indemnity of the Public Liability section and Commercial Umbrella section whichever is the higher.



## TERRITORIAL LIMITS

Anywhere in the world **but not in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).**

## BASIS OF INDEMNIFICATION

The Defined Events of this section provide indemnity as defined under Basis 1, 2 and 3 below:

### Basis 1: Excess layer protection (if stated as included in the schedule)

This basis provides indemnity within the Defined Events of this section where the claim is covered by the terms of the Underlying Insurance **but only to the extent that the claim is not met by such Underlying Insurance solely because of the inadequacy of the underlying limit of indemnity**

provided that:

1. the cover provided by the Excess Layer Protection **is subject to the same terms, exclusions and conditions as the Underlying Insurance;**
2. the Excess Layer Protection provides indemnity in excess of the limit of indemnity stated in the Schedule in respect of the Underlying Insurance, except where such limit of indemnity has been reduced or exhausted by reason of claims, in which case this insurance pays in excess of the First Amount Payable (if any) of the Underlying Insurance;
3. where the limit of indemnity of the Underlying Insurance is exhausted by previous claims, the Company will interpret this section as if the Underlying Insurance had still been in force;
4. where the Underlying Insurance states that generally or in respect of specified claims the limit of indemnity is the aggregate of all indemnifiable claims occurring or made during the period of insurance of the Underlying Insurance, **then the limit of indemnity under this section is declared to be on an identical basis as the Underlying Insurance.**

### Basis 2: Difference in conditions protection (if stated as included in the schedule)

This Basis provides indemnity within the Defined Events of this Section where the claim is within the Defined Events of the Underlying Insurance but where such claim is rejected because of a policy term, condition or exclusion of the Underlying Insurance

provided that:

1. where a claim under the Underlying Insurance is not covered by an exclusion in the Underlying Insurance but could have been covered by an optional extension in the Underlying Insurance (as listed in the Schedule), **then this Basis 2: Difference in Conditions Protection will not respond;**
2. if a claim is covered in terms of the Defined Events of the Underlying Insurance, but such Underlying Insurance is exhausted by reason of other claims and where, in the opinion of the Company, such claim would have been excluded by the Underlying Insurance by reason of a term, exclusion or condition, then the provisions of this Difference In Conditions protection will apply (other than where an optional extension was available to include the cover under the Underlying Insurance as described under 1 above);
3. the Company will follow the provisions of the Defined Events of the Underlying Insurance in determining the basis on which the Insured is indemnified by this clause of this section, being either:
  - 3.1 in respect of Injury, Damage or Malice occurring or Negligent Advice given during the period of this section (Losses Occurring), or
  - 3.2 in respect of claims made against the Insured during the period of this section following Injury, Damage, Malice or Negligent Advice (Claims Made);
4. if a claim is rejected by the Company on the Underlying Insurance on the basis of an exclusion relating to the failure of a product to perform as specified, warranted or guaranteed, or to fulfil its intended purpose and such Underlying Insurance is on a losses occurring basis and the circumstances of the claim is such that the Insured or the Company cannot mutually agree when the loss occurred, then the Company will deal with the claim on the basis that the loss occurred when the claimant first notified the Insured of a circumstance or an event which subsequently gave rise to an indemnifiable claim;
5. **this Difference In Conditions protection does not provide indemnity where a claim is excluded by the wording of the Defined Events of the Underlying Insurance**, except where a claim is excluded by the Underlying Insurance:
  - 5.1 solely on the grounds that the Injury or Damage was not accidental by nature, or did not arise out of an accident;
  - 5.2 solely on the grounds that temporary loss of use of property or reduction in value of property did not constitute damage within the Defined Events of the Underlying Insurance.

### Basis 3: Additional risks protection (if stated as included in the schedule)

This basis provides indemnity where the claim is outside the scope of the Defined Events of any Underlying Insurance but within the scope of Defined Events of this section

provided that:

1. **a claim is not the subject of indemnity by any other policy of insurance, is not covered or coverable (either in whole or in part) by the Excess Layer Protection or the Difference In Conditions Protection and falls within the Defined Events of this section;**
2. the indemnity granted by the Additional Risks Protection **is limited to** claims made against the Insured during the period of insurance of this section, or events or circumstances notified by the Insured to the Company during such period of insurance which subsequently give rise to claims being made;
3. **the indemnity limit of this section in respect of cover granted by the Additional Risks Protection is limited to** the aggregate of all claims made during the period of insurance of this section, or event or circumstances notified by the Insured to the Company during such period which subsequently give rise to claims being made (if the premium is paid monthly by debit order, the words "period of insurance" are amended to read "for any one period of 12 consecutive months from the inception or anniversary date");



4. **no indemnity is provided by Additional Risks Protection where the Company decline to grant indemnity in terms of Underlying Insurance in respect of a claim on the grounds that the Injury, Damage, Malice, Negligent Advice or event did not occur or the claim was not made during the period of insurance** (as the case may be).

## CLAUSES AND EXTENSIONS

### Additional Insured

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

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

**provided that:**

1. **the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the schedule;**
2. **any person or organisation to which this extension applies is not entitled to indemnity under any other policy**
3. **the indemnity under 1, 2 and 3 above applies only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured;**
4. each party to whom the indemnity under this extension applies shall observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this insurance in so far as they can apply.

### Cross liability

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 Insureds 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.**

## SPECIFIC EXCLUSIONS (applicable to all Bases of Indemnification)

The Company will not indemnify the Insured in respect of:

1. **finances, penalties, punitive, exemplary or vindictive damages;**
2. **(2.1) liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by Pollution, provided always that this exclusion shall not apply where such Pollution is caused by a sudden, unintended and unforeseen occurrence;**  
**(2.2) the cost of removing, nullifying or cleaning up substances resulting from Pollution unless the Pollution is caused by a sudden, unintended and unforeseen occurrence.**  
**This exclusion shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exclusion;**
3. **any Injury, Damage, Malice or Negligent Advice which occurs prior to the Retroactive Date which is applicable to the Underlying Insurance;**
4. **liability arising out of any circumstance or event known to the Insured:**
  - 4.1 **which is not reported to the Company in terms of General condition 6; and/or**
  - 4.2 **prior to inception of this section;**
5. **liability consequent upon Injury, Damage, Malice or Negligent Advice arising out of any deliberate, conscious or intentional disregard by the Insured or the Insured's management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim;**
6. **any fine imposed or penalty incurred as a consequence of the commission of a criminal offence;**
7. **any benefits for which the Insured is liable under any relevant workmen's compensation, unemployment compensation or disability benefits law and/or similar law and/or scheme;**
8. **so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exclusion shall apply notwithstanding that no insurance under such enactment is in force or has been effected;**
9. **any costs necessary to repair, replace, recondition or modify any Product or part thereof and/or for the loss of use of any Product or part thereof;**
10. **any liability arising out of the recall of any Product or part thereof;**
11. **any liability arising out of performance warranties or guarantees or clauses stipulating liquidating damages or penalties, except to the extent that it is proved that such liability would have existed in the absence of such contractual provision;**
12. **any liability for personal Injury caused or contributed to by prolonged exposure to substances, factors or circumstance peculiar to any particular employment or occupation;**
13. **any liability for motor third party liability unless such liability is in excess of the Underlying Insurance and is indemnifiable there under;**



14. any liability arising out of the carriage of passengers for hire or reward or the carriage of fare paying passengers unless such reward or fare paying is incidental to the Business of the Insured as stated in the schedule and the maximum seating capacity of such a vehicle is 16 (or less) including the driver;
15. liability for loss or damage including detrimental change and any consequence there from to any electronic data;
16. liability for any unfair labour practice including but not limited to unfair dismissal within the meaning of the Labour Relations Act No. 66 of 1995 as amended, or any Act passed in substitution thereof;
17. Injury or Damage happening in the United States of America or Canada caused by or through or in connection with any goods or Products sold or supplied by or to the order of the Insured, if such goods or Products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on behalf of the Insured or such sale or resale should reasonably be contemplated by the Insured;
18. any liability if the transport of hazardous substances was not in compliance with chapter VIII of the National Road Traffic Act 1996 (Act No 93 or 1996) as amended, or any Act passed in substitution thereof;
19. liability arising out of any deliberate or intentional act of the Insured, any employee of the Insured or any person for whom the Insured would be vicariously liable;
20. acts, errors or omissions of the directors or officers of the Insured when acting in their capacity as such or in the provision by the Insured of professional services which shall include giving advice, any action taken or work done by the Insured when carrying on their functions in any capacity involving special skill or knowledge in their calling or the failure to discharge any obligations pursuant thereto. This exclusion does not apply to Negligent Advice;
21. any liability arising from fire spreading to any veld or forest from any premises owned, used, hired or leased by the Insured, unless at the time of the fire the Insured complies with the regulations of the National Veld and Forest Fire Act No. 101 of 1998 (as amended or any Act passed in substitution thereof) in respect of the premises from which the fire spread;
22. any liability arising from fire spreading to any sugar cane or timber plantation from any premises owned, used, hired or leased by the Insured;
23. any liability arising from the bursting or overflowing of any dam with a safety risk as defined in the National Water Act 36 of 1998 (as amended or any Act passed in substitution thereof);
24. any liability arising from Products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
25. any liability arising from any defect in any Product or any part thereof of which the Insured was aware prior to the inception of this section;
26. any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended or any Act passed in substitution thereof) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose;
27. any liability arising from Damage to property in the Insured's care, custody or control where the Insured or any employee of the Insured receives payment for the storage of such property as part of the Business of the Insured;
28. any liability that has been specifically excluded in the schedule of the Underlying Insurance.

## ADDITIONAL SPECIFIC EXCLUSIONS

(only applicable to 2. Difference In Conditions Protection and 3. Additional Risks Protection)

The Company will not indemnify the Insured in respect of:

1. any liability for or arising out of the ownership, hire purchase or leasing of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15,25 metres in length and then only whilst on inland waterways) by or on behalf of the Insured;
2. any liability for or arising out of the repair, maintenance, refuelling or defuelling of any aircraft, watercraft or hovercraft undertaken by or on behalf of the Insured as a revenue producing activity;

Additional Specific Exclusions 1 and 2 do not apply to liability for death, injury, illness or disease of or to employees of the Insured arising out of such employment;

3. seepage, pollution or contamination being the natural consequence of the operation or existence of the Business;
4. Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than premises (or the contents thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to the property on which the insured is working and which arises out of such work);
5. any liability where the indemnity is available under the Underlying Insurance by means of an optional extension and where in the Underlying Insurance it shows the optional extension as "not included" in the schedule of such Underlying Insurance.

## SPECIFIC CONDITIONS

1. Any dispute between the Insured and the Company in connection with or arising out of this section shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of the High Court of South Africa.  
The Insured undertakes that they will not institute action against the Company nor bring joint proceeding against the Company in the Court of any country other than the Republic of South Africa.
2. The insurance under this section shall cease if the Business is wound up, put in business rescue or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
3. The indemnity granted by this section is conditional upon the Underlying Insurance (as defined) remaining in force throughout the period of insurance of this section.
4. If, at the time of any event giving rise to a claim under this section, indemnity is also provided under any other insurance, other than a policy to specifically provide indemnity in excess of this policy, this section shall not be drawn into contribution with such other



**insurance.** The provisions of this condition shall apply notwithstanding that the aforesaid policy be voidable or that the Company be entitled to avoid liability for an occurrence which has given rise to a claim under such other policy.

