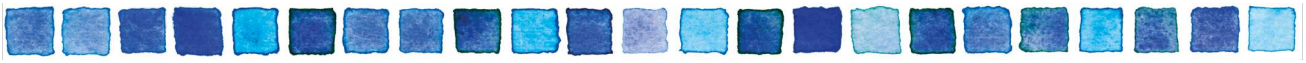
RENASA
INSURANCE COMPANY LIMITED

COMMERCIAL POLICY



RENASA
INSURANCE COMPANY LIMITED

INDEX

INDEX	PAGE
INDEX	2
GENERAL EXCEPTIONS CONDITIONS AND PROVISIONS	3
FIRE SECTION	12
BUILDINGS COMBINED SECTION	18
OFFICE CONTENTS SECTION	24
BUSINESS INTERRUPTION SECTION	29
ACCOUNTS RECEIVABLE SECTION	34
BURGLARY SECTION	36
MONEY SECTION	38
GLASS SECTION	44
FIDELITY SECTION	46
GOODS IN TRANSIT SECTION	51
BUSINESS ALL RISKS SECTION	53
ACCIDENTAL DAMAGE SECTION	55
PUBLIC LIABILITY (CLAIMS MADE) SECTION	58
EMPLOYERS LIABILITY SECTION	64
STATED BENEFITS SECTION	66
GROUP PERSONAL ACCIDENT SECTION	69
MOTOR SECTION	72
COMPUTER EQUIPMENT SECTION	78
MOTOR TRADERS INTERNAL RISK SECTION	84
MOTOR TRADERS EXTERNAL RISK SECTION	88
MACHINERY BREAKDOWN	92
MACHINERY BREAKDOWN LOSS OF PROFITS	94
SASRIA CONSEQUENTIAL LOSS	98
SASRIA CONSEQUENTIAL LOSS WORKING EXPENSES	100
SASRIA CONSEQUENTIAL LOSS STANDING CHARGES	101
SASRIA GROSS PROFIT	103
SASRIA FIRE	106
SASRIA MOTOR	108

Reference is made in the schedule as to which sections of this policy are applicable.

At renewal or revision, policy wordings will not be reissued. This schedule will be updated and reissued as necessary.

This policy is underwritten by Renasa Insurance Company Limited Reg. No. 1998/000913/06 FSP 15491

SASRIA cover is underwritten by SASRIA SOC Limited Reg. No. 1979/000287/06 FSP 39117

RENASA
INSURANCE COMPANY LIMITED

GENERAL EXCEPTIONS CONDITIONS AND PROVISIONS

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

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

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

General Exceptions

1. War, riot and terrorism

A This policy does not cover loss of or damage to property related to or caused by:

(i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;

(ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

(iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
(b) insurrection, rebellion or revolution;

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

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

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

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

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

B This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of l976) or any similar Act operative in any of the territories to which this policy applies.

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

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

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

2. Nuclear

Except as regards the Fidelity section this policy does not cover any legal liability, death, injury, loss, damage, costs or expenses whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

(i) ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

(ii) nuclear material, nuclear fission or fusion, nuclear radiation;

(iii) nuclear explosives or any nuclear weapons

(iv) nuclear waste in whatever form;

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

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

3. Computer Losses

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

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

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

(ii) any legal liability of whatsoever nature;

(iii) any consequential loss;

(iv) 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;

(v) 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

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

(vii) 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

(viii) 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.

Special extension to General Exception 3

A. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General Exception.

The special perils that are not excluded for the purpose of this special extension are damage caused by:

1. storm, wind, water, hail or snow excluding damage to property

(a) arising from its undergoing any process necessarily involving the use or application of water;
(b) caused by tidal wave originating from earthquake;
(c) in the underground workings of any mine;
(d) in the open (other than buildings structures and plant designed to exist or operate in the open);
(e) in any structure not completely roofed;
(f) being retaining walls;

} Unless so described and specifically insured

2. aircraft and other aerial devices or articles dropped therefrom;

3. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

B. General Exception 3 also does not apply to 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 Special extension A above.

C. This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General Exception and this Special extension.

D. This Special extension shall not apply to any Public Liability indemnity.

4. Cyber Loss Limited Exclusion (Property) to Fire, Buildings Combined, Office Contents, Goods in Transit, Business All Risks, Accidental Damage, Motor, Motor Traders, Electronic Equipment and any other Property Classes (LM5410)

A. Notwithstanding any provision to the contrary within this reinsurance

(a) 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 hereunder:

(b) any loss of use, reduction in functionality, repair, replacement, agreement, or any endorsement thereto, this reinsurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph C hereunder.

B. Subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this reinsurance agreement will cover physical loss of or damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical loss or damage is directly occasioned by any of the perils covered by this reinsurance agreement.

C. Notwithstanding the Physical Damage Proviso contained in this reinsurance agreement but subject to the other terms, conditions and exclusions herein: in the event that a Computer System insured under an original policy sustains physical loss or damage caused by any of the perils covered by this reinsurance agreement which results in loss of or damage to Data stored thereon, then the loss of or damage to such Data will be recoverable hereunder. However, the basis of valuation for the recovery of the lost or damaged Data under this reinsurance agreement shall only be the costs of reproducing the Data if such costs are indemnified under the original policy concerned. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Data, but shall not include any amount pertaining to the value of the Data to the original insured or to any other party even if such Data cannot be recreated, gathered or assembled.

D. 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.

E. 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.

F. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

Definitions

A. 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.

B. 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.

C. Consequential Loss means business interruption or any other consequential losses.

5. Cyber Clause Casualty applicable to Employers Liability, Products Liability and Public Liability LMA5452A

Notwithstanding any provision to the contrary within this Reinsurance Agreement or any endorsement thereto this Reinsurance Agreement excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.

Subject to the other terms, conditions and exclusions contained in this Reinsurance Agreement, this Reinsurance Agreement will cover losses arising from legal liability of the insured and statutory liability in the case of Employers' Liability caused by or arising out of a cyber act or a cyber incident which result in bodily injury or disease to third parties or physical damage to third party property up to the limits contained within this Reinsurance Agreement.

This endorsement is applicable to the following classes of business:

(a) Employers' Liability;

(b) Products Liability;

(c) Public Liability.

For the avoidance of doubt, other than where coverage is provided in paragraph 2, 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 hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this Reinsurance Agreement.

Any recoveries, collectibles or retention from any other form of insurance or reinsurance, whether specific, general or which may overlap including deductibles or self-insured retention which protects the Reinsured in respect of any CYBER LOSS (hereinafter "Other Recoveries") shall inure to the benefit of the Reinsurer in all cases and this contract shall not respond until all Other Recoveries are exhausted. The liability of Reinsurers' in respect of loss or losses covered hereunder shall not be increased by any reason of the inability of the Reinsured to collect any amounts from Other Recoveries.

Definitions

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computers

Cyber Incident means:

(a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System 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.

6. Physical Damage Proviso

The Insurers obligation to indemnify shall be restricted to claims resulting from:

(a) property insurances, insofar as they cover financial losses arising from the physical loss of or physical damage to the tangible insured property caused by an insured peril, and

(b) property business interruption insurances, insofar as they cover interruption directly caused by physical loss of or physical damage to the tangible insured property caused by an insured peril or directly caused by physical loss of or physical damage to tangible property at the premises of a customer or supplier of the insured.

Physical damage is understood to mean a detrimental change in tangible property substance in a manner necessitating repair, rebuilding or replacement. For the avoidance of doubt, pure loss of use (without preceding physical loss or damage) such as the inability to use or restrictions in the use of a building or an object as well as the simple non-functioning of an object, shall not constitute a physical loss or damage.

Notwithstanding the foregoing it is understood that coverage hereunder for property business interruption extends to other premises and/or situations

as described in “Extension to Other Premises” (a) to (i) provided the extensions are selected and premium paid accordingly.

7. Electrical Grid failure and any subsequent consequential loss or damage following

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 interruption. Electricity grid interruption means a total or partial interruption, interference, suspension, blackout, and/or failure of the electricity supply from the national, regional, or private grid to the electricity grid of South Africa to any Business of the Insured by any cause whatsoever.

This exclusion does not apply to Load Shedding events of which the subsequent loss, damage or injury may be covered by the Policy.

8. Asbestos (applicable to Public Liability Section, Employers Liability Section and Sub-section D (Liability) of Buildings Combined Section.

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover legal liability, loss, damage, costs and expenses 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.

9. Detention, Confiscation and Forfeiture

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

10. Pollution and Contamination Exclusion

(a) This policy does not cover any loss, damage, costs or expense directly or indirectly arising from contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic or disease or due to any limitation or prevention of the use of objects because of hazards to health.

(b) This exclusion does not apply if such loss or damage arises as a direct consequence of

(c) the perils

(d) fire, lightning, explosion, impact of aircraft;

(e) vehicle impact, sonic boom;
(f) accidental escape of water from tank apparatus or pipes;
(g) malicious damage;
(h) storm, hail;
(i) flood, inundation;
(j) earthquake;
(k) landslide, subsidence;
(l) snow pressure, avalanche;
(m) a physical damage of the type insured by the original policy which occurred on the insured premises.
(n) If a peril not excluded from the original policy arises directly from pollution and/or contamination any loss or damage arising directly from that peril shall be covered.
(o) All other terms and conditions of the policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

11. Terrorism Contamination and Explosive Exclusion

It is agreed, that regardless of any contributory causes, this policy does not cover any loss, damage, costs or expenses directly or indirectly arising out of

(a) biological or chemical contamination;
(b) missiles, bombs, grenades, explosives;

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to use of force or violence and/or threat thereof, of any person. or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) and/or to put the public, or any section of the public, in fear.

For the purpose of a) “contamination” means the contamination, poisoning or prevention and/or limitation of use of objects due to the effects of chemical and/or biological substances.

If the company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.

12. Communicable Disease Exclusion Property applicable to Fire, Buildings Combined, Office Contents, Goods in Transit, Business All Risks, Accidental Damage, Motor, Motor Traders, Electronic Equipment and any other Property Classes (LMA5394)

1. Notwithstanding any provision to the contrary within this reinsurance agreement, this reinsurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

(a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation there whether deemed living or not, and
(b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

13. Communicable Disease Exclusion Casualty applicable to Money, Glass, Fidelity, Public Liability, Employers Liability, Stated Benefits, Group Personal Accident, and any other Casualty Classes (LMA5399)

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

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

(a) 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
(b) 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid

(c) transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

14. Sanction limitation and exclusion clause

This insurance shall not be deemed to provide cover and the company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and the Republic of South Africa

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 insurers covering the insured against the defined events, the company shall be liable to make good only a rateable proportion of the amount payable by or to the insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

3. A. Cancellation

This policy or any section may be cancelled at any time by the company giving 30 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.

B. Continuation of cover (where premiums are payable by bank debit order, transmission account or annually in advance)

The premium is due in advance and if it is not received by the Company by due date as set out below this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance (of the first non payment) unless the insured can show that failure to make payment was an error on the part of the bank or other paying agent.

If you place a stop payment on your premium this policy will automatically be cancelled from the date the premium was due to be paid.

No claims are payable or will be considered where there is outstanding premium due to the Company. An assessor may be appointed to secure the Company's rights and interests. In the event of an assessor being appointed it cannot be construed that the Company will process and/or pay the claim.

Monthly policy:

The premium must be paid on the first day of every month, unless otherwise agreed in writing. If we do not receive your first premium on the due date the policy will be cancelled with immediate effect.

If we do not receive your second or subsequent premiums by the due date a 30 (thirty) day grace period will be granted by the Company from such due date for the payment of the outstanding premium. A debit order will be submitted at the next due date for collection of the unpaid debit order and the premium for the next month. If full payment of the double debit is not received your policy will be cancelled automatically from the original due date.

Should you have a claim(-s) during the grace period of 30 (thirty) days, the Company will not process any claim(-s) until you have paid all of the outstanding premiums.

Annual policy:

The premium is due and payable on or before the inception or renewal date as the case may be. If we do not receive the premium within 15 (fifteen) days after the due date the policy will lapse automatically and cover will terminate from 24h00 on the day before the due date.

Should the policy lapse it cannot be reinstated and/or cover backdated should payment be tendered after the grace period of 15 (fifteen) days and a new policy will be issued with an inception date of that when premium was received.

4. Adjustment or 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 twelve (12) consecutive months from the inception date or anniversary date, 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 including but not limited to compliance and adherence to laws and regulations which are material to the risk.

The insured warrants that all laws, regulations, by-laws and rules that apply to the business or to any other matter for which cover is provided in terms of this policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date the policy is issued, or are enacted after that date) shall be adhered to at all times. The failure to adhere to any applicable law, regulation, by-law or rule shall entitle the company to reject any claim where such failure is material to the claim.

6. Claims

(a) On the happening of any event which may result in a claim under this policy the insured shall, at their own expense

(i) give notice thereof to the company as soon as reasonably possible but latest within 30 days and provide particulars of any other insurance covering such events as are hereby insured;

(ii) as soon as practicable after the event inform the police of any claim involving a burglary or (if required by the company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;

(iii) as soon as practicable after the event submit to the company full details in writing of any claim;

(iv) give the company such proof, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.

(b) No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such 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.

(c) 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.

(d) If, after the payment of a claim in terms of this policy in respect of lost or stolen property (the subject matter of the claim) or any part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.

7. Company's rights after an event

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

(i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not;

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

(b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

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

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

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(a) (iv) above.

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

and General condition 7 is substituted by the following

7. Company's right after an event

(a) On the happening of any event in respect of which a claim is or may be made under this policy the leading insurer and every person authorized by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy

(i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the lead insurer on behalf of all insurers to do so. The insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not;

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

(b) The insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which the insurers shall be or would become subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

(c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay 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. Change in Risk

This policy will be declared void if the risk is materially increased without the prior written consent of the insurer.

General provisions

Subject to the provisions of Section 55 of the Short-Term Insurance Act 53 of 1998 (as amended)

A Claims preparation costs

The insurance by each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the company in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim shall not exceed in respect of a particular section R1000 or 10% of the sum insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

B 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.

C First amount payable

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

D Members

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

E Liability under more than one section

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

F Meaning of words

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

G Premium payment

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

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

H Holding covered

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

I Schedule sums insured blank

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

(i) left blank or has no monetary amount stipulated against it;

(ii) reflected as nil or not applicable or not covered or no indemnity extended;

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

J Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa.

K Security firms

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

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

RENASA
INSURANCE COMPANY LIMITED

FIRE SECTION

Defined Events

Damage to the whole or part of the property described in the schedule, owned by the insured or for which they are responsible, including alterations by the insured as tenants to the buildings and structures, by

1. fire;
2. lightning or thunderbolt;
3. explosion;
4. such additional perils as are stated in the schedule to be included.

Specific exceptions

1. This section does not cover earthquake (whether arising from mining operations or otherwise) unless added as an additional peril.

   Any damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be damage which is not covered by this insurance, except to the extent that the insured shall prove that such damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where the company alleges that, by reason of this exception, any damage is not covered by this insurance, the burden of proving the contrary shall be on the insured.

2. Unless specifically included, this insurance does not cover

   (i) damage to property occasioned by it undergoing any heating or drying process;

   (ii) damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy, except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not be affected.

Specific condition

Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

Additional perils (if stated in the schedule to be included)

It is understood and agreed that in respect of each additional perils extension included in this insurance

(a) all the exceptions and conditions applicable to this insurance shall apply as if they had been incorporated therein;

(b) for the purposes thereof any damage insured shall be deemed to have been caused by fire.

Earthquake extension

Damage caused by earthquake but excluding damage to property in the underground workings of any mine.

Special perils extension

Damage caused by

1. storm, wind, water, hail or snow excluding damage to property
   (i) arising from its undergoing any process necessarily involving the use or application of water;
   (ii) caused by tidal wave originating from earthquake;
   (iii) in the underground workings of any mine;
   (iv) in the open (other than buildings structures and plant designed
      a. to exist or operate in the open;
   (v) in any structure not completely roofed;
   (vi) being retaining walls.

   } Unless so described and specifically insured as a separate item.

2. aircraft and other aerial devices or articles dropped therefrom.
3. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

This extension does not cover

1. wear and tear or gradual deterioration
2. damage caused or aggravated by

(i) leakage or discharge from any sprinkler or drencher system in the buildings insured hereby or in buildings containing property insured hereby;

(ii) subsidence or landslip;

(iii) the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any damage;

(iv) rising water table.

Leakage extension

Damage caused by discharge or leakage from fire extinguishing installations/appliances.

If a first loss limit is shown against this additional peril in the schedule, the amount of such limit shall be the maximum liability of the company in respect of any one event and, for the purposes of this extension only, the following shall be substituted for the average condition hereinbefore 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 sum insured thereon against fire damage, then the company shall be liable under this extension only for that proportion of the first loss limit as the sum insured against fire 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 extension applies shall be separately subject to this clause.

In respect of this extension only, specific exception 1 to this section is deleted.

Subsidence and landslip extension

Damage caused by subsidence or landslip.

Provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1 percent of the sum insured on the property or R2500 whichever is the greater.

This extension does not cover

1. damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
2. damage caused by or attributable to
   (a) faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises;
   (b) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
   (c) excavation on or under land other than excavations in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

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

Malicious damage extension

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

1. movable property which is
   (a) stolen;
   (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
2. moveable or immoveable property which is damaged by a burglar(-s) whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured.
3. immoveable property owned or occupied by the insured occasioned by or through or in consequence of
   (a) the removal or partial removal or any attempt thereat of;
   (b) the demolition or partial demolition or any attempt thereat of;

   the said immoveable property or any part thereof with the intention of stealing any part thereof.

   provided that this extension does not cover
   (a) damage related to or caused by fire or explosion;
   (b) consequential or indirect damage of any kind or description whatsoever, other than loss of rent if specifically insured;
   (c) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
   (d) damage related to or caused by any occurrence referred to in General Exception 1(A)(i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

   If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the company to continue this extension.

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

Riot and strike extension

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

(i) civil commotion, labour disturbances, riot, strike or lockout;

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

(a) loss or damage occurring in the Republic of South Africa and Namibia;

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

Clauses and extensions

Rent clause (if insured under column 2)

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

(i) Rent receivable – the actual rent receivable by the insured at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let;

(ii) Rent payable – the actual rent payable by the insured to the owner or landlord of the said premises;

(iii) Rental value – the actual rental value of the said premises.

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

Designation of property clause

For the purpose of determining where necessary the column under which any property is insured, the company agrees to accept the designation under which such property has been entered in the insured's books.

All other contents clause

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

The benefit under this extension is limited to R5 000 for any one individual in respect of property lost or damaged whilst on the insured's premises.

Limitations clause

The company's liability under column 3 of the schedule is restricted in respect of

(a) money and stamps to a limit of R5 000;

(b) documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds to the value of materials and sums expended in labour.

Alterations and misdescription clause

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

Architects' and other professional fees clause

The insurance under columns 1 and 3 of the schedule includes professional fees (for estimates, plans specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by the defined event, but in no case exceeding 15 percent of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the insured's claim.

Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than stock and materials in trade for an amount not exceeding 15% of the sum insured thereon, it being understood that the insured undertake to advise the company each quarter or each month if the period of insurance is more often than quarterly of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Cost of demolition and clearing and erection of hoardings clause

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

The company will not pay for the costs or expenses

(a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

(b) arising from pollution or contamination of property not insured by this policy/section.

Fire extinguishing charges clause

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

Mortgagee clause

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

Municipal plans scrutiny fee clause

The insurance under column 1 of the schedule includes municipal plans scrutiny fee, provided that the total amount recoverable under any item shall not exceed the sum insured on the building affected.

Public authorities' requirements clause

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

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

Railway and other subrogation clause

The insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with Transnet Administration or any of it's Subsidiaries regarding private sidings or similar agreements with other government bodies.

Reinstatement value conditions clause

In the event of property other than stock being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the insured property when new

provided that

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out within a reasonable time otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made.
2. until expenditure has been incurred by the insured in replacing or reinstating the property, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged, exceeds the sum insured thereon at the commencement of any damage to such property 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 condition apply shall be separately subject to this provision.
4. these conditions shall be without force or effect if
   (a) the insured fail to indicate to the company within six months of the date of damage or such further time as the company may in writing allow, their intention to replace or reinstate the property.
   (b) the insured is unable or unwilling to replace or reinstate the property on the same or another site.

Alternative replacement conditions (design capacity) clause

In the event of property insured which has a measurable function, capacity or output being damaged by a defined event and it not being possible to replace or reinstate such property in terms of the reinstatement value conditions, then the company will pay the cost of replacing such property with property the quality, capacity, function or output of which is as near as possible but not inferior to that of the original property.

provided that

1. proviso 1, 2, 3 and 4 of the reinstatement value conditions apply equally to this clause.
2. in applying the provisions of proviso 3 of the reinstatement value conditions, the cost (as provided for in proviso 3) "which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged" will be increased by such amount payable under the alternative replacement clause which is in excess of that which would have been payable under the reinstatement value conditions clause, had it been possible to reinstate or replace the property in terms thereof.

Temporary removal clause

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

provided that

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the company shall not exceed 15% of the sum insured applicable to any item.
2. the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

Tenant's clause

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

Stock declaration conditions (if stated in the schedule to be included)

In respect of stock and materials in trade insured under this section being subject to the stock declaration conditions, the premium is calculated on 75% of the sum or sums insured thereon, subject to the following specific conditions.

1. (a) The insured shall declare to the company in writing the market value of their stock and materials in trade on the last day of each month/quarter (as stated in the schedule) and shall make such declaration within 30 days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof.
   (b) After each period of twelve (12) months from the inception date or anniversary date, the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant premium differs from the provisional premium, the difference shall be payable by or to the insured as the case may be, but the amount payable by the company shall not exceed 50% of the provisional premium.
2. Any claim hereunder shall be settled on the basis of the market value immediately anterior to the damage.
3. If, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by the insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount. The provisions of this condition shall, if applicable, operate cumulatively with the provisions of the specific condition relating to average.
4. In consideration of the insurance not being reduced by the amount of any loss, the insured shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium.

5. The liability of the company shall not exceed the sum insured and premium shall not be receivable on values in excess thereof.
6. The above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

Public supply connections clause

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 property insured and the public supply or mains.

Escalator clause extension (if stated in schedule to be included)

During each period of insurance, the sum(s) insured under columns 1 and/or 3 of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

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

The additional premium for this extension shall be 50% of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

Inflation of Sums Insured (if stated in the schedule to be included)

Applicable only to the sums insured specified for Buildings and Plant and Machinery.

The company will pay the additional costs of reinstatement or replacement incurred between the time of the loss and the actual reinstatement or replacement which may be due to inflationary escalation in costs during such period.

Provided that:

(a) The indemnity herein shall be without force or effect if the insured is unable or unwilling to reinstate or replace the property damage on the same or another site.

(b) Any amounts payable which may be indemnified in terms of any other policy shall be deducted from any amount payable in terms of this policy.

(c) This extension is limited to the percentage specified in the schedule based on the replacement value at the time of the loss.

The additional premium payable hereon will be calculated at 25% (percent) of the premium produced by applying the percentage specified to the annual premium for the sum insured.

Disposal of Salvage clause (if stated in the schedule to be included)

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.

RENASA
INSURANCE COMPANY LIMITED

BUILDINGS COMBINED SECTION

Defined Events

1. Damage by the perils described

(a) In sub-section A to the buildings including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts, fences, and tarred or paved roads, driveways, paths or parking areas

(b) In sub-section B to public supply connections

situate as stated in the schedule.

2. Loss of rent as provided in sub-section C.

3. Legal liability as provided for in sub-section D.

Sub-section A Property

1. Fire, lightning, thunderbolt, subterranean fire, explosion.

2. Storm, wind, water, hail or snow other than

(a) that arising from its undergoing any process necessarily involving the use or application of water;

(b) wear and tear or gradual deterioration;

(c) loss or damage

(i) to retaining walls

(ii) caused or aggravated by

- subsidence or landslip
- the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any destruction or damage.

(d) rising water table.

3. Earthquake.

4. Aircraft and other aerial devices or articles dropped therefrom.

5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles.

6. Burglary (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building. If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, this item is suspended as regards the property affected unless the insured before the occurrence of damage obtains the written agreement of the company to continue this insurance. During the period of the initial unoccupancy of 30 consecutive days the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

7. Accidental damage to sanitaryware, but the amount payable will be reduced by R250 for each and every such damage.

Specific condition (not applicable to 7 above): Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

Sub-section B Public supply connections

Accidental damage to water, sewerage, gas, electricity and telecommunication connections the property of the insured or for which they are legally responsible, between the property insured and the public supply or mains.

Sub-section C Rent

1. Where the business of the insured is that of an hotel, boarding house, bed and breakfast or similar occupation:

Loss of Rent as a result of the property insured being so damaged by any of the perils specified as to be rendered untenantable (including partially untenantable) but only for the period necessary for reinstatement and for an amount not exceeding a maximum of 25% of the sum insured applicable to buildings. The basis of calculation shall be the rent payable by the insured as lessee of the buildings, immediately preceding the damage or if the insured are not the lessee of buildings the rental equivalent they should have received as lessor for leasing all the buildings, to a single legal entity.

2. Where the business of the insured is other than that stated in 1 above:

Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered untenantable (including partially untenantable) but only for the period necessary for reinstatement and for an amount not exceeding a maximum of 25% of the sum insured on the affected property. The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value.

Sub-section D Liability (Property Owners)

Damages for which the insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person (hereinafter termed injury) or 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.

The limit of indemnity

The amount payable inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and other costs and expenses incurred with the company's consent for any one event or series of events with one original cause or source shall not exceed the amount of R1 000 000 or the limit reflected on the policy schedule.

Specific exceptions (applicable to sub-section D)

The company will not indemnify the insured under this sub-section in respect of

1. injury or damage sustained by
   (a) any member of the same household as the insured;
   (b) 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;
   (c) any other person resulting from the ownership of or use by or on behalf of the insured of mechanically propelled vehicles (except pedal cycles and lawnmowers).
2. damage to property
   (a) (i) belonging to the Insured;
   (ii) in the custody or control of the insured or any employee of the insured
   (b) caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
3. liability assumed by agreement unless liability would have attached to the insured notwithstanding such agreement
   (a) liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
   (b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
4. This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.
5. fines, penalties, punitive, exemplary or vindictive damages.
   (a) damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland.
   (b) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in 6(a) above.
6. Deliberate or intentional act

liability consequent upon injury or damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim.

Memoranda to sub-section D

1. Where more than one insured is named in the schedule, the company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.
2. Provided that the aggregate liability of the company is not increased beyond the limit of indemnity stated, the company will also indemnify as though a separate policy had been issued to each
   (a) in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured
   (b) any partner or director or member or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance.
3. In respect of this sub-section only, General Exception 1 is deleted and replaced by the following:

   This sub-section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
4. If, at the time of any event giving rise to a claim under this sub-section, indemnity is also provided under any other insurance, this sub-section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

RENASA
INSURANCE COMPANY LIMITED

Clauses and extensions

Subsidence and landslip extension to sub-section A (if stated in the schedule to be included)

The following peril is added to the perils applicable to sub-section A – Property;

1. Damage caused by subsidence or landslip

   provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1% of the sum insured on the property or R2500 whichever is the greater.

   For the purposes hereof, any damage insured shall be deemed to have been caused by fire

   provided that this extension does not cover

   (a) damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;

   (b) damage caused by or attributable to

      (i) faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises;

      (ii) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;

      (iii) excavation on or under land other than excavations in the course of mining operations.

   (c) consequential loss of any kind whatsoever except loss of rent.

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

Prevention of access extension to sub-section C (if stated in the schedule to be included)

If property within a 10 km radium of the premises stated in the schedule is lost or damaged by a peril defined in sub-section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this section, the company will pay any loss of rent the insured may incur as a result thereof up to an amount not exceeding 25% of the sum insured on the affected property. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

Security firms (applicable to sub-section D – Liability)

Notwithstanding specific exception 3, if, in terms of a contract with a security firm engaged in the course of the insured's business (as owner of the premises specified in the schedule) to protect the insured's property at the premises stated in the schedule, the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment at these premises, then this sub-section includes such legal liability to the extent that indemnity would have been granted under this sub-section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule for this sub-section. If, at the time of an occurrence giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

Architects' and other professional fees clause

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

Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount not exceeding 15% of the sum insured thereon, it being understood that the insured undertake to advise the company each quarter or each month if the period of insurance is more often than quarterly of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Cost of demolition and clearing and erection of hoardings clause

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

The 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.

Fire extinguishing charges clause

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

Mortgagee clause

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

Municipal plans scrutiny fee clause

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

Public authorities' requirements clause

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

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

Railway and other subrogation clause

The insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with the Transnet Administration or any of it's Subsidiaries 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 dispatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made.
2. until expenditure has been incurred by the insured in replacing or reinstating the property, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.
4. these conditions shall be without force or effect if
   - (a) the insured fails to intimate to the company within six months of the date of damage, or such further time as the company may in writing allow, their intention to replace or reinstate the property;
   - (b) the insured is unable or unwilling to replace or reinstate the property on the same or another site.

Temporary removal clause

Except in so far as otherwise insured, landlord's fixtures and fittings are covered while temporarily removed to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

Provided that the amount payable under this clause shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

Tenant's clause

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

Escalator clause extension (if stated in the schedule to be included)

During each period of insurance, the sum(s) insured under sub-section A of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

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

The additional premium for this extension shall be 50% of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

Inflation of Sums Insured (if stated in the schedule to be included)

Applicable only to the sum insured specified for Buildings.

The company will pay the additional costs of reinstatement or replacement incurred between the time of the loss and the actual reinstatement or replacement which are due to inflationary escalation in costs during such period.

Provided that:

(a) The indemnity herein shall be without force or effect if the insured is unable or unwilling to reinstate or replace the property damage on the same or another site.

(b) Any amounts payable which may be indemnified in terms of any other policy shall be deducted from any amount payable in terms of this policy

(c) This extension is limited to the percentage specified in the schedule based on the replacement value at the time of the loss.

The additional premium payable hereon will be calculated at 25% (percent) of the premium produced by applying the percentage specified to the annual premium for the sum insured.

Malicious damage extension

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

1. movable property which is

(a) stolen;

(b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.

2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured.

3. immovable property owned or occupied by the insured occasioned by or through or in consequence of

(a) the removal or partial removal or any attempt thereat of;

(b) the demolition or partial demolition or any attempt thereat of

the said immovable property or any part thereof with the intention of stealing any part thereof;

provided that this extension does not cover

(a) loss or damage related to or caused by fire or explosion;

(b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

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

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage obtains the written agreement of the company to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

Riot and strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein sub-sections A, B and C of this section are 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:

(a) loss or damage occurring in the Republic of South Africa and Namibia;

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

RENASA
INSURANCE COMPANY LIMITED

OFFICE CONTENTS SECTION

Defined events

1. Loss or damage to the contents **(**other than documents as defined in sub-section C if insured thereunder and electronic data processing equipment) including landlord's fixtures and fittings the property of the insured or for which they are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of the insured up to an amount of R2500 per person while contained in the offices and/or consulting rooms situated as stated in the schedule (hereinafter called the office premises) by any of the perils specified in sub-section A.
2. Loss of or damage to the whole or part of the property insured under item C and defined in sub-section C and the consequences thereof insured under item D and as described in sub-section D.
3. Loss and/or expenditure described in sub-section B and E.

Definition

Electronic data processing equipment is limited to computers and all related hardware, peripherals and computer software and the information or data stored therein or thereon.

Sub-section A Contents

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow excluding loss of or damage to property arising from its undergoing any process necessarily involving the use or application of water.
3. Earthquake but excluding loss of or damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped therefrom.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.
6. Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

Limitations clause

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

Specific conditions

Average (not applicable to peril 6 above or to burglary-(forcible entry extension)

If the property insured is, at the commencement of any loss or damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Each item of the schedule covering such property shall be separately subject to this condition.

First Loss Average (if stated in the schedule to be included)

In respect of a burglary by forcible entry extensions only, if at the time of any loss or damage arising, the total value of the property insured does not exceed the sums stated in the schedule then this insurance shall be declared free of average, but if the total value of the property insured shall be greater than the aforementioned sums, the insured shall be considered as being their own insurer for the difference and the company shall be liable only for such proportion of the first loss sum insured as the aforementioned sums shall bear to the total value not exceeding in all the total sum insured by each item.

Specific exceptions (applicable to sub-section A)

This sub-section does not cover

(a) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique.

(b) designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of sub-section A), stock in trade, samples, motor vehicles and accessories therefore, money, securities, stamps, jewellery or precious stones.

(c) the first 10% of the indemnifiable amount or R1 000 whichever is the greater if the loss or damage is due to lightning strikes.

Sub-section B Rent

Loss of rent actually incurred by the insured in consequence of the office premises or portion thereof being so damaged by any of the perils specified in sub-section A as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this sub-section shall not exceed 25% of the sum insured or value (whichever is the lower) of all contents of the office premises affected.

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

Sub-section C Documents

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

Definition

The term documents shall mean

Films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the insured in the business and owned by them or for which they are responsible excluding money, current postage or revenue stamps, cancelled and uncancelled coupons, securities, bearer bonds, cheques, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data carrying media unless otherwise stated in the schedule.

Limitations clause

The company's liability under this sub-section is limited to all costs, charges and expenses incurred by the insured in replacing or restoring such documents.

Specific exception (applicable to sub-section C)

This sub-section does not cover

(a) loss or damage caused by

  (i) electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10% of such amount or R1 000;

  (ii) vermin or inherent defect or by processing, copying or other work upon the documents;

  (iii) the dishonesty of any principal, partner or director of the insured whether acting alone or in collusion with others. This exception shall not apply to any director who is also an employee of the insured and whom the insured have the right at all times to govern, control and direct in the performance of his work in the service of the insured and in the course of the business.

(b) gradual deterioration or wear and tear.

(c) costs involved in re-shooting films and videos and re-recording audio tapes.

Sub-section D Legal Liability Documents

Legal liability as a direct consequence of loss of or damage to documents as defined in sub-section C and in respect of which payment, reinstatement or repair has been made or liability admitted by the company under sub-section C unless such payment reinstatement repair or liability has not been made or admitted solely because the insured is required to bear the first portion of the loss.

Specific exception (applicable to sub-section D)

This sub-section does not cover liability

(a) assumed by the insured under any contract, undertaking or agreement where such liability would not have attached to the insured in the absence of such contract, undertaking or agreement.

(b) consequent upon injury or damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim.

Sub-section E Increase in cost of working

Any additional expenditure not otherwise provided for in this section reasonably incurred by the insured for the purposes of maintaining the normal operation of the business in consequence of loss or damage in respect of which payment, reinstatement or repair has been made or liability therefore admitted by the company under sub-sections A or C.

The indemnity under this sub-section shall not exceed 25% of the sum insured on all contents of the office premises affected.

Clauses and extensions

Alterations and misdescription clause

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

Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding 15% of the sum insured thereon, it being understood that the insured undertake to advise the company each quarter or each month if the period of insurance is more often than quarterly of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Fire extinguishing charges clause

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

Locks and keys clause

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

Provided that

(i) the company's liability shall not exceed R1 000 in respect of any once event

(ii) the company shall not be liable for the first R100 of each and every event.

New and additional premises clause

If the insured occupies offices or consulting rooms other than those situated as stated in the schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique, the insurance by this section shall apply as though such offices or consulting rooms were office premises within the meaning of this section.

provided that

(a) the insured shall, within a reasonable time of taking occupation, advise the company thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the then current period of insurance;

(b) this clause shall not apply to any loss if and so far as the same is otherwise insured.

Removal of debris clause

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

The company will not pay for any costs or expenses

(a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;

(b) arising from pollution or contamination of property not insured by this policy/section.

Temporary removal clause

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

Temporary repairs and measures after loss clause

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

Tenant's clause

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

Replacement value condition

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new

or

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

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

Malicious damage extension

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

1. moveable property which is
    (a) stolen;
    (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.

2. moveable or immoveable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured;
3. immoveable property owned or occupied by the insured occasioned by or through or in consequence of
   (a) the removal or partial removal or any attempt thereat of
   (b) the demolition or partial demolition or any attempt thereat of the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover
   (c) damage related to or caused by fire or explosion;
   (d) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
   (e) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
   (f) damage related to or caused by any occurrence referred to in General Exception 1(A)(i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

   If any building insured or containing the insured property becomes unoccupied for thirty consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the company to continue this extension.

During the period of the initial unoccupancy of thirty consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

Riot and strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, sub-sections A, B and C of this section are extended to cover loss or damage directly occasioned by or through or in consequence of:

(a) civil commotion, labour disturbances, riot, strike or lockout;

(b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

provided that this extension does not cover;

(a) loss or damage occurring in the Republic of South Africa and Namibia;

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

Burglary by forcible entry or exit extension (if stated in the schedule to be included)

The following peril is added to the perils applicable to sub-section A contents:

Burglary accompanied by forcible and violent entry into or exit from the offices and/or consulting rooms or any attempt thereat or as a result of Burglary (or any attempt thereat) following forcible and violent entry or exit from the premises or violence or the threat of violence

provided that

(a) the company will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of the insured;

(b) the amount payable will be reduced by the first amount payable shown in the schedule for this extension;

(c) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

Theft extension (if stated in the schedule to be included)

The following peril is added to the perils applicable to sub-section A contents:

Theft or any attempt thereat of office equipment belonging to the Insured other than by any principal, partner, director or employee of the insured

provided that

(a) the company will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of the insured;

(b) the amount payable will be reduced by the first amount payable shown in the schedule for this extension;

(c) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

Memorandum

In respect of sub-section D only, General Exception 1 is deleted and replace by the following:

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

Burglar alarm warranty (if stated in the schedule to be applicable)

(a) In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to the liability of the company and warranted that

(b) the burglar alarm installed at the premises shall be made fully operative whenever the protected building(s) is/are not open for business unless a principal, partner, director or employee of the insured is in the protected building(s).

(c) unless specifically stated to the contrary, all buildings on the premises are protected by the alarm and it is further warranted that:

1. where the alarm is an approved certified burglar alarm

   the company shall be entitled to request full information of the relevant arming and disarming log after the occurrence of a loss

   or

2. where the installed alarm is not an approved certified burglar alarm

   (a) the said alarm is to be a dual monitoring alarm where available (for the purpose of this requirement dual monitoring shall mean that after the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);

   (b) if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;

   (c) the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a loss, the company will be entitled to request full information of the relevant log;

   (d) such alarm shall be maintained in proper working order but the insured shall be deemed to have discharged their liability in this regard if they have maintained their obligations under a contract with the suppliers or servicing engineers of the alarm system.

Loss of or damage to the property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the insured is not covered unless such keys, keypad code or remote control have been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft or burglary.

RENASA
INSURANCE COMPANY LIMITED

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 and subject to the Physical Damage Provision clause under:

(a) the fire section this policy

(b) the buildings combined section of this policy

(c) the office contents section of this policy

(d) any other material damage insurance covering the interest of the insured but only in respect of perils insured under the Fire section hereof (hereinafter termed Damage)

Physical Damage Proviso

The Insurers obligation to indemnify shall be restricted to claims resulting from:

(a) property insurances, insofar as they cover financial losses arising from the physical loss of or physical damage to the tangible insured property caused by an insured peril, and

(b) property business interruption insurances, insofar as they cover interruption directly caused by physical loss of or physical damage to the tangible insured property caused by an insured peril or directly caused by physical loss of or physical damage to tangible property at the premises of a customer or supplier of the insured.

Physical damage is understood to mean a detrimental change in tangible property substance in a manner necessitating repair, rebuilding or replacement. For the avoidance of doubt, pure loss of use (without preceding physical loss or damage) such as the inability to use or restrictions in the use of a building or an object as well as the simple non-functioning of an object, shall not constitute a physical loss or damage.

Notwithstanding the foregoing it is understood that coverage hereunder for property business interruption extends to other premises and/or situations

as described in "Extension to Other Premises" (a) to (i) provided the extensions are selected and premium paid accordingly.

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 minimize 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.

Item 1 Gross profit (difference basis)

The insurance under this item is limited to loss of gross profit due to

(a) **reduction in turnover** and

(b) **increase in cost of working**

and the amount payable as indemnity hereunder shall be

(a) **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

(b) **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 sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

Item 1 Gross profit (additions basis)

The insurance under this item is limited to loss of gross profit due to

(a) **reduction in turnover** and

(b) **increase in cost of working**

and the amount payable as indemnity hereunder shall be

(a) **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

(b) **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 sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

Memo

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

Item 2 Gross rentals

The insurance under this item is limited to

(a) **loss of gross rentals** and

(b) **increase in cost of working**

and the amount payable as indemnity hereunder shall be

(a) **in respect of loss of gross rentals,** the amount by which the gross rentals during the indemnity period shall in consequence of the Damage fall short of the standard gross rentals

(b) **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 gross rentals which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of the loss of gross rentals thereby avoided

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross rentals as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 months.

Item 3 Revenue

The insurance under this item is limited to

(a) **loss of revenue** and

(b) **increase in cost of working**

and the amount payable as indemnity hereunder shall be

(a) **in respect of loss of revenue,** the amount by which the revenue during the indemnity period shall, in consequence of the Damage, fall short of the standard revenue

(b) **in respect of increase in cost of working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of loss of revenue thereby avoided

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of revenue is less than the annual revenue where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 months.

Item 4 Additional increase in cost of working

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

Item 5 Wages (Number of weeks basis)

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.

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

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

RENASA
INSURANCE COMPANY LIMITED

Item 6 Fines and penalties for breach of contract

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

Definitions

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

Revenue The money paid or payable to the insured for goods sold and for services rendered in the course of the business at the premises.

Gross rentals The money paid or payable to the insured by tenants in respect of rental of the premises and for services rendered

Gross profit (difference basis) The amount by which **(a)** the sum of the turnover and the amount of the closing stock shall exceed **(b)** 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.

Uninsured costs As specified in the schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the insured).

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.

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

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

Standard turnover

Standard revenue

Standard gross rentals The turnover (revenue) (gross rentals) during that period in the twelve 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.

Annual turnover

Annual revenue

Annual gross rentals The turnover (revenue) (gross rentals) during the twelve months immediately before the date of the Damage

Note If the Damage occurs before the completion of the first year's trading of the business at the premises, the value of bracketed terms 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.

Rate of gross profit The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage

RENASA
INSURANCE COMPANY LIMITED

Memo

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, revenue or gross rentals, during the indemnity period.

Extensions and clauses

Accidental damage (if stated in the schedule to be included)

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 (i) of the Accidental damage section of this policy (hereinafter termed Damage) provided that:

(a) 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;

(b) the company shall not pay more than the sum insured stated in the schedule of the accidental damage section for both this section and the Accidental damage section combined."

Accounts 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 accounts, 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 items 1 (gross profit), 2 (gross rentals) or 3 (revenue) relating to reduction in turnover/gross rentals/revenue and increase in cost of working, shall apply separately to each department or branch affected by the Damage, except that if the sum insured by the relative item is less than the aggregate of the (gross profit) (annual gross rentals) (annual revenue) (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 stated in the schedule to be included)

in consideration of the premium by items 1, 2 or 3 being provisional in that it is calculated on 75% of the sum insured, the premium is subject to adjustment on expiry of each period of twelve (12) consecutive months from inception or anniversary date as follows;

in the event of the gross profit/gross rentals/revenue earned (proportionately increased if the number of months referred to in the definition of indemnity period exceeds twelve) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% of the sum insured thereon, a pro rata return or additional premium not exceeding 33⅓% 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.

Output (alternative basis) clause

At the option of the insured, the term output may be substituted for the term turnover and, for the purposes of this section, output shall mean the sale or transfer value, as shown in the insured's books, of goods manufactured or processed by the insured at the premises

provided that

(a) only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption;

(b) if the meaning of output be used

  (i) the accumulated stocks clause shall be inoperative.

  (ii) the memo at the end of the definitions shall read.

If, during the indemnity period, goods shall be manufactured or processed other than at the premises for the benefit of the business either by the insured or by others on behalf of the insured, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period.

Salvage sale clause

If the insured shall hold a salvage sale during the indemnity period clause (a) of item 1 (gross profit) shall, for the purposes of such claim, read as follows

(a) **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.

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 under noted situations or to property as under noted shall be deemed to be loss resulting from Damage to property used by the insured at the premises.

(a) Specified suppliers/sub-contractors (if stated in the schedule to be included)

The premises of the suppliers and sub-contractors specified in the schedule subject to stated limits.

This extension excludes suppliers of suppliers.

(b) Unspecified suppliers (if stated in the schedule to be included)

The premises of any other of the insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which the insured obtains electricity, gas or water subject to the limit stated in the schedule.

This extension excludes suppliers of suppliers

(c) Storage, transit and vehicle

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 premises in the occupation of the insured.

(d) Contract sites

Any situation not in the occupation of the insured where the insured are carrying out a contract.

(e) Prevention of access (If stated in the schedule to be included)

Property within a 10 km radius of the insured's premises, 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.

(f) Additional premises

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

(g) Customers (if stated in the schedule to be included)

The premises of the customers specified in the schedule subject to stated limits. This extension excludes customers of customers.

(h) Public utilities – insured perils only (if stated in the schedule to be included

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

(i) Public telecommunications – insured perils only (if stated in the schedule to be included)

(i) Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the insured;

(ii) the transmission facilities network of the public authority mentioned in (i).

The geographical limits of

(a), (b), (c), (d), (e), (f), (g), (h) and (i) of the extensions to other premises are confined to the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia Swaziland and Zimbabwe.

RENASA
INSURANCE COMPANY LIMITED

ACCOUNTS RECEIVABLE SECTION

Defined events

Loss or damage as a result of accident or misfortune (hereinafter termed Damage) to the insured's books of account or other business books or records at the premises or at the residence of any director, partner or employee or the premises of any accountant of the insured, in consequence whereof the insured is unable to trace or establish the outstanding debit balances in whole or part due to it.

Provided that the liability of the company shall not exceed the sums insured stated in the schedule and that the basis of indemnity will be as set out in the specification which forms part of this section.

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

The company will also pay all reasonable collection costs and expenses incurred by the insured in excess of normal collection costs and expenses made necessary because of such Damage.

Specific exceptions

The company will not pay for

(a) loss resulting from loss or damage to the books of account or other business books or records caused by

(i) wear and tear or gradual deterioration or moths or vermin

(ii) detention, seizure or confiscation by any lawfully constituted authority

(iii) electrical or electronic or magnetic injury, disturbances or erasure unless the insured maintains the duplicate records referred to in the Duplicate records clause of this section, in which case the insured will be responsible for the first R500 of each and every loss;

(b) loss caused by fraud or dishonesty of any principal, director, partner or employee of the insured.

Specification

The insurance under this section is limited to the loss sustained by the insured in respect of outstanding debit balances directly due to the Damage and the amount payable shall not exceed

(a) the difference between

(i) the outstanding debit balances

and

(ii) the total of the amounts received or traced in respect thereof

plus

(b) the additional expenditure incurred in tracing and establishing customers' debit balances after the Damage provided that, if the sum insured under this item is less than the outstanding debit balances, the amount payable shall be proportionately reduced.

Definitions

Outstanding debit balances

The total declared in the statement last given under the provisions of the following memorandum adjusted for

(a) bad debts

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

and

(c) any abnormal condition of trade which had or could have had a material effect on the business

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

Clauses and memoranda

Declarations

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

Adjustment

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

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

(ii) If the amount of a declaration exceeds the sum insured applicable at the date of such declaration, then for the purposes of this memorandum only, the insured shall be deemed to have declared such sum insured.

Riot and strike extension (if stated in the schedule to be included)

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

(i) civil commotion, labour disturbances, riot, strike or lockout;

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

(a) loss or damage occurring in the Republic of South Africa and Namibia;

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

Accountant clause

Any particulars or details contained in the insured's books of account or other business books or records 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 accounts, and their certificate shall be prima facie evidence of the particulars and details to which it relates.

Duplicate records (if stated in the schedule to be included)

The insured shall maintain duplicates of their books of account or other business books or records containing details of outstanding balances and such duplicates shall be stored at different premises from the originals.

Protections (if stated in the schedule to be included)

The insured's books of account, or other business books or records containing details of outstanding balances, must be kept in a fire resistant safe, cabinet or strongroom outside business hours unless they are being worked on or are required for immediate reference.

Transit extension (if stated in the schedule to be included)

The insurance under this section includes loss as defined to the insured's books of account or other business books or records whilst in transit to or from the premises or residence of any director, partner, employee or accountant of the insured.

BURGLARY SECTION

Defined events

Loss of or damage to all contents (the property of the insured or for which they are responsible) of any insured building at the insured premises described in the schedule as a result of a burglary 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.

Extensions

1. The insurance under this section extends to cover loss of or damage to the property insured
   (a) caused or accompanied by
      (i) a thief or thieves being concealed upon the insured premises before close of business
      (ii) entry to and/or exit from the premises being affected by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall establish to the satisfaction of the company that such a skeleton key or device was used
   (b) whilst in a building at any additional premises used by the insured provided that
      (i) such additional premises are advised to the company within 30 days from the time the risk attaches to the company
      (ii) an additional premium, if any, is paid
      (iii) the company's liability in respect of this extension shall not exceed 50% of the highest amount stated in the schedule applicable to any one premises.
2. In addition to the limit of indemnity stated in the schedule
   (a) the insurance under this section includes
      (i) **damage** to the buildings including landlord's fixtures and fittings at the insured premises in the course of a burglary or any attempt thereat
      (ii) **loss of buildings**, landlord's fixtures and fittings at the insured premises as a result of a burglary accompanied by forcible and violent entry into or exit from such building or any attempt thereat
   (b) the company will reimburse the insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section.

   Provided that the company's liability shall not exceed the greater of R5 000 or the amount stated in the schedule in respect of any one event.
3. In addition to the limit of indemnity stated in the schedule the company will indemnify the insured in respect of the cost of replacing locks and keys to any insured premises following upon the disappearance of any key to such premises or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, provided that
   (a) the company's liability shall not exceed R3 000 in respect of any one event
   (b) the company shall not be liable for the first R500 of each and every event.
4 The term all contents includes personal effects, tools and pedal cycles the property of the insured or any principal, partner, director or employee of the insured in so far as such property is not otherwise insured up to an amount of R2 500 in the case of any one person.
5. Business Interruption

   Loss or damages incurred as a consequence of (a) Burglary or (b) Theft by means of violence or threat of violence, which results in the interruption of or interference with the business during the period of insurance at the premises insured provided in respect of the claim for the Burglary was admitted by the Insurer and payment has been made in full and final settlement thereof.

   The limit if Indemnity will be R300 000 per claim or in the aggregate any number of claims per annum subject to a maximum Indemnity period of three months per claim and a franchise excess of R5 000

Limitations

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

Specific exceptions

The company shall not be liable for

(a) loss or damage which can be insured under a fire policy except in the case of explosion caused in an attempt to effect entry
(b) loss or damage insurable under a glass insurance policy
(c) property more specifically insured or, unless specified in the schedule, cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature
(d) loss or damage in which any principal, partner, director or any member of the insured's household or any of the insured's employees is concerned as principal or accessory.

Specific conditions

1. This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company.

2. (a) Burglar alarm warranty (if stated in the schedule to be applicable)

In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to the liability of the company and warranted that

(i) the burglar alarm installed at the premises shall be made fully operative whenever the protected building(s) is/are not open for business unless a principal, partner, director or employee of the insured is in the protected building(s).

(ii) unless specifically stated to the contrary, all buildings on the premises are protected by the alarm and it is further warranted that:

(b) where the alarm is an approved certified burglar alarm

the company shall be entitled to request full information of the relevant arming and disarming log after the occurrence of a loss.

or

(c) where the installed alarm is not an approved certified burglar alarm

(i) the said alarm is to be a dual monitoring alarm where available (for the purpose of this requirement dual monitoring shall mean that after the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm)

(ii) if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available

(iii) the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a loss, the company will be entitled to request full information of the relevant log

(iv) such alarm shall be maintained in proper working order but the insured shall be deemed to have discharged their liability in this regard if they have maintained their obligations under a contract with the suppliers or servicing engineers of the alarm system.

Loss of or damage to the property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the insured is not covered unless such keys, keypad code or remote control have been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft or burglary.

RENASA
INSURANCE COMPANY LIMITED

MONEY SECTION

Defined events

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi and Mozambique except if otherwise specified provided that the liability of the company for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limitations stated in the schedule.

Definitions

Money shall mean cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, the property of the insured or for which they are responsible.

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

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

Extensions

1. Receptacles and clothing

In addition to any payment in respect of a defined event, the company will indemnify the insured in respect of receptacles and clothing (as defined) lost or damaged as a result of a burglary of money or attempted theft of money, provided that the company's liability under this extension in respect of clothing shall not exceed R3 000, and in respect of receptacles, the amount stated in the schedule or R3 000 whichever is the greater.

2. Locks and keys

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

provided that

(a) the company's liability shall not exceed R3 000 in respect of any one event

(b) the company shall not be liable for the first R500 of each and every event.

3. Riot and strike extension (if stated in the schedule to be included)

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

(a) civil commotion, labour disturbances, riot, strike or lockout;

(b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with, any occurrence referred to in (a) above;

provided that this extension does not cover

(a) loss or damage occurring in the Republic of South Africa and Namibia;

(b) consequential or indirect loss or damage of any kind or description whatsoever;

(c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

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

4. Skeleton keys

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

5. Personal accident (assault) extension (if stated in the schedule to be included)

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

The company will pay to the insured, on behalf of such person or his estate, the sum or sums stated in the schedule in the event of bodily injury to such person resulting within 24 calendar months in;

1.	death		**the capital sum**
2.	permanent disability as follows		**the percentage of the capital sum specified**
			Percentage of capital sum
(a)	loss by physical separation at or above the wrist or ankle of one or more limbs		100
(b)	permanent and total loss of		
		whole eye	100
		sight of eye	100
		sight of eye except perception of light	75
(c)	permanent and total loss of hearing		
		both ears	100
		one ear	25
(d)	permanent and total loss of speech		100
(e)	injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training		100
(f)	loss of four fingers		70
(g)	loss of thumb		
		both phalanges	25
		one phalanx	10
(h)	loss of index finger		
		three phalange	10
		two phalanges	8
		one phalanx	4
(i)	loss of middle finger		
		three phalanges	6
		two phalanges	4
		one phalanx	2
(j)	loss of ring finger		
		three phalanges	5
		two phalanges	4
		one phalanx	2
(k)	loss of little finger		
		three phalang	4
		two phalange	3
		one phalanx	2
(l)	loss of metacarpals		
		first or second (additional)	3
		third, fourth or fifth (additional)	2
(m)	loss of toes		
		all on one foot	30
		great, both phalange	5

great, one phalanx	2
other than great, if more than one toe lost, each	2

3. In the case of total and absolute incapacity from following usual business or occupation the weekly sum specified in the schedule shall be payable.
4. The reasonable expenses incurred, up to the sum specified in the schedule, shall be payable in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs and expenses incurred in emergency transportation or freeing such person if trapped or bring such person to a place of safety) incurred within 24 months of the defined event.

Memoranda (applicable to permanent disablement benefits)

(a) Where the injury is not specified the company will pay such sum as in its opinion is consistent with the above provisions

(b) Permanent total loss of use of part of the body shall be considered as loss of such part

(c) 100% shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one

(d) cause in respect of any such person

provided that

(a) the company shall not be liable to pay in respect of any one such person more than the capital sum plus the sums specified under items 3 and 4;

(b) the sum specified under item 3 shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 weeks and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that permanent disability may remain;

(c) compensation payable under item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4;

(d) this extension shall not apply to any such person under 15 or over 70 years of age;

(e) after suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;

(f) General Exception 2 and general conditions 2 and 9 do not apply to this extension;

(g) in respect of this extension only General Exception 1 is deleted and replaced by the following:

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

Extensions to the personal accident (assault) extension

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

Specific exceptions

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

1. arising from dishonesty of any principal, partner, director or person or persons in the employ of the insured not discovered within 14 working days of the occurrence thereof;
2. arising from shortage due to error or omission;
3. arising from the use of keys to any safe or strongroom unless the keys
   (a) are obtained by violence or threats of violence to any person
   (b) are used by the keyholder or some other person with the collusion of the keyholder and the insured can prove to the satisfaction of the company that the keyholder or such other person had used the keys to open the safe or strongroom;
4. in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strongroom is unattended but this exception will not apply if it can be shown to the satisfaction of the company that the keyholder to the safe or strongroom deliberately left it unlocked with the intention of allowing the money to be stolen;
5. not contained in a locked safe or strongroom whilst the portion of the premises containing such money is unattended but this exception will not apply if it can be shown to the satisfaction of the company that the person(s) responsible for the money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen;

6. in any vehicle being used by the insured unless a principal, partner, director or employee of the insured is actually in such vehicle or, if not such vehicle, is within 5 metres of it in a position from which the vehicle is clearly visible. This exception shall not apply following an accident involving such vehicle rendering the said person incapacitated.

Specific exceptions (3), (4), (5) and (6) do not apply up to an amount of R2 500 (one thousand five hundred Rand) and such losses shall not be reduced by any first amount payable.

Memoranda

1. Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director or person in the employ of the insured (such person), as defined under this section, shall be subject to the following compulsory First Amount Payable Clause
   The amount payable hereunder in respect of an event involving any such person or any number of such persons acting in collusion shall be reduced by:
   (a) 2% of the applicable limit under defined events plus
   (b) a further amount of 10% (ten percent) of the net amount payable after deduction of the 2% (two percent) specified in (a) above.
2. The company shall not be liable under this section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

Special conditions applicable to cheques

First amount payable applicable to theft of cheques

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

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

Procedure for drawing and crossing of cheques and printing of blank cheques

A. Drawing and crossing of cheques

One of the safest methods of drawing and crossing a cheque which is acceptable to banks is as noted hereunder. This method is recommended by the company

1. Delete the pre-printed words 'or bearer'. This limits the possibility of the drawee bank paying out to a bearer who might not be entitled to payment.
2. If instead of "or bearer" your cheque has pre-printed on it "or order" these words must also be deleted.
3. Write on the face of the cheque the words "not transferable".
4. Cross the cheque by drawing two parallel lines across the cheque
5. Write the words "not negotiable" between the two parallel lines referred to in 4 above.
6. Ensure that the payee is accurately, properly and fully described for example where the payee is a company its full name should be used: RH Jones (Pty) Ltd not just RH Jones
   Where the bank account number or CC number of the payee is known this should be included after the name of the payee, for example, "RH Jones (Pty) Ltd, Co No: 69/123456" or "RH Jones (Pty) Ltd ABC Bank account no: 123456789".
   Whilst highly recommended it is not compulsory to use the bank account number of the payee.
7. In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures.

8. An example of this method of drawing a cheque is attached as Annexure A.
9. On the rear of the cheque the wording listed in Annexure B (*last page of this section*) should be printed. Please ensure that space is left on the rear of the cheque for bank stamps and endorsements.
10. All the markings on a cheque should be legible and clearly visible. Persons drawing cheques should not use abbreviated or different versions of the terminology used in the example. The words "not negotiable" and a crossing using a rubber stamp containing a rectangle rather than two parallel lines are worthless.
11. The method used to complete cheques should be one which makes an ink impression on the paper like handwriting, a typewriter or a dot matrix printer. The ribbon used on the printer/typewriter should be of the type which impregnates the paper with ink. Do not use:
    (a) old ribbons
    (b) laser printers which do not make an impression into the paper
    (c) the "reverse printing technique"
    (d) correctable type ribbons.

B. Printing of blank cheques

Blank cheques should only be printed by the Bank itself or a printer licensed by the Automatic Clearing Bureau. These printers know the recommended requirements of banks and should only use approved:

(a) security paper (CBS1 or superior)
(b) security designs
(c) special security inks compatible with the security paper/design
(d) methods which make it difficult for anyone to make a supply of blank cheques by photocopying the originals.

Burglar alarm warranty (if stated in the schedule to be applicable)

1. In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to the liability of the company and warranted that
    (a) the burglar alarm installed at the premises shall be made fully operative whenever the protected building(s) is/are not open for business unless a principal, partner, director or employee of the insured is in the protected building(s).
    (b) unless specifically stated to the contrary, all buildings on the premises are protected by the alarm and it is further warranted that:
2. where the alarm is an approved certified burglar alarm the company shall be entitled to request full information of the relevant arming and disarming log after the occurrence of a loss.

or

3. where the installed alarm is not an approved certified burglar alarm
    (a) the said alarm is to be a dual monitoring alarm where available (for the purpose of this requirement dual monitoring shall mean that after the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm)
    (b) if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available
    (c) the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a loss, the company will be entitled to request full information of the relevant log
    (d) such alarm shall be maintained in proper working order but the insured shall be deemed to have discharged their liability in this regard if they have maintained their obligations under a contract with the suppliers or servicing engineers of the alarm system.

Loss of or damage to the property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the insured is not covered unless such keys, keypad code or remote control have been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft or burglary.

RENASA
INSURANCE COMPANY LIMITED

GLASS SECTION

Defined events

Loss of or damage to internal and external glass (including mirrors), signwriting and treatment thereon at the insured premises as stated in the schedule, the property of the insured or for which they are responsible.

Following loss of or damage to glass the company will also indemnity the insured for

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

provided that the liability of the company shall not exceed:

(a) for the replacement of glass, signwriting and treatment – the sum insured as stated in the schedule applicable to the premises at which loss or damage occurs;

(b) for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original clause – in the aggregate the sum of R2 000.

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 sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item if more than one shall be separately subject to this condition.

Definition of glass

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

Specific exceptions

The company shall not be liable for

(a) loss or damage which is insured by, or would, but for the existence of this section, be insured, by any fire insurance, except in respect of any excess beyond the amount which would have been payable under such fire insurance had the insurance under this section not been effected, but this specific exception shall not apply to loss or damage for which the insured is responsible as tenant and not as owner

(b) glass forming part of stock in trade

(c) glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by the company

(d) defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

Extensions

Special replacement (if stated in the schedule to be included)

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

Riot and strike extension (if stated in the schedule to be included)

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

(a) civil commotion, labour disturbances, riot, strike or lockout;

(b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

provided that this extension does not cover:

(a) loss or damage occurring in the Republic of South Africa or Namibia;

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured. This extension shall only apply to loss or damage for which the insured is responsible as tenant and not as owner.

FIDELITY SECTION

Defined Events

1. Loss of money and/or other property belonging to the insured or for which they are responsible stolen by an insured employee during the currency of this section
2. Direct financial loss sustained by the insured as a result of fraud or dishonesty of an insured employee all of which occurs during the currency of this section which results in dishonest personal financial gain for the employee concerned other than gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments

provided that

1. (a) the company is not liable for all losses which occurred more than 24 months prior to discovery;
   (b) all losses are discovered not later than twelve months after the termination of:
      (i) this section, or
      (ii) this section in respect of any insured employee concerned in a loss, or
      (iii) the employment of the insured employee or the last of the insured employees concerned in a loss
      whichever occurs first;
2. (a) **BLANKET BASIS** – the liability of the company for all losses shall not exceed the sum insured stated in the schedule whether involving any one employee or any number of employees acting in collusion or independently of each other;
   (b) **NAMED OR POSITION BASIS** – the liability of the company for all losses involving any employee shall not exceed the sum insured stated opposite his name in the schedule or, if he is unnamed, the sum insured stated opposite the position held by him in the business as stated in the schedule;
3. renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of the company beyond the sum insured stated in the schedule. If the period of insurance is less than 12 months the company's liability is limited to the sum stated in the schedule during any twelve month period of insurance calculated from inception or renewal.
4. the amount payable during any one period of twelve (12) consecutive months from inception or anniversary date shall not exceed the sum stated in the schedule at the said inception or anniversary date as the case may be (or double the sum insured if the "Reduction/Reinstatement of the insured amount clause" applies). If the sum insured is increased, the twelve (12) consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date shall not exceed twice the sum insured.

Definition

Employee shall mean

a) any person while employed under a contract of service with or apprenticeship to the insured;
b) any person while hired or seconded from any other party into the service of the insured;

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

Specific exceptions

1. The company shall not be liable for
   a) loss resulting from or contributed to by any defined event by
      (i) any partner in or of the insured to the extent that such partner would benefit by indemnity granted under this policy;
      (ii) any principal, director or member of the insured unless such director or member is also an employee;
      (iii) any employee from the time the insured shall become aware that such employee has committed any fraud or dishonesty;
   b) any consequential losses of any kind following losses referred to under defined events.
2. This section does not cover any company or other legal entity acquired during the period of insurance.
3. The company shall not be liable for any defined event if it results from the dishonest
      (i) manipulation of
      (ii) input into
      (iii) suppression of input into
      (iv) destruction of
      (v) alteration of

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

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

This specific exception only applies to partnerships, proprietary companies or close corporations.

Specific conditions

1. The insured shall institute and/or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting his business as has been represented to the company but the insured may:
   (a) change the remuneration and conditions of service of any employee;
   (b) in respect of any employee who is described in the schedule by name, change his duties and position;
   (c) in respect of any employee who is described in the schedule only by the position held by him, remove such employee and place in his position any other person who falls within the definition of employee;
   (d) make such other changes as are approved beforehand in writing by the insured's auditors.
2. If the insured shall sustain any loss to which this section applies which exceeds the amount payable hereunder in respect of such loss, the insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the company or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the company and the insured to the extent of his coinsurance in terms of item (b) of the compulsory first amount payable clause.

Clauses and extensions

Accountants clause

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

Extended cover for past employees extension

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

Retroactive cover extension - No previous insurance in force (if stated in the schedule to be included)

This section will also apply to defined events as insured herein which occurred up to 12 months prior to inception of this section but not more than 24 months prior to discovery, provided the events are discovered within the shorter period of 12 months of the termination of the employment of the employee concerned or within 12 months of the expiry of this section.

Superseded insurances extension (if stated in the schedule to be included)

This section will apply to defined events insured herein which occurred during the currency of any insurance superseded by this section and specified in the schedule provided that:

1. this extension is restricted to losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the defined events;
2. the defined events are discovered within the shorter period of 12 months of the termination of the employment of the employee concerned or within 12 months of the expiry of this section;
3. the amount payable under this extension shall not exceed the amount insured by this section or the amount insured by the superseded insurance whichever is the lesser;
4. in the event of the defined events involving one employee or any number of employees occurring during both the currency of this section and that of the superseded policy, the maximum amount payable shall not exceed the amount insured by this section at the time of discovery of the defined events;
5. this extension will not apply to defined events which occurred more than the number of years stated in the schedule before inception of this section;
6. the company is not liable for any loss which occurred more than 24 months prior to discovery.

Other insurances

It is a condition of this section that other than

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

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

Compulsory first amount payable

The amount payable under this section in respect of a defined event involving one employee or any number of employees acting in collusion shall be reduced by:

(a) 2% of the aggregate of the sum insured under this section and the declared insurance of R60 000 whichever is the lesser plus
(b) a further amount of 10% of the net amount payable after deduction of the amount specified in (a) above.

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

Computer losses first amount payable

The percentage shown in (b) of the compulsory first amount payable clause is increased from 10% to 20% if the defined event results from the dishonest

(a) manipulation of

(b) input into

(c) suppression of input into

(d) destruction of

(e) alteration of

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

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

If any defined event is discovered more than 12 months after:

(a) it was committed

(b) the first event in a series of events committed by one person or a number of persons acting in collusion

The percentages contained in the first amount payable clause are increased as follows;First amount payable clause	First amount payable increased to percentage shown below	
	If losses are discovered more than 12 months after being committed but not more than 24 months thereafter	If policy has been extended to cover that part of losses discovered more than 24 months after being committed by not more than 36 months thereafter
Compulsory Paragraph (a) Paragraph (b) **Computer Losses**	From 2% to 4% From 10% to 15% From 20% to 30%	From 2% to 5% From 10% to 20% From 20% to 35%

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

Voluntary first amount payable clause (if stated in the schedule to be included)

In addition to the amount payable by the insured under the compulsory first amount payable clause, the insured shall be responsible for the difference between such amount and the amount stated in the schedule as the voluntary first amount payable provided such voluntary amount exceeds the compulsory amount.

Reduction/Reinstatement of insured amount clause (if stated in the schedule to be included)

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

1. the maximum amount payable by the company for all insured employees shall not exceed double the sum insured shown in the schedule;
2. the insured pays additional premium calculated in terms of the following formula:

$$\text{Annual premium in force at time of discovery of loss} \times \frac{\text{Amount of claim payments}}{\text{Sum insured at time of discovery of loss}}$$

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

Provided that:

(i) the words "Annual premium" are amended to read "twelve (12) times the monthly premium" for policies with monthly periods of insurance and "four (4) times the quarterly premium" or "twice (2 times) the bi-annual premium" for policies with quarterly or half yearly periods of insurance respectively.

Costs of recovery extension (if stated in the schedule to be included)

If the insured shall sustain any loss to which this section applies which exceeds the sum insured hereunder, the company will, in addition to the sum insured, pay to the insured costs and expenses not exceeding the amount stated in the schedule necessarily incurred with the consent of the company (which shall not be unreasonably withheld) for the recovery or attempted recovery from the employee in respect of whose dishonest or fraudulent act the claim is made, of that part of the loss which exceeds the sum insured hereunder. All amounts recovered by the insured in excess of the said part of the loss shall be for the benefit of the company and the insured to the extent of his coinsurance in terms of item (b) the compulsory first amount payable clause.

Computer losses extension (if stated in the schedule to be included)

The insured having completed a satisfactory questionnaire, specific exception 3 and the Computer losses first amount payable clause are deleted.

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

1. In consideration of the payment of an additional premium, Proviso (i)(a) of the defined events is restated to read:
   (a) the company is not liable for all losses which occurred more than 36 months prior to discovery.
2. If this policy section includes the superseded policy clause, the period referred to in proviso 6 thereof is increased from 24 months to 36 months.

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

In consideration of the accounting firm named in the schedule having conducted a satisfactory audit of the insured's systems of control, fraud dishonesty and theft detection and subject to the insured implementing and maintaining all the recommendations contained in such audit:

1. proviso 1(a) of the defined events (*which limits cover to that part of losses discovered within 24 months*) and proviso 6 of the superseded insurance extension clause (*if applicable)* are deleted
2. if any defined event is discovered more than 12 months after it was committed, the percentages contained in the under noted first amount payable clauses are increased as follows:

First amount payable clause	First amount payable increased to percentage shown below if losses discovered more than 12 months after being committed
Compulsory	
Paragraph (a)	From 2% to 3%
Paragraph (b)	From 10% to 12,5%
Computer losses	From 20% to 25%

Notwithstanding the above, the insured may opt to claim only for that part of the loss which was discovered within 12 months, in which case the first amount payable applicable for that period will apply.

3. The first amount payable clause for losses discovered more than 12 months after they were committed is deleted.

Memoranda

1. In the event of the discovery of any loss resulting from a defined event, the insured may, notwithstanding anything to the contrary contained in paragraph (ii) of general condition 6, refrain from reporting the matter to the police but shall do so immediately should the company or legislation of the Republic of South Africa require such action to be taken.
2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this section.
3. General Exceptions 1 and 2 and general condition 9 do not apply to this section.

If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.

GOODS IN TRANSIT SECTION

Defined events

Loss of or damage to the whole or part of the property described in the schedule, **owned by the insured or for which they are responsible**, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune not otherwise excluded

provided that

1. the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every defined event except a claim resulting from fire, lightning or explosion
2. the liability of the company for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.

Memoranda

1. Transit shall be deemed to commence from the time of moving the property described in the schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.
2. If any consignee shall refuse to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance, provided that the insured shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.
3. Where the means of conveyance is by specified vehicle, the insurance under this section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not the property of the insured or leased or hired by them under a lease or suspensive sale agreement.
4. In the event of breakdown of the means of conveyance during transit or if, for any reason beyond the insured's control, the property is endangered, nothing contained herein shall debar the utilization of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

Debris removal extension (if stated in the schedule to be included)

The insurance under this section includes costs necessarily incurred by the insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a limit of R2 000 or the limit in the schedule, whichever is the greater, in respect of any one defined event.

Restricted cover

Fire, explosion, collision, derailment and overturning limitation (if stated in the schedule to be included)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

Specific Exceptions

The company shall not be liable for

1. loss or damage resulting from or caused by
   (a) theft or break in from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry to or exit from;
   (b) inherent vice or defect, vermin, insects, damp, mildew or rust;
   (c) the dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others;
   (d) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
   (e) or arising whilst in transit by sea or inland transit incidental thereto;
   (f) breakdown of refrigeration equipment;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured property unless following an accident or misfortune not otherwise excluded;
4. loss of or damage to
   (a) cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
   (b) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique;
   (c) property otherwise insured or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been affected;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

Specific Extensions

Fire extinguishing charges extension

If the property described in the schedule is lost or damaged by fire whilst in course of a transit insured by this section the company will in addition to indemnifying the insured for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed the limit of indemnity shown in the schedule opposite this clause plus (if applicable) the increased Fire extinguishing charges extension limit.

Business Interruption

Loss or damages incurred as a consequence of an insured peril(-s) under this Section which results in the interruption of or interference with the business during the period of insurance provided that the claim for the Goods in Transit Loss was admitted by the Insurer and payment has been made in full and final settlement thereof..

The limit if Indemnity will be R300 000 per claim or in the aggregate any number of claims per annum subject to a maximum Indemnity period of three months per claim and a franchise excess of R5 000

Riot and strike extension (if stated in the schedule to be included)

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

(a) civil commotion, labour disturbances, riot, strike or lockout;

(b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

provided that this extension does not cover:

(a) loss or damage occurring in the Republic of South Africa and Namibia

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

BUSINESS ALL RISKS SECTION

Defined events

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

Specific exceptions

The company shall not be liable for

1. loss of or damage to property resulting from or caused by

(a) theft or break in from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit;

(b) its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;

(c) inherent vice or defect, vermin, insects, damp, mildew or rust;

(d) the dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others;

(e) permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;

3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;

4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instrument, title deeds, manuscripts or securities of any kind;

5. loss of or damage to goods consigned under a bill of lading.

Specific conditions

Average

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the sum insured thereon, the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.

Replacement value condition (if stated in the schedule to be included)

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

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

or

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

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

Specific extensions

Increase in cost of working extension (if stated in the schedule to be included)

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

Riot and strike extension (if stated in the schedule to be included)

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

(a) civil commotion, labour disturbances, riot, strike or lockout;

(b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

provided that this extension does not cover

(a) loss or damage occurring in the Republic of South Africa or Namibia;

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(e) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

(f)

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.

ACCIDENTAL DAMAGE SECTION

Defined events (i)

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

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

Specific exceptions

The company shall not be liable for

(a) any peril excluded or circumstance precluded from any other insurance available from the company at inception hereof or for any excess payable by the insured under such insurance, or for any reduction of amount payable under any claim due to the application of average

(b) more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection

(c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(d) unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information

(e) loss of or damage to insured property caused by

- (i) any fraudulent scheme, trick, device or false pretence practiced on the insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the insured
- (ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus
- (iii) breakdown, electrical, electronic, computer and/or mechanical derangement
- (iv) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon
- (v) fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear
- (vi) denting, chipping, scratching or cracking not affecting the operation of the item
- (vii) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic condition, the action of light
- (viii) power surge, spikes or fluctuations in an electrical circuit.

(f) settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property

(g) (i) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container

- (ii) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes

(h) failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant

(i) collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

Definition

Insured property

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

(a) current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers and other certificates, documents or instruments of a negotiable nature

(b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art

(c) property in transit by air, inland waterway or sea

(d) railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers

(e) standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives

(f) electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain

(g) property in the course of construction, erection or dismantling including materials or supplies related thereto

(h) property in the possession of customers under lease, rental, credit or suspensive sale agreements

(i) glass, china, earthenware, marble and other fragile or brittle objects unless stated in the schedule to be insured.

Defined events (ii) (if stated in the schedule to be included)

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

Clauses and extension

Restricted cover clause

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

Additional costs clause

In respect of buildings, plant and machinery insured, the sum insured includes

(a) any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event, provided that such costs do not include
  (i) anything for which notice had been served on the insured prior to the insured event
  (ii) anything connected with undamaged property or undamaged portions of property
  (iii) rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property

(b) fees for the examination of municipal or other plans

(c) costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding

(d) the professional fees of architects, quantity surveyors and other consultants and the sum insured on all insured property includes

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

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

(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

(ii) arising from pollution or contamination of property not insured by this policy/section.

Mortgagees clause

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

Railway and other subrogation clause

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

Tenant's clause

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

Memoranda

1. **Average (if stated in the schedule to be included)**

   If, on the occurrence of an insured event, the value of the insured property is greater than the sum insured thereon the insured shall be considered his own insurer for the difference and shall bear a rateable portion of the loss accordingly.

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

2. **Excluded property (if stated in the schedule to be included)**

   The property listed in the schedule is added to the excluded property in the definition of insured property.

3. **Reinstatement (if stated in the schedule to be included)**

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

   (a) the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section shall be made

(b) the company shall not be liable for any payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section, until expenditure has been incurred by the insured in replacing or reinstating the lost or damaged insured property

(c) if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the insured shall be considered his own insurer for the difference and shall bear a rateable share of the loss accordingly. Each item, if more than one, to which this memorandum applies shall be separately subject to this provision

(d) This memorandum shall apply if

(i) the insured fail to intimate to the company within six months of the event or such further time as the company may allow in writing their intention to replace or reinstate the lost or damaged insured property

(ii) the insured are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

4. First loss average (if stated in the schedule to be included)

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

RENASA
INSURANCE COMPANY LIMITED

PUBLIC LIABILITY (CLAIMS MADE) SECTION

Defined events

Damages which the insured shall become legally liable to pay consequent upon injury to any person or damage to property 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.

The limits of indemnity

The amount payable, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.

Definitions

For the purpose of this policy, wherever they appear, the words or terms below shall be interpreted as follows:-

1. **Business** is defined in the schedule, but also includes all organisations or functions operated for the benefit of the insured's employees or visitors or for the protection or promotion of the insured's activities.
2. **Damage** means loss of possession or control of or damage to tangible property, conversion, trespass, nuisance or interference with servitude or right of access or wrongful interference with the enjoyment of rights over tangible property or other infringement of real or personal rights to the use of property.
3. **Employee** means any person employed by the insured under a contract of service or apprenticeship
4. **Injury** means death bodily injury. injury, illness (mental or physical), disease, false imprisonment or arrest of/or to any person.
5. **Malicious** shall mean malicious legal proceedings, malicious falsehood, defamation, unfair competition or infringement of copyright, title, slogan or idea
6. **Negligent Advice** means incorrect or inadequate advice or information of a technical nature given in the promotion of the insured's products or services but not where such advice or information:
   (a) is given in exchange for a fee or similar consideration, or
   (b) is an essential part of a revenue earning activity of the insured.
7. **Period of insurance means** 12 consecutive months from inception of the policy or period until the renewal or anniversary date shown on the schedule**.**
8. **Pollution** means the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid, gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water-course or body of water or the generation of smells, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory phenomena, but not fire or explosion.
9. **Product** means any tangible property including labels and/or containers 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 but not food and drink provided mainly to the insured's employees as a staff benefit.
10. **Territorial Limits** means anywhere in the world but not in connection with any judgement, award, payment 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.
11. **Vehicle** means any land vehicle or trailer (including any machinery or apparatus attached thereto) whether or not subject to vehicle registration or whether or not self-propelled including locomotives and rolling stock but does not mean pedal cycles, lawnmowers and/or pedestrian controlled garden equipment.
12. **Watercraft** means any craft other than non-motorised watercraft less than 6 meters in length and used on inland waterways only.
13. **Economic loss means** an economic loss unaccompanied by physical damage to property or personal injury caused by the wrongful conduct of another

Specific exceptions

The company will not indemnify the insured in respect of

1. Employees

liability consequent upon injury to any employee and arising from and in the course of such employment by the insured

2. Property

damage to

(a) (i) property belonging to the insured
(ii) property in the custody or control of the insured or any employee of the insured
(b) that part of any property on which the insured is or has been working if such damage results directly from such work

3. Professional Advice

liability consequent upon injury or damage caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the insured

4. Vehicles, watercraft, locomotives

liability consequent upon or caused by or through or in connection with the ownership, possession or use by or on behalf of the insured of any vehicle or watercraft provided that this exception shall not relieve the company of liability to indemnify the insured in respect of liability consequent upon injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy

5. Aircraft

liability consequent upon or caused by or through or in connection with

(i) the refuelling of aircraft

(ii) the ownership, possession, maintenance, operation or use of aircraft or an airline

(iii) the ownership, hire or leasing of any airport, airstrip or helicopter pad

6. Products

liability consequent upon or caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by the insured other than food and drink supplied incidentally for consumption on the premises

7. Defective Workmanship

liability consequent upon or caused by defective workmanship

8. Vibration and removal of support

liability consequent upon or damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure

9. Agreement

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

10. Pollution

(a) liability in respect of injury or damage directly or indirectly caused by pollution or contamination, provided always that this exception shall not apply where such pollution or contamination is caused by a sudden, unintended and unforeseen occurrence

(b) the cost of removing, nullifying or cleaning up polluting or contaminating substances unless the pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.

11. Fines, penalties, punitive, exemplary or vindictive damage

fines, penalties, punitive, exemplary or vindictive damages

12. USA and Canada judgements, awards or settlements

(a) damages in respect of any judgement, award, payment 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

(b) costs and expenses of litigation recovered by any claimant from the insured which are incurred in and recoverable in the area described in 12(a) above

13. Known events

any claim arising from an event known to the insured

(a) which is not reported to the company in terms of General condition 6

(b) prior to inception of this section

14. Cancellation or non-renewal

any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within the 48-month period (or extended period in respect of minors) as specified in specific condition 2

15. First amount payable

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 original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by the insured.

16. Deliberate or intentional act

liability consequent upon injury or damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim.

17. Unlawful competition

any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act 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.

18. Economic loss

any economic loss where the loss or damage is not covered under defined events.

Memorandum

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

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

Specific conditions

1. Claims made

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. Reporting

In the event of cancellation or non-renewal of the policy,

(a) any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant

(b) the insured may report an event in terms of General condition 6 to the company for up to 15 days after cancellation or non-renewal, provided

(i) such event occurred during the period of insurance

(ii) any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48-month period specified in 2(a) above.

3. Claims from one originating cause

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

(a) on the date that the event was reported by the insured in terms of General condition 6

or

(b) if the insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the insured.

4. Continuous exposure

In the event of injury or damage arising from continuous or continual inhalation, ingestion or application of any substance where the insured and the company cannot agree when the injury or damage occurred then;

(a) injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury

(b) damage shall be deemed to have occurred when it first became evident that the claimant, even if the cause was unknown.

Extensions

1. Extended reporting option

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

provided that

(a) this option may only be exercised in the event of the company cancelling or refusing to renew this section

(b) this option must be exercised by the insured in writing within 30 days of cancellation or non-renewal

(c) once exercised, the option cannot be cancelled by either the insured or the company

(d) the insured has not obtained insurance equal in scope and cover to this section as expiring

(e) the company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal

(f) claims first made against the insured or any reported 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

(g) the total amount payable by the company for claims made or reported events during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal

(h) any claim made, following a reported event during the extended reporting period, which is first made against the insured in writing more than 48 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this extension.

2. Additional insured

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

(a) in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured

(b) 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

(c) to the extent required by the conditions of any contract (and notwithstanding Specific exception 5), 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

(d) 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,

(i) any officer or member thereof

(ii) any visiting sports team or member thereof

provided that

(a) the aggregate liability of the company is not increased beyond the limits of indemnity stated in the schedule

(b) any person or organisation to which this extension applies is not entitled to indemnity under any other policy

(c) the indemnity under (a), (b) and (c) applies only in respect of liability for which the insured would have been entitled to indemnity if the claim had been made against the insured.

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

3. Security firms

Notwithstanding specific exception 5, if in terms of a contract with a security firm engaged to protect the insured's property in the course of the business of the insured stated in the schedule or persons, the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this section includes such legal liability to the extent that indemnity would have been granted under this section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule.

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

4. 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.

5. Tool of trade

Specific exception 4 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.

6. Employees' and visitors' property

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

7. Liability by agreement

Notwithstanding the provisions of specific exceptions 2(a)(ii), 4 and 9, this section extends to indemnify the insured

(a) 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

(b) against liability arising from loss of or damage to property belonging to Transnet while in the insured's custody or control

(c) 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.

8. Unattached trailers

Specific exception 4 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

(a) 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

(b) as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

9. Emergency medical expenses

The company will indemnify the insured for all reasonable expenses incurred by the insured for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the insured in terms of this section.

10. Car parks

Notwithstanding the provisions of specific exception 2(a)(ii), the company will indemnify the insured in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and accessories, the property of tenants, customers, visitors or employees of the insured using parking facilities provided by the insured.

11. Tenant's liability

Specific exceptions 2(a)(ii) and 4 of this section shall not apply to premises occupied by the insured as tenant (but not as the owner) thereof.

12. Products liability and Defective workmanship (If stated in the schedule to be covered)

Notwithstanding anything to the contrary contained in specific exception 6 and 7, the company will indemnify the insured against claims for injury or damage arising within the territorial limits out of or in connection with any product.

Additional Specific Exceptions

This Extension does not cover the cost;

(a) incurred in the repair, reconditioning, modification or replacement of any product or part thereof which is or is alleged to be defective

(b) arising out of the recall of any product of any part thereof

(c) arising out of the failure of any product or part thereof to fulfill its intended function or to perform as specified, warranted or guaranteed unless such failure shall result in injury and/or damage

(d) arising out of any product which with the insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft

(e) arising out of negligent advice

(f) of rectifying or recalling defective work

(g) arising from inefficacy of defective work or because the work did not produce the result anticipated or claimed

(h) arising prior to the handing over of such work

(i) notwithstanding anything contained in Specific Exception 2(a)(ii) for the purposes this exclusion premises/fixed property which is temporarily occupied by the insured for work therein or thereon (or the contents thereof) shall not be regarded as property in the custody or control of the insured or any employee of the insured [but no indemnity is granted for damage to the part of the property on which the insured is working and which arises out of such work]

(j) arising from any work on any aircraft or part thereof

(k) loss of use of any goods or products or part thereof.

of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products

in respect of 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.

The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

13. Legal defence costs (if stated in the schedule to be included)

If the insured so requests, the company will indemnify any employee, partner or director of the insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of such person with the consent of the company in the defence of any criminal action brought against such person in the course of his occupation with the insured arising from an alleged contravention of The Statutes as herein defined during the period of insurance

provided that

(a) 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

(b) 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

(c) such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.

The Statutes

The Occupational Health and Safety Act No. 85 of 1993 (as amended),
The Mines and Works Act No. 27 of 1956 (as amended),
The Electricity Act No. 41 of 1987 (as amended),

and/or any other Act or Ordinance pertaining to the supply of Electricity
all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

14. Wrongful arrest and defamation (if stated in the schedule to be included)

The defined events are extended to include damages

(a) resulting from wrongful arrest (including assault in connection with such wrongful arrest)

(b) in respect of defamation

provided always that the limits of indemnity as stated shall not exceed R5O OOO under each of (i) and (ii) and R100 000 in any one (annual) period of insurance.

15. EU Liability (if stated in the schedule to be included)

Subject otherwise to the terms and conditions and limitations, the following changes are made to this section of the policy in respect of "injury" or "damage" (as insured by the products liability extension) which results from goods or products exported to any European Union (EU) country or any European Free Trade Association (EFTA) country.

(a) Specific exceptions 12(a) and 12(b) shall not apply to damages or costs and expenses of litigation recovered by any claimant in respect of judgements delivered in the first instance in courts of the EU or EFTA

(b) In respect of these goods or products (other than raw materials), the insured shall

(i) implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner

(ii) note and maintain a record of the date on which the actual goods or products were first put into circulation.
The information mentioned in 2, together This record shall be maintained so as to provide the required detail for a minimum period of 10 years after the goods or products were first put into circulation.

(c) with all supporting documentation, shall be made available to the company or their nominee at any time on request.

(d) In respect of this indemnity, the insured shall be responsible for the first amount payable shown in the schedule for this extension.

The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

16. Acquisitions and New business

The indemnity granted by this policy extends to any company formed and/or acquired by the insured during the period of insurance for a period of 30 days of such formation or acquisition.

Provided that:-

(a) The retroactive date in respect of such new company shall be deemed to be the date of formation or the date when a newly acquired company first purchased liability insurance of the type hereby insured on a "claims made" basis subject to a declaration that the newly acquired company's previous management do not know of, are not aware of reported claims or know of circumstances likely to give rise to a claim on or after date of acquisition in the event of no such declaration the retroactive date shall be the date of acquisition.

(b) The insured's business activities remain unchanged to that declared.

(c) 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 at inception hereof.

(d) The insured shall advise the company of such formation and/or acquisition before the expiry of 30 (thirty) days thereof and the company reserves the right to amend the terms of this insurance accordingly.

(e) The company shall not be responsible for any costs and claims for pending claims or litigation in respect of such new company.

RENASA
INSURANCE COMPANY LIMITED

EMPLOYERS LIABILITY SECTION

Defined events

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

The limit of indemnity

The amount payable, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other costs and expenses incurred with the company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.

Territorial limits

Anywhere in the world but not in connection with

(a) any business carried on by the insured at or from premises outside

or

(b) any contract for the performance of work outside

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

Specific exceptions

This section does not cover

(a) liability assumed by the insured under any contract, undertaking or agreement where such liability would not have attached to the insured in the absence of such contract, undertaking or agreement

(b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event

(c) fines, penalties, punitive, exemplary or vindictive damages

(i) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland

(ii) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in (d) (i) above

(d) any claim arising from an event known to the insured

(i) which is not reported to the company in terms of General condition 6

(ii) prior to inception of this section

(e) Any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within the 48 month period (or extended period in respect of minors) as specified in Specific condition 2

(f) injury or damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim

(g) 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
   (a) any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant
   (b) the insured may report an event in terms of General condition 6 to the company for up to 15 days after cancellation or non-renewal, provided that
      (i) such event occurred during the period of insurance
      (ii) any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 month period specified in 2(a) above.

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

   (a) on the date that the event was reported by the insured in terms of General condition 6

or

   (b) if the insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the insured.

Extensions

Extended reporting option

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

provided that

(a) this option may only be excised in the event of the company cancelling or refusing to renew this section

(b) this option must be exercised by the insured in writing within 30 days of cancellation or non-renewal

(c) once exercised, the option cannot be cancelled by either the insured or the company

(d) the insured has not obtained insurance equal in scope and cover to this section as expiring

(e) the company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal

(f) claims first made against the insured or any reported events by the insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal

(g) the total amount payable by the company for claims made or reported during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal

(h) any claim made, following a reported event during the extended reporting period, which is first made against the insured in writing more than 48 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

Principals

Where a principal and the insured are liable for the same damages and where any contract or agreement between a principal and the insured so requires, the company will, notwithstanding the aforementioned Specific exception (a) above, indemnify the principal in like manner to the insured but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from the negligence of the insured or the insured's employees

provided that

(a) in the event of a claim in terms of this extension, the insured shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in the company

(b) the principal shall, as though he were the insured fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this policy in so far as they can apply

(c) the liability of the company is not hereby increased.

Memorandum

In respect of this section only, General Exception1 is deleted and replaced by the following:

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

RENASA
INSURANCE COMPANY LIMITED

STATED BENEFITS SECTION

Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the insured (hereinafter in this section referred to as such person) specified in the schedule.

The company will pay the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

Definitions

Permanent disability shall mean		**Percentage of compensation**
(a)	loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b)	permanent and total loss of	
	whole eye	100
	sight of eye	100
	sight of eye except perception of light	75
(c)	permanent and total loss of hearing	
	both ears	100
	one ear	25
(d)	permanent and total loss of speech	100
(e)	injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
(f)	loss of four fingers	70
(g)	loss of thumb	
	both phalanges	25
	one phalanx	10
(h)	loss of index finger	
	three phalanges	10
	two phalanges	8
	one phalanx	4
(i)	loss of middle finger	
	three phalanxes	6
	two phalanxes	4
	one phalanx	2
(j)	loss of ring finger	
	three phalange	5
	two phalanges	4
	one phalanx	2
(k)	loss of little finger	
	three phalange	4
	two phalange	3

	one phalanx	2
(l)	loss of metacarpals	
	first or second (additional}	3
	third, fourth or fifth (additional	2
(m)	loss of toes	
	all on one foot	30
	great, both phalanges	5
	great, one phalanx	2
	other than great, if more than one toe lost, each	2

Memoranda

(a) Where the injury is not specified, the company will pay such sum, as in their opinion, is consistent with the above provisions.

(b) Permanent total loss of use of part of body shall be treated as loss of such part.

(c) 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

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

Medical expenses shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

Annual earnings shall mean the annual rate of wage, salary and costs of living allowance being paid or allowed by the insured to such person at the time of accidental bodily injury, plus overtime, house rents, food allowances, commissions and other considerations of a constant character paid or allowed by the insured to such person during the 12 months immediately preceding the date of accidental bodily injury.

Average weekly earnings shall mean one fifty-second part of annual earnings.

Business limitations (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

Provisos

It is declared and agreed that

the company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses;

1. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
2. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age;
3. any compensation payable by the company for any period of temporary total disability or for medical expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation enactment for temporary disability for the same or a lesser period or in respect of medical expenses;
4. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the company so to do, submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
5. General conditions 2 and 9 do not apply to this section;
6. in respect of this section only, General Exception1 is deleted and replaced by the following:

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

Extensions

1. Exposure

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

2. Disappearance

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

3. Burns disfigurement (if stated in the schedule to be included)

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

	Percentage of compensation
(i) permanent disfigurement resulting from accidental external burns to the combined surface area of the face and neck	
100% surface area disfigurement	50%
less than 100% surface area disfigurement	The proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement
(ii) remaining parts of the body other than the face and neck	
100% surface area disfigurement	25%
less than 100% surface area disfigurement	The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement.

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

4. Life support machinery

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

Specific exceptions

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

(a) while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;

(b) by his suicide or intentional self-injury;

(c) caused solely by an existing physical defect or other infirmity of such person

(d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);

(e) as a result of his participation in any riot, civil commotion or terrorism;

(f) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof;

(g) while he is, or as a result of his, engaging in

  (i) motor cycling, quad bike or motor tricycling (whether as a driver or passenger) other than on the business of the insured

  (ii) racing of any kind involving the use of any power driven

    a. vehicle

    b. vessel

    c. craft

  (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.

RENASA
INSURANCE COMPANY LIMITED

GROUP PERSONAL ACCIDENT SECTION

Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the insured (hereinafter in this section referred to as such person) specified in the schedule.

The company will pay the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

Definitions

Permanent disability shall mean		**Percentage of compensation**
(a)	loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b)	permanent and total loss of	
	whole eye	100
	sight of eye	100
	sight of eye except perception of light	75
(c)	permanent and total loss of hearing	
	both ears	100
	one ear	25
(d)	permanent and total loss of speech	100
(e)	injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
(f)	loss of four fingers	70
(g)	loss of thumb	
	both phalanges	25
	one phalanx	10
(h)	loss of index finger	
	three phalange	10
	two phalange	8
	one phalanx	4
(i)	loss of middle finger	
	three phalang	6
	two phalang	4
	one phalanx	2
(j)	loss of ring finger	
	three phalanges	5
	two phalange	4
	one phalanx	2
(k)	loss of little finger	
	three phalanges	4
	two phalan	3

	one phalanx	2
(l)	loss of metacarpals	
	first or second (additional)	3
	third, fourth or fifth (additional)	2
(m)	loss of toes	
	all on one fo	30
	great, both phalanges	5
	great, one phalanx	2
	other than great, if more than one toe lost, each	2

Memoranda

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

(a) Permanent total loss of use of part of the body shall be treated as loss of such part

(b) 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

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

Medical expenses shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

Business limitation (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

Provisos

It is declared and agreed that

the company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses;

1. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
2. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age;
3. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the company so to do, submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
4. General conditions 2 and 9 do not apply to this section;
5. in respect of this section only, General Exception1 is deleted and replaced by the following:

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

Extensions

1. Exposure

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

2. Disappearance

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

3. Burns disfigurement (if stated in the schedule to be included)

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

	Percentage of compensation
permanent disfigurement resulting from accidental external burns to the combined surface area of the	
(i) face and neck	
100% surface area disfigurement	50%
less than 100% surface area disfigurement	The proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement.
(ii) remaining parts of the body other than the face and neck	
100% surface area disfigurement	25%
less than 100% surface area disfigurement	The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement.

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

4. Life support machinery

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

Specific exceptions

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

(a) while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;

(b) by his suicide or intentional self-injury;

(c) caused solely by an existing physical defect or other infirmity of such person;

(d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);

(e) as a result of his participation in any riot, civil commotion or terrorism;

(f) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof;

(g) while he is, or as a result of his, engaging in

(i) motor cycling, quad bikes or motor tricycling (whether as a driver or passenger) other than on the business of the insured

(ii) racing of any kind involving the use of any power driven

(a) vehicle

(b) vessel

(c) craft

(iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.

RENASA
INSURANCE COMPANY LIMITED

MOTOR SECTION

Sub-section A Loss or damage

Defined events

Loss or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the company will pay the reasonable cost of removal to the nearest repairers and protection, towing and storage of the vehicle after an accident. The insured may give instructions for repairs to be executed without the prior consent of the company to the extent of but not exceeding R5 000, provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the insured in the Republic of South Africa.

Provided that

the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage, but shall not exceed the **reasonable retail value** of the vehicle and its accessories and spare parts at the time of such loss or damage

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

Exceptions to Sub-section A

The Company shall not be liable to pay for;

consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages

damage to tyres and rims by application of brakes or by road punctures, cuts, bursts or cracks caused by obstacles and/or the inequalities of road surfaces or impact with such obstacles and/or inequalities of the road surfaces

damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities

more than 5% of the limit of indemnity of the vehicle listed in the schedule less the first amount payable for any type of radio or other type of sound reproduction equipment other than radio and sound equipment installed by the manufacturer when new. If a radio or sound equipment is specified in the schedule the value shown will be the maximum payable

Sub-section B Liability to third parties

Defined events

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

death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured

damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by, loaded onto or unloaded from such vehicle.

The company will also, in terms of and subject to the limitations of and for the purposes of this sub-section,

pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B

1. indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that

(a) such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply

(b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer

(c) indemnity shall not apply in respect of claims made by any member of the same household as such person

(d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder

indemnify the insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided the company shall not be liable for damage to the vehicle being driven or used

indemnify the insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

Exceptions to sub-section B

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

(a) so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected

(b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition 2 Vehicle (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1500kg)

(c) liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

(d) injury or damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim

Limits of indemnity

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

Sub-section C Medical Expenses

Defined events

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the company will pay to the insured the medical expenses incurred as a result of such injury up to R5 000 per injured occupant but not exceeding R20 000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

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

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

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

Definitions

1. Occurrence

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

2. Vehicle

The term vehicle shall mean

(a) private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 9 persons including the driver)

(b) commercial vehicles and special type vehicles as described in the schedule

(c) motor cycles (including motor scooters and 3-wheeled vehicles)

(d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver)

(e) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto

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

Extensions

3. Contingent liability extension (if stated in the schedule to be included)

The indemnity under sub-section B includes claims made against

(a) the insured in the event of an injury or damage arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the insured, while being used by any partner or director or employee of the insured (hereinafter in this extension referred to as such person)

(b) any such person in the event of an injury or damage arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer

provided that

(i) all the words in (b) of the exceptions to sub-section B are deleted

(ii) the company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above

(iii) the payment by the insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension

(iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy

(v) the terms exceptions and conditions of the policy shall otherwise apply

(vi) injury or damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim.

4. Passenger liability extension (if stated in the schedule to be included)

Exception (b) to sub-section B shall not apply to vehicles described in definition 2(b), other than special types, or in definitions 2(c), 2(d) or 2(e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

5. Unauthorised passenger liability extension (if stated in the schedule to be included)

The indemnity under sub-section B, notwithstanding exception (b) thereto, extends to cover the insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

6. Parking facilities and movement of third-party vehicles extension (if stated in the schedule to be included)

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

(a) with the authority of any tenant, customer or visitor of the insured or

(b) in connection with the insured's parking arrangements or

(c) to facilitate the carrying out of the insured's business,

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

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

7. Waiver of subrogation rights

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

8. Principals

Notwithstanding specific exception 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the insured for the purposes of the business, provided that the liability of the company shall not exceed the limit of indemnity stated in the schedule.

9. Cross liabilities

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

10. Riot and strike extension (if stated in the schedule to be included)

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

(a) civil commotion, labour disturbances, riot, strike or lockout;

(b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

provided that this extension does not cover:

(c) loss or damage occurring in the Republic of South Africa and Namibia;

(d) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

(e) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

(f) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(g) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

11. Loss of keys extension (if stated in the schedule to be included)

The company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that

(a) the company's liability shall not exceed, in respect of any one event, the amount stated in the schedule

(b) such amount shall be reduced by the first amount payable stated in the schedule.

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

12. Fire extinguishing charges extension

Any costs (not exceeding R5 000) relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

13. Wreckage removal extension (if stated in the schedule to be included)

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by the insured in respect of the clearing up and removal (excluding the removal, towing and storage referred to in Defined Events) of debris and wreckage of any insured vehicle (other than that part of the vehicle which has a salvage value) following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under sub-section A of this section, the limit of the company's liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the schedule to apply to this extension.

14. Credit shortfall extension (if stated in the schedule to be included)

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less:

(a) any arrears instalments or rentals including interest payable on such arrears

(b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle

(c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled

(d) the first amount payable under sub-section A

provided always that

(e) the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A

(f) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment

(g) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

Memoranda

1. Premium adjustment clause

If this section is issued on a non-specified vehicle basis, the insured shall submit to the company at the end of each period of twelve (12) consecutive months from the inception date or anniversary date a declaration of the total number of vehicles owned, hired or leased at such expiry date. The company shall, upon receipt of this declaration, make a premium adjustment of 50% of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

2. War clause

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

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

3. Description of use clause

Use for social domestic and pleasure purposes and use for the business or occupation of the insured

excluding

hiring, carriage of passengers for hire or carriage of fare paying passengers, racing speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

Optional limitations

Third party only limitation (if stated in the schedule to be applicable)

Sub-sections A and C and the No-Claim Rebate provisions are cancelled.

Third party, fire and theft only limitation (if stated in the schedule to be applicable)

The liability of the company under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, sub-section C and the No-Claim Rebate provisions are cancelled.

Specific exceptions

1. The company shall not be liable for any accident, injury, loss, damage or liability
    - (a) whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with the description of use clause
    - (b) incurred outside the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, and Zimbabwe but the company will indemnify the insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit
    - (c) incurred while any vehicle is being driven by
        - (i) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle
        - (ii) any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such vehicle
        - (iii) or is under the control for the purpose of being driven by a person who does not hold a current valid Professional Drivers Permit (PrDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act 1998 (as amended) – {Regulation 251 (1)}.

    This exception applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of

    - (i) goods vehicles with a GVM exceeding 3,500kg
    - (ii) breakdown vehicles
    - (iii) buses
    - (iv) mini-buses with a GVM exceeding 3,500kg or with 10 or more seats (including the driver)
    - (v) motor vehicles conveying persons for reward
    - (vi) motor vehicles conveying more than 9 persons

    but this shall not apply if the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the company that, in normal course of his business, procedure are in operation to ensure that only licensed drivers are permitted to drive inured vehicles provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific exception (b), or while such driver is learning to drive and is complying with the laws relating to learner drivers.

2. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.

Specific condition

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

COMPUTER EQUIPMENT SECTION

Sub-section A: Material damage

Defined events

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

(a) at work or at rest anywhere within that part of the building occupied by the insured at the insured premises as described in the schedule

(b) in transit including loading and unloading or whilst temporarily stored at any premises on route

(c) temporarily removed from that part of the building occupied by the insured at the insured premises described in the schedule to any other building.

(d) laptops, notebooks and tablets are covered on a worldwide basis.

Exceptions to sub-section A

The company will not be liable to indemnify the insured irrespective of the original cause in respect of

the first amount payable as stated in the schedule in respect of sub-section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured

derangement unless accompanied by physical damage otherwise covered by this section

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

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

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

parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this sub-section to other parts of the property insured, the company shall indemnify the insured for the residual value prior to the loss of such exchangeable parts

the cost of reproducing data and/or programs whether recorded on cards, tapes, discs or otherwise unless specifically provided for in sub-section B hereof

loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein

(a) loss by theft or by disappearance of the property insured unless accompanied by forcible and violent entry to or exit or any attempt thereat from that part of the buildings occupied by the insured at the insured premises described in the schedule or as a result of theft or any attempt thereat, following violence or threat of violence

(b) loss of the property insured by theft during transit or whilst temporarily removed from the insured premises unless identifiable by the insured with a specific incident which has been immediately reported to the police and the company.

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

(a) left in the motor vehicle overnight unless the vehicle is housed in a securely locked building and entry to such vehicle or building is accompanied by forcible and violent entry or exit

(b) contained in a compartment of the motor vehicle and is visible to passers-by

provided that

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

has been hijacked or

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

Digital cameras and cellular phones [to be insured under Business All Risks]

Basis of indemnification

The indemnity by this sub-section subject always to the sums insured contained in the schedule or any specific limit of liability contained in this sub-section, shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and value added tax.

1. Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order, provided that

(a) the value of damaged parts which can be used will be deducted

(b) the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this sub-section

(c) if, without the consent of the company, temporary repairs are carried out by the insured in the interests of safety or to 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

(d) 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 sum insured.

2. Total loss

(A) In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating on the same site new property of equal performance and/or capacity or, if such be impossible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged

Provided always that

(i) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured, subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made

(ii) until expenditure has been incurred by the insured in replacing or reinstating the property insured, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein

(iii) these conditions shall be without force or effect if

(a) the insured fail 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

(b) the insured is unable or unwilling to replace or reinstate the property insured on the same or another site

(iv) at the sole option of the company, following commercial and technical appraisal by a representative of the company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this section.

3. Definition of new property insured

New property shall mean property purchased no more than seven (7) years (or such extended period as may be approved by the company in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age or the property insured.

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

4. Definition of market value

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

(i) 20% (twenty percent) for the first year after the date of purchase

and

(ii) 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.

Average

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

Limit of liability

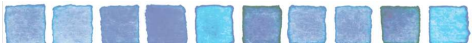
The amount of liability shall not exceed, in respect of any of the items specified in the schedule, the sums insured set opposite thereto respectively and, in addition thereto, the following:

(a) Architects' and other professional fees

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

(b) Clearance costs

Costs necessarily and reasonably incurred by the insured in respect of demolition or dismantling of property and/or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such property, provided that the total amount recoverable does not exceed 15% of the total amount of the claim.



(c) Express delivery and overtime

Extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the insured for effecting repairs or replacement approved by the company, limited to 50% of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Clauses and extensions

Power surge or lightning strikes

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

Fire brigade charges

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

Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of the insured (where the insured owns the building) or another tenant or the owner of the building (where the insured is a tenant) provided that the insured notifies the company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

Hire purchase/finance agreements

Where the company has knowledge of the property insured or any individual item thereof being the subject of a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of loss or damage indemnifiable by this sub-section of the policy.

Sub-section B: Consequential loss

Defined events

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

Increased cost of working

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

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

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

(a) the cover provided for in item (ii) of this sub-section

(b) the intrinsic value (including reinstatement value) of the property insured by sub-section A of this section.

Reinstatement of data/programs

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

provided that

(a) the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or in the inadvertent cancellation or corruption of data and/or programs

(b) in respect of each and every event or series of events arising out of in connection with any one original cause or source indemnifiable by this item, the insured shall bear the amount stated in the schedule as the first amount payable

(c) where the insured elects to insure programs (software), a schedule of such programs shall be lodged with the company at the commencement of each period of insurance.

Definitions

Indemnity period

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

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

Accident

(Applicable to increased cost of working only) Physical loss of or damage to the property insured described in the schedule from any cause as provided for under sub-section A of this section, liability under which sub-section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.

Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than

(a) the deliberate act of the insured or any supply authority

(b) drought or shortage of fuel at any electricity utility.

Special conditions applicable to failure of the public supply of electricity

(a) The liability of the company shall not exceed the sum insured by this sub-section.

(b) The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

The limit of liability

The liability of the company shall not exceed the amounts specified in the schedule (relating to sub-section B) in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the company of any sum or sums in discharge of the company's liability in terms of this sub-section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

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

Specific exceptions to sub-section B

Unless specifically provided for

Fines and penalties

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

Loss of profit

the company shall not be liable to indemnify the insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

Clauses and extensions

Reinstatement

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

(a) the insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time, or

(b) addition, alteration or improvements being effected to the property insured on the occasion of its repair,

the company's liability under this section shall be related solely to the business interruption which would have arisen in the absence of (a) and (b).

Telkom access lines (if stated in the schedule to be included)

Subject to the limits specified in the schedule, consequential loss as provided for under defined event (i) and (ii) of sub-section B arising from accidental failure of the Telkom access lines is included, provided always that the insurance under this extension shall be subject to the special conditions below.

Special conditions applicable to Telkom access lines

(a) The liability of the company shall not exceed the sum insured by this sub-section.

(b) The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

(c) The insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.

General memoranda

Memo 1 – Capital additions and currency fluctuations

The indemnity by this section shall include

(a) additional equipment or programs purchased by the insured of a similar nature to that specified in the schedule, provided that, in respect of loss or damage due to electrical, mechanical or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the insured's premises

(b) provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured

provided that the increase shall not exceed, by more than 25%, the total sum insured for sub-section A specified in the schedule, it being agreed that the insured will advise the company of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% of the difference.

Memo 2 – Prevention of access

If, during the indemnity period, the business at the premises be interrupted or interfered with in consequence of the insured being prevented from having access to the property insured situated at the premises caused by damage to property within a 10km radius of the insured premises as described in the schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, the company shall indemnify the insured for loss resulting from such interruption or interference in accordance with provisions contained herein

provided that

(a) the insured is not entitled to indemnity as provided for in this extension under any other policy or section of this policy

(b) this section shall not be brought into contribution with any other policy or section of this policy bearing a like extension.

Memo 3 – Territorial Limits

The Territorial Limits in respect of **laptops, note/palm top computers as well as other portable equipment** temporarily located outside of the premises specified in the policy shall be deemed to **be worldwide.**

Special exception (sub-section A & B)

Viruses, Trojans and worms

The company shall not indemnify the insured for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

General extension

Incompatibility cover (if stated in the schedule to be included)

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

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

(b) replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system

(c) the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

(d) provided always that

(e) the costs provided for in (a), (b) and (c) above shall be necessarily and reasonably incurred to maintain normal working conditions

(f) such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of sub-sections A or B (item ii) of this section

(g) the cover afforded hereunder shall be restricted to

parts or components of the electronic system which are not indemnifiable under sub-section A hereof

programs or data reinstated not indemnifiable under item (ii) of sub-section B hereof;

(h) the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to twenty percent (20%) of the applicable total sum insured under sub-section A (The limit of indemnity) and sub-section B (item ii)) or R25 000, whichever is the lesser.

Burglar alarm warranty (if stated in the schedule to be applicable)

(a) In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to the liability of the company and warranted that

(i) the burglar alarm installed at the premises shall be made fully operative whenever the protected building(s) is/are not open for business unless a principal, partner, director or employee of the insured is in the protected building(s).

(ii) unless specifically stated to the contrary, all buildings on the premises are protected by the alarm and it is further warranted that:

(b) where the alarm is an approved certified burglar alarm the company shall be entitled to request full information of the relevant arming and disarming log after the occurrence of a loss.

or

(a) where the installed alarm is not an approved certified burglar alarm

(i) the said alarm is to be a dual monitoring alarm where available (for the purpose of this requirement dual monitoring shall mean that after the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm)

(ii) if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available

(iii) the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a loss, the company will be entitled to request full information of the relevant log

(iv) such alarm shall be maintained in proper working order but the insured shall be deemed to have discharged their liability in this regard if they have maintained their obligations under a contract with the suppliers or servicing engineers of the alarm system.

Loss of or damage to the property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the insured is not covered unless such keys, keypad code or remote control have been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft or burglary.

RENASA
INSURANCE COMPANY LIMITED

MOTOR TRADERS INTERNAL RISK SECTION

Sub-section A Damage

Defined events

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

provided that:

1. the limit of indemnity for any such vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such damage but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such damage;
2. the company may at its own option repair reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the damage not exceeding the reasonable market value of such vehicle and/or its accessories and/or spare parts at the time of such damage;
3. if to the knowledge of the company the vehicle is the subject of a suspense sale or similar agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage;
4. in respect of each and every occurrence giving rise to a claim, under this sub-section, the insured shall be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs expenses and fees) and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith.

Exceptions to sub-section A

The company shall not be liable to pay for

1. consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
2. damage to tyres and rims (road wheels) by application of brakes or by road punctures cuts and/or bursts caused by obstacles and/or the inequalities of the road surfaces or impact with such obstacles and/or inequalities of the road surfaces
3. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.
4. more than 5% of the limit of indemnity of the vehicle listed in the schedule less the first Amount payable for any type of radio and other sound reproduction equipment other than radio and sound equipment installed by the manufacturer of the vehicle when new. If a radio or sound equipment is specified in the schedule the value shown against the radio or equipment shall be the maximum liability payable in the event of a claim;
5. damage to the engine unless some other part of the vehicle is damaged in an accident at the same time or unless such damage is caused by thieves or persons of malicious intent

Sub-Section B Liability to third parties

Defined events

Any injury or damage caused by or through or in connection with any vehicle or in connection with the loading and/or unloading of such vehicle against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

1. death of or bodily injury to any person but excluding death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment or being a member of the same household as the insured
2. damage to
   a) the vehicle and/or its accessories and spare parts whilst thereon held in trust by or in the custody or control of the insured other than a vehicle belonging to the insured or a member of the same household as the insured or an employee of the insured

property not being property belonging to nor held in trust by nor in the custody or control of the insured nor belonging to a member of the same household as the insured nor an employee of the insured occurring in or on the premises through the negligence of the insured or any person in the service of or acting on behalf of the insured or by or through any defect in the premises or in the ways works machinery or plant therein.

The company will also (in terms of and subject to the limitations of and for the purposes of this sub-section)

1. pay all costs and expenses incurred with their written consent and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided

that the total of the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B.

2. indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that
   (a) such person shall as though he were the insured observe fulfil and be subject to the terms exceptions and conditions of this insurance in so far as they can apply
   (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
   (c) indemnity shall not apply in respect of claims made by any member of the same household as such person
   (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.

Exceptions to sub-section B

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

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected.
2. death of or injury to any person being carried in or upon or entering or getting onto or alighting from any motor cycle motor scooter or side-car attached thereto, at the time of the occurrence of the event from which any claim arises
3. liability arising from the operation demonstration or use for purposes other than maintenance or repair of a vehicle (unless it is a fork lift truck) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.
4. damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim.

Limits of indemnity

Unless otherwise stated the liability of the company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

Definitions

1. Occurrence

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

2. Vehicle

The term vehicle shall mean

(a) a mechanically-propelled vehicle

(b) any vehicle attached to a vehicle described in (a) above for the purpose of being towed.

No claim rebate provisions

In the event of no claim being made or arising under this section during a period of insurance specified below immediately preceding the renewal of this policy the renewal premium will be subject to the No Claim Discount as follows:

Period of insurance	No Claim Discount
the preceding year	10%
the preceding two or more consecutive years	20%
otherwise than above no discount applies	

Should the company consent to a transfer of interest in this policy the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

Extensions

1. Work away from premises (if stated in the schedule to be included)

The premises as stated are extended to include any other premises at which the insured is performing work provided such premises are not under the insured's control.

2. Windscreen extension (if stated in the schedule to be included)

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

provided that

(a) no other damage has been caused to the vehicle giving rise to a claim under the policy

(b) the insured shall be responsible for the first amount payable stated in the schedule of each and every loss.

3. Cross liabilities

Where more than one insured is named in the schedule the company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies have been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

4. **Riot and strike extension (if stated in the schedule to be included)**

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

(a) civil commotion labour disturbances riot strike or lockout

(b) the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any occurrence referred to in (a) above

(c) Provided that this extension does not cover

(d) loss or damage occurring in the Republic of South Africa and Namibia

(e) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured

(f) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation

(g) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

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

Optional limitations - Third party only limitation (if stated in the schedule to be applicable)

Sub-section A, Defined event (b) (i) of sub-section B and the No Claim Rebate provisions are cancelled.

Specific exceptions applicable to Sub Section A: Damage, Sub section B: Liability to the third parties and Optional Limitations

1. The company shall not be liable for any accident injury loss damage or liability in respect of

(a) death injury or damage directly or indirectly caused by fire or explosion or by lightning provided that this exception shall not apply to any claim under Sub-section B (a) and (b) (ii) of this section arising from death injury or damage caused by fire or explosion resulting directly from the possession of a motor vehicle

(b) any consequence of theft or housebreaking or any attempt thereat

(c) damage to property sustained while it is being worked upon and directly resulting from such work

(d) any defective workmanship or any consequence thereof

(e) death injury or damage caused by or through any demolition of or structural alteration or addition to the premises or by or through the installation of equipment

(f) death injury or damage caused by or through or in connection with the use by the insured or any person in the service of or acting on behalf of the insured of power-drive cranes elevators lifts or hoists (having a lift exceeding 2 metres) other than cranes or elevators forming part of the vehicle

(g) death injury or damage resulting from the driving elsewhere than in or on the premises of the vehicle by the insured or any person in the service of or acting on behalf of the insured

(h) damage caused by weather conditions to the vehicle and/or its accessories or spare parts.

(i) damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim

2. The company shall not be liable for any accident injury loss damage or liability incurred while any vehicle is being driven by

(a) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle.

(b) any other person with the general consent of the insured who to the insured's knowledge is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or is not licensed to drive such vehicle

provided that any driver shall be deemed to be licensed to drive the vehicle if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or if a licence is not required by law or while such driver is learning to drive and is complying with the laws relating to learners.

3. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.

Specific condition

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

Premium adjustment clause

The first premium and all renewal premiums payable hereunder are based partly upon the area of the premises and partly upon the amount of wages salaries and other earnings paid to employees' principals and directors by the insured during each period of insurance. The name of every employee and the amount of wages salary and other earnings to which he is entitled which shall include the value of all house rent food or other consideration given in addition to wages shall be fully and accurately recorded in a proper book kept for the purpose. Where the insured is a private individual or partnership a minimum amount of R120 000 per annum shall be deemed to be earned by each principal. The insured shall at all times allow the company through any of its representatives to inspect such records and shall if required supply the company with a correct amount of all the wages salaries and other earnings (allowing in respect of each principal a minimum sum of R120 000) paid during any such period of insurance within one month of the expiry of such period of insurance and if the total amount so paid shall differ from the amount on which the premium has been paid the difference in premium shall be met by a further proportionate payment to the company or by a refund by the company as the case may be. In the event of any extension or alteration of the premises during the currency of this section the insured shall immediately notify the company in writing thereof and shall pay to the company any adjusted premium required by them in respect of such extension or alteration.

MOTOR TRADERS EXTERNAL RISK SECTION

Sub-section A Loss or Damage

Defined events

Loss of or damage to any vehicle and its accessories and spare parts whilst thereon occurring whilst the vehicle is

1. on the road
2. temporarily garaged during the course of a journey elsewhere than in or on any business premises owned and/or occupied by the insured

anywhere in the Republic of South Africa Namibia Botswana Lesotho Swaziland Zimbabwe and Malawi

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

provided that

1. the limit of indemnity for loss of or damage to any vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage.
2. the company may at its own option repair reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage.
3. if to the knowledge of the company the vehicle is the subject of a suspensive sale or similar agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage
4. in respect of each and every occurrence giving rise to a claim under this sub-section, the insured shall be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs expenses and fees) and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith.

Exceptions to sub-section A

The company shall not be liable to pay for

1. consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
2. damage to tyres and rims (road wheels) by application of brakes or by road punctures cuts and/or bursts caused by obstacles and/or the inequalities of the road surfaces or impact with such obstacles and/or inequalities of the road surfaces
3. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.
4. more than 5% of the limit of indemnity of the vehicle listed in the schedule less the first Amount payable for any type of radio and other sound reproduction equipment other than radio and sound equipment installed by the manufacturer of the vehicle when new. If a radio or sound equipment is specified in the schedule the value shown against the radio or equipment shall be the maximum liability payable in the event of a claim;
5. damage to the engine unless some other part of the vehicle is damaged in an accident at the same time or unless such damage is caused by thieves or persons of malicious intent

Sub-Section B Liability to third parties

Defined events

Any injury or damage caused by or through or in connection with any vehicle or in connection with the loading and/or unloading of such vehicle against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

1. death of or bodily injury to any person but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured
2. damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by or loaded onto or unloaded from such vehicle.

The company will also (in terms of and subject to the limitations of and for the purposes of this sub-section)

1. pay all costs and expenses incurred with their written consent and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B.

2. indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that
   (a) such person shall as though he were the insured observe fulfil and be subject to the terms exceptions and conditions of this insurance in so far as they can apply
   (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
   (c) indemnity shall not apply in respect of claims made by any member of the same household as such person
   (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.

Exceptions to sub-section B

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

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected
2. death of or injury to any person being carried in or upon or entering or getting onto or alighting from any motor cycle motor scooter or side-car attached thereto at the time of the occurrence of the event from which any claim arises
3. liability arising from the operation demonstration or use for purposes other than maintenance or repair of a vehicle (unless it is a fork lift truck) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.
4. damage arising out of the malicious acts, deliberate, conscious and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim.

Limits of indemnity

Unless otherwise stated the liability of the company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

Definitions

1. Occurrence

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

2. Vehicle

The term vehicle shall mean

   (a) any motor vehicle or trailer the property of or in the custody or control of the insured (excluding any vehicle being the property of the insured and hired or sold under a suspensive sale or other deferred ownership agreement unless such vehicle is in the custody or control of the insured at the time of the occurrence of the event out of which any claim arises) and
   (b) any vehicle (mechanically-propelled or otherwise) attached to a vehicle covered under (a) above for the purpose of being towed or salvaged.

No claim rebate provisions

In the event of no claim being made or arising under this section during a period of insurance specified below immediately preceding the renewal of this policy the renewal premium will be subject to the No Claim Discount as follows:

Period of insurance	No Claim Discount
the preceding year	10%
the preceding two or more consecutive years	20%

otherwise than above no discount applies

Should the company consent to a transfer of interest in this policy the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

Extensions

1. Social domestic and pleasure use (if stated in the schedule to be included)

The description or use clause is extended to include use for social domestic and pleasure purposes in respect of the persons named in the schedule.

2. Loss of use of customers vehicles (if stated in the schedule to be included)

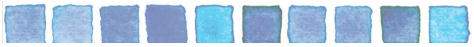
In the event of the company being liable to indemnify the insured under sub-section A of this section in respect of loss of or damage to any vehicle being the property of a customer whilst in the custody or control of the insured the company will also indemnify the insured notwithstanding exception (a) in the exceptions to sub-section A of this section against liability at law to pay compensation for loss of use of such vehicle provided that the liability of the company shall be limited to the amounts stated in the schedule.

3. Unauthorised use by employees (if stated in the schedule to be included)

Specific exception 1(a) (ii) is cancelled.

4. Legal liability of passengers for acts of negligence (if stated in the schedule to be included)

The company will request of the insured indemnify in terms of sub-section B of this section any person using the vehicle provided that such person
   (a) is not personally driving or in control of the vehicle
   (b) is not entitled to indemnify under any other policy
   (c) is not under the influence of intoxicating liquor or drugs



(d) shall as though he were the insured observe fulfil and be subject to the terms exceptions and conditions of this section in so far as they can apply.

5. Windscreen extension (if stated in the schedule to be included)

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

provided that

(a) no other damage has been caused to the vehicle giving rise to a claim under the policy

(b) the insured shall be responsible for the first amount payable stated in the schedule of each and every loss.

6. Cross liabilities

Where more that one insured is named in the schedule the company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies have been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

7. Riot and strike extension (if stated in the schedule to be included)

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

(a) civil commotion labour disturbances riot strike or lockout

(b) the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any occurrence referred to in (a) above

(c) Provided that this extension does not cover

(d) loss or damage occurring in the Republic of South Africa and Namibia

(e) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured

(f) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation

(g) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

(h) loss or damage related to or caused by any occurrence referred to in General Exception 1(A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

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

8. Memoranda

1. Premium adjustment clause

The premium for each period of insurance which may be accepted by the company shall be based upon the estimated wages salaries commissions and any other consideration payable by the insured to all employees.

Where the insured is an individual or a partnership a minimum amount of R120 000 must be added for each principal.

At the commencement of each period of insurance the insured shall furnish to the company a statement containing an estimate of the amount of wages salaries commissions and any other considerations as aforesaid and shall pay to the company an estimated premium calculated upon such statement.

Upon the termination of each period of insurance the insured shall within one calendar month furnish to the company a statement of the actual amount paid or allowed as aforesaid and if the total amount disclosed by such statement shall differ from the amount upon which the estimated premium was calculated the difference in premium shall be met by an additional payment to the company or by a refund to the insured calculated on the basis of the company's scale of charges for this section

It is a condition precedent to any liability of the company under this section that

(a) the insured shall regularly record in a proper wage register the name of every employee together with the wages salary commission and other consideration paid or allowed to such employee and shall immediately record in such wage register the date of engagement and of discharge of each employee

(b) the insured shall at all times permit the company through any of its representatives to inspect such wage register.

2. Description of use clause (wages basis)

Use for business purposes of the insured by the insured a member director or employee of the insured excluding transit delivery or convoying for or on behalf of the insured by casual drivers or persons not wholly and regularly engaged in the employ of the insured

including use for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learner-drivers and is accompanied by a fully licensed driver who shall be either the insured a member director or employee of the insured

including use for purposes of demonstration which shall include driving by the person to whom the vehicle is being demonstrated provided that such person is accompanied by a fully licensed driver who shall be either the insured or a member director or employee of the insured

and use for social domestic and pleasure purposes (whether such use is incidental to the business of the insured or not) by any person other than the insured a member a director or employee of the insured.

Optional limitations

1. Third party only limitation (if stated in the schedule to be applicable)

Sub-section A and the No Claims Rebate provisions are cancelled.

2. Exclusion of demonstration risk (if stated in the schedule to be applicable)

The company shall not be liable for accident injury loss damage or liability whilst any vehicle is being used for the purpose of demonstration.

3. Exclusion of passenger liability (if stated in the schedule to be applicable)

The company shall not be liable under sub-section B of this section in respect of death of or injury to any person(s) being carried in or upon or entering or getting onto or alighting from any vehicle at the time of the occurrence of the event from which any claim arises.

4. Exclusion of own vehicles (if stated in the schedule to be applicable)

The definition of vehicle is amended to exclude any vehicle owned hired and/or leased by the insured.

Specific exceptions

1. The company shall not be liable for any accident injury loss damage or liability

   (a) (i) whilst the vehicle is being used otherwise than in accordance with the description of use clause

   (ii) whilst the vehicle is being used for any unauthorised purpose by an employee of the insured or by any other person with whom such employee is or was acting in collusion

   (b) incurred outside the Republic of South Africa Botswana, Malawi, Mozambique. Lesotho, Namibia, Swaziland and Zimbabwe but the company will indemnify the insured against loss of or damage to any vehicle while in transit by sea between the ports in these territories including loading and unloading incidental to such transit

   (c) incurred while any vehicle is being driven by

   (i) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle.

   (ii) any other person with the general consent of the insured who to the insured's knowledge is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or is not licensed to drive such vehicle.

   Provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under specific exception (b) or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or if a licence is not required by law or while such driver is learning to drive and is complying with the laws relating to learners.

2. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.

Specific condition

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

MACHINERY BREAKDOWN

Defined Events

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause whilst it is

1. at work or at rest

2. being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within the Insured's premises.

Basis of Indemnity

1. If the damage can be repaired the Company will pay the cost of restoration to working order based on the customary daily rates of wages in the district and normal freight erection and custom dues.

2. If the insured item is totally destroyed the Company will pay the market value of the item immediately before the accident and the cost of removing the damaged machinery less the value of the remains. The insured item shall be regarded as totally destroyed if the repair costs as defined in 1 above equal or exceed its market value immediately before the accident.

3. The Company may at its option repair reinstate or replace any damaged machinery or pay the amount of the damage in cash.

Specific Exceptions

1. Irrespective of the original cause the Company will not pay for

(a) First Amount Payable the amount specified in the Schedule as the First Amount Payable for each and every occurrence

(b) Damage due to

(i) Fire lightning explosion:
fire extinguishing of a fire direct lightning strikes explosion

(ii) Theft collapse etc.
theft collapse of buildings impact by animals vehicles aircraft other aerial devices or objects dropped therefrom sonic shock waves

(iii) Water
water which escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system

(iv) Subsidence landslide
subsidence landslide storm flood inundation hail snow earthquake volcanic eruption or other convulsions of nature
or any subsequent dismantling

(c) Experiments
damage resulting from experiments overloads or tests requiring the imposition of abnormal conditions

(d) Tools
damage due to the misapplication of tools

(e) Wastage wearing away
wastage of material or the like or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration

(f) Expendable parts
expendable parts and tools such as (but not limited to) bits cutters knives saw blades dies pattern rollers sieves chains belts ropes conveyor bands jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the machinery insured as provided for by this insurance the Company shall indemnity the Insured for the residual value of such parts or tools

(g) Express delivery overtime
extra charges for express delivery overtime Sunday and holiday rates of wages unless specially provided for herein

(h) Damaged parts
the value of damaged parts which can be used in any way whatsoever

(i) Alterations additions
costs of alterations additions improvements and overhauls carried out on the occasion of a repair

(j) Temporary repairs
temporary repairs and any consequences arising therefrom unless the Company has authorised the temporary repairs

2. Foundations masonry refractories

the machinery described in the Schedule does not include any foundations masonry or refractories unless specifically mentioned

3. Partial damage

where damage is restricted to a part or parts of an insured item the Company will not be liable to pay a greater amount than the value of the part or parts allowed for in the sum insured plus dismantling re-erection and freight expenses

Specific Conditions

1. Alterations to working conditions

Notice of any intended alteration to or departure from normal working conditions which would affect the risk of damage to the machinery specified in the Schedule must be given to the Company. If the Company cannot approve the alteration or departure from normal working conditions the Company may cancel the insurance in respect of the machinery concerned making an appropriate return of premium.

2. Access

The Insured shall allow the authorised representatives of the Company to examine the insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Company restore the risk to normal within a reasonable time failing which the Company may suspend cover in whole or in part until the risk is restored to normal.

3. Claims

On the happening of an event giving rise or likely to give rise to a claim the Insured

(a) shall exercise all means in his power to salvage the insured items and ensure their preservation

(b) may proceed with the repair of the machinery

Provided that:

(i) he complies with 3(a) above

(ii) the carrying out of the repair is without prejudice to any question of liability

(iii) any damaged part requiring replacement is kept for inspection by the Company.

4. Insured value

The sum insured for each item of machinery specified in the Schedule must be equal to the installed new replacement value at all times.

5. Average

If at the time of the damage the sum insured is lower than the installed new replacement value then the Insured will be considered to be his/her own insurer for the difference and will bear a rateable share of the loss accordingly. Every item of machinery will be separately subject to this Condition.

RENASA
INSURANCE COMPANY LIMITED

MACHINERY BREAKDOWN LOSS OF PROFITS

Defined Events

Accident to machinery specified in Schedule II and used by the Insured at the premises for the purpose of the business resulting in interruption or interference with the business provided that payment shall have been made or liability admitted for accident under the Machinery Breakdown Section except in so far as a proviso may operate to exclude losses below a specified amount.

Definitions

1. "**Accident"**

Unforeseen and sudden physical damage to the machinery described in Schedule II from any cause provided for by the Machinery Breakdown Section.

2. **"Gross profit"** (difference basis) insured under item 1 of Schedule I

The amount by which the sum of the turnover and closing stock exceeds the sum of the opening stock and the uninsured working expenses specified in Schedule I.

3. "**Gross profit" (specified standing charges basis) insured under item 2 of Schedule I**

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

4. "**Gross profit" (all standing charges basis) insured under item 3 of Schedule I**

The sum produced by adding to the net profit the amount of all the standing charges of the business or if there is no net profit the amount of all the standing charges less the amount of any net trading loss. For the purpose of this insurance depreciation of buildings plant machinery (other than machinery damaged in the accident) fixtures and fittings shall inter alia be deemed to be standing charges.

5. "**Net profit"**

The net trading profit (exclusive of all capital receipts and accretions and all outlay property 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.

6. "**Revenue"**

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

7. "Indemnity period"

The period during which the results of the business are affected in consequence of the accident beginning the number of hours/days stated in Column C of Schedule II after the occurrence of the accident and ending not later than the expiry of the period shown in Column D of Schedule II after the occurrence.

8. "**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.

9. "Rate of gross profit"

The rate of gross profit to turnover during the financial year immediately before the date of the accident.

10. "Rate of wages"

The rate of wages to turnover during the financial year immediately before the date of the accident.

11. "Annual turnover"

The turnover during the 12 (twelve) months immediately before the date of the accident.

12. "Standard turnover"

The turnover during the period corresponding with the indemnity period in the 12 (twelve) months immediately before the date of the accident.

13. "Annual revenue" accident.

The revenue during the 12 (twelve) months immediately before the date of the accident.

14. "Standard revenue"

The revenue during the period corresponding with the indemnity period in the 12 (twelve) months immediately before the date of the accident.

to which such adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the accident or which would have affected the business had the damage not occurred so that the figure thus adjusted will represent as nearly as may be reasonably practicable the results which but for the accident would have been obtained during the relative period after the accident.

15. "Shortage in turnover"

The amount by which the turnover during the specified portion of the indemnity period shall in consequence of the accident fall short of that part of the standard turnover which relates thereto.

16. "The premise"

All premises owned used or occupied by the Insured for the purposes of the business.

Specific Exceptions

Additions Alterations Improvements

The Company will not be liable for loss resulting from interruption or interference with the business due to additions alterations or improvements being affected to the damaged item(s) on the occasion of its repair.

Specific Conditions

1. Action in event of an accident

When an accident occurs in consequence of which a claim may be made under this Section the Insured in addition to complying with the General Conditions shall 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 if a claim is made under this Section will not later than 30 (thirty) days after the expiry of the indemnity period or within such further time as the Company will 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 will be payable unless this Specific Condition has been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made will be repaid to the Company forthwith.

2. Standby machinery

Any item of machinery insured by this Section against which the word "Standby" appears in Schedule II shall be maintained as standby available for immediate use in the event of the failure of the machinery to which it is standby. Should the standby position change the Insured shall give notice as soon as possible to the Company and pay the applicable additional premium, calculated from the date that the item of machinery ceased to be standby.

Basis of Loss Settlement

1. Cross profit (difference basis)

The insurance under item 1 of Schedule I is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable thereunder will be

(a) For reduction in turnover

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the accident fall short of the standard turnover

(b) For increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided

less any sum saved during the indemnity period for such charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the accident

Provided that:

if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

2. Gross profit (specified standing charges basis)

The insurance under item 2 of Schedule I is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity thereunder will be

(a) For reduction in turnover

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the accident fall short of the standard turnover

(b) For increase in cost of working

the additional expenditure (subject to proviso 2(d)) 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 accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided

less any sum saved during the indemnity period for such of the insured standing charges as may cease or be reduced in consequence of the accident

Provided that:

(c) if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced

(d) if any standing charges of the business are not insured only such proportion of the additional expenditure as the sum of the net profit and the insured standing charges bears to the sum of the net profit and all standing charges shall be brought into account when calculating the amount recoverable hereunder.

3. Gross profit (all standing charges basis)

The insurance under item 3 of Schedule I is limited to the gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity thereunder shall be

(a) For reduction in turnover

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the accident fall short of the standard turnover

(b) For 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 accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided

less any sum saved during the indemnity period in respect of any standing charges which may cease or be reduced in consequence of the accident

PROVIDED THAT:

if the sum insured by this item be less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

4. Revenue

The insurance under item 4 of Schedule I is limited to loss due to reduction in revenue and increase in cost of working and the amount payable as indemnity hereunder will be

(a) For reduction in revenue
the amount by which the revenue during the indemnity period shall in consequence of the accident fall short of the standard revenue

(b) For increase in cost of working
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in revenue which but for that expenditure would have taken place during the indemnity period in consequence of the accident but not exceeding the amount of the reduction thereby avoided

less any sum saved during the indemnity period for such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the accident

PROVIDED THAT:

if the sum insured by this item is less than the annual revenue (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

5. Wages (dual basis)

The insurance under item 5 of Schedule I is limited to loss in respect of wages and the amount payable thereunder will be

(a) For reduction in turnover

(i) during the portion of the indemnity period beginning with the number of hours/days stated in Column C of Schedule II after the occurrence of the accident and ending not later thereafter than the specified number of weeks in Schedule I — the sum produced by applying the rate of wages to the shortage in turnover less any saving through reduction in the amount of wages paid in consequence of the accident

(ii) during the remaining portion of the indemnity period — the sum produced by applying the rate of wages to the shortage in Turnover less any saving through reduction in consequence of the accident in the amount of wages paid but not exceeding the sum produced by applying the specified percentage of the rate of wages to the shortage in turnover increased by such amount as is deducted for savings in terms of paragraph 5(a)(i) above.

NOTE: At the option of the Insured the provisions of paragraph 5(a)(i) may apply for the specified extended period provided that the amount arrived at under the provisions of 5(b)(ii) shall then not exceed the amount deducted under paragraph 5(a)(i) for savings effected during the said extended period

(b) For increase in cost of working

so much of the additional expenditure described in paragraph 1(b) or 2(b) or 3(b) of items 1 or 2 or 3 of Schedule I as exceeds the amount payable thereunder but not more than the additional amount which would have been payable for reduction in turnover under the provisions of paragraphs 5(a)(i) and 5(a)(ii) of this item had such expenditure not been incurred

PROVIDED THAT:

if the sum insured by this item is less than the sum produced by applying the rate of wages to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced

(c) Wages (number of weeks basis)

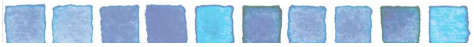
the insurance by item 6 of Schedule I is limited to the loss incurred by the Insured by the payment of wages for a period beginning with the number of weeks/days stated in Column C of Schedule II after the occurrence of the accident and ending not later thereafter than the number of weeks specified in Schedule I. 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 accident 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 accident be utilised by the Insured to the full

PROVIDED THAT:

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

(d) Additional expenditure

the insurance under item no. 7 of Schedule I limited to additional expenditure (in excess of that recoverable under other items) necessarily and reasonably incurred by the Insured in consequence of the accident in order to minimise interruption of or interference with the business during the indemnity period



(e) Other premises

if during the indemnity period goods shall be sold or services shall be rendered or revenue earned elsewhere than at the premises for the benefit of the business either by the Insured or by others on his/her behalf the money paid or payable or revenue earned in respect of such sales or services shall be brought into account in arriving at the turnover or revenue during the indemnity period.

Clause if indicated in the schedule to apply

(a) Accountant/auditor

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the-Company for the purpose of investigating or verifying any claims under this insurance may be produced and certified by the Insured's own accountants and/or auditors and their certificate will be prima facie evidence of the particulars and details to which such certificate relates.

(b) Accumulation of stocks

In adjusting any loss account will be taken and an equitable allowance made if any shortage in turnover due to the accident is postponed by reason of the turnover being temporarily maintained from accumulated stocks.

(c) Department/branches

If the business be conducted in departments/branches the independent trading results of which are ascertainable the provisions of paragraphs 1(a), 1(b), 2(a), 2(b), 3(a), 3(b), 4(a), 4(b), 5(a) and 5(b) will apply separately to each department/branch whose results are affected by the accident

provided that:

if the respective sums insured are less than the aggregate of the sums produced by applying the rate of gross profit revenue or the rate of wages (as the case may be) for each department/branch of the business (whether its results are affected by the accident or not) to the relative annual turnover thereof (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

SASRIA CONSEQUENTIAL LOSS

Underwritten by SASRIA LIMITED

Reg. No. 1979/000287/06

POLICY FOR CONSEQUENTIAL LOSS FOR SPECIAL RISKS INSURANCE

(A). Working Expenses

OR

(B) Standing Charges

as indicated in the underlying policy schedule

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of Sasria Limited (hereinafter called Sasria) Sasria agrees (subject to the conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be destroyed or damaged by:

(i) 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;

(ii) 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;

(iii) any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;

(iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;

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

Note

In this policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts;

(destruction or damage so caused being hereinafter termed "Damage") at any time before 24h00 of the last day of the Period Of Insurance and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with then Sasria will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that

at the time of the happening of the Damage there shall be in force an insurance issued by Sasria covering the interest of the Insured in the property at the premises against such Damage and that payments shall have been made or liability admitted therefor under such insurance;

the liability of Sasria shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby.

It is further provided that notwithstanding anything to the contrary, where One Insured is insured by one or more current or valid insurance (other than Contract Works and or Construction Plant and or Motor) issued by or on behalf of Sasria the aggregate liability of Sasria under all such insurances shall be limited to the sum of R500 million (five hundred million Rand), during a calendar year where the property insured is in the Republic of South Africa.

For this purpose, ONE INSURED shall mean:

Any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company. In the case of One Insureds other than Companies, Sasria reserves the right to determine who the One Insured is for this purpose.

Exceptions

This policy does not cover:

(1) Loss resulting from Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

(2) Loss resulting from 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 (Act No. 85 of 1976) or; any similar Act operative in any of the Republics to which this policy applies.

(3) Any loss resulting from Damage sustained or incurred outside the Republic of South Africa.

(4) Any loss resulting from Damage related to or caused by:

(i) war, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

(ii) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;

(iii) the act of any lawfully established authority in controlling preventing, suppressing, or in any way dealing with any occurrence referred to in clauses (i) and (ii) above.

(5) Any Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

The indemnity provided by this policy shall not apply to nor include Damage directly or indirectly caused or contributed to by or arising from nuclear weapons material.

(6) Nuclear/Chemical/Biological Terrorism Exclusion

it is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any

organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss (es) is not covered by this policy the burden of providing the contrary shall be upon the insured.

Conditions

1. This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

2. This policy shall be avoided if:

(a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued

or

(b) the Insured's interest ceases otherwise than by death at any time after the commencement of this insurance, unless it's continuance be admitted by memorandum signed by a Director of Sasria.

3. On the happening of any Damage in consequence of which a claim is or may be made under this policy, the Insured shall forthwith give notice thereof in writing to the Nominated Insurer and shall 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 policy shall, not later than thirty days after the expiry of the Indemnity Period, or within such further time as Sasria may in writing allow, at his own expense deliver to the Nominated Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances covering the Damage or any part of it or Consequential Loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish to the Nominated Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Nominated Insurer for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this policy shall be payable unless the terms of this 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 Sasria forthwith.

4. If the claim be in any respect fraudulent, if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any Damage be occasioned by the willful act or with the connivance of the Insured, all benefit under this policy shall be forfeited.

5. Any claimant under this policy shall at the request and at the expense of Sasria do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which Sasria shall be or would become entitled or subrogated upon its paying for or making good any loss under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Sasria.

6. (a) If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.

(b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration, the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this policy.

7. The policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

8. This policy and the Schedule annexed (which forms an integral part of this policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this policy or of the Schedule shall bear such specific meanings wherever they may appear.

9. This policy shall not be valid unless countersigned by the Nominated Insurer

SASRIA CONSEQUENTIAL LOSS WORKING EXPENSES

Underwritten by SASRIA LIMITED

Reg. No. 1979/000287/06

SPECIFICATION REFERRED TO IN THE ATTACHED CONSEQUENTIAL LOSS POLICY (WORKING EXPENSES)

(A). Working Expenses - Sum Insured - (as stated in the Schedule)

The Insurance hereby is limited to loss of working Expenses due to

(a) Reduction In Turnover and

(b) Increase In Cost Of Working and the amount payable as indemnity thereunder shall be:

(a) in respect of Reduction In Turnover - The sum produced by applying the Rate Of Working Expenses to the amount by which the turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.

(b) in respect of Increase In Cost Of Working - The additional expenditure (subject to the provisions of the Uninsured Standing Charges clause) 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 Working Expenses 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 to Working Expenses as may cease to be reduced inconsequence of the Damage;

provided that if the Sum Insured by this item be less than the sum produced by applying the Rate Of Working Expenses to the Annual Turnover (or to a proportionately increased multiple thereof where the maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Definitions

Indemnity Period:

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period as specified in the Schedule during which the results of the business shall be affected in consequence of the Damage.

Turnover

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

Working Expenses

The amount by which

(i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed

(ii) the sum of the amounts of the opening stock and work in progress and the net profit and the amount of the Specified Uninsured Working Expenses

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with generally accepted accounting practice.

Net Profit

The net 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.

Specified Uninsured Working Expenses

As detailed on the Schedule.

The words and expressions used in this definition (other than wages) shall have the meaning usually attached to them in the books and accounts of the Insured. Rate of Working Expenses – The Rate Of Working Expenses earned on the Turnover during the financial year immediately before the date of the Damage Annual Turnover – The Turnover during the twelve months immediately before the date of Damage. Standard Turnover – The Turnover during the period in the twelve 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 in or other circumstances affecting the business either before or after the Damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

SASRIA CONSEQUENTIAL LOSS STANDING CHARGES

Underwritten by SASRIA LIMITED

Reg. No. 1979/000287/06

SPECIFICATION REFERRED TO IN THE ATTACHED CONSEQUENTIAL LOSS POLICY (STANDING CHARGES)

(B) Insured Standing Charges Only - (as stated in the Schedule)

The Insurance hereby is limited to loss in respect of Insured Standing Charges due to

(a) Reduction In Turnover

and

(b) Increase In Cost Of Working and the amount payable as indemnity thereunder shall be:

(a) in respect of Reduction In Turnover - The sum produced by applying the Rate Payable to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage fall short of the Standard Turnover;

(b) in respect of Increase In Cost Of Working - The additional expenditure (subject to the provisions of the Uninsured Standing Charges clause) 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 Payable 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 if the sum insured by this item be less than the sum produced by applying the Rate Payable to the Annual Turnover (or to a proportionately increased multiple thereof where the maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Definitions

Insured Standing Charges

The amount of the Insured Standing Charges, or if the business is showing a net trading loss, the amount of the said Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

For the specified Insured Standing Charges - see the Schedule.

Net Profit

The net 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.

Turnover

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

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the maximum Indemnity Period, as stated in the Schedule, thereafter during which the results of the business shall be affected in consequence of the Damage.

Rate Payable - The percentage that the Insured Standing Charges bears to the Turnover during the financial year immediately before the date of the Damage.

Annual Turnover

The Turnover during the twelve months immediately before the date of the Damage

Standard Turnover

The Turnover during the period in the twelve 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 in or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

Clauses which apply to (A) Working expenses or (B) Standing Charges

Alternative Trading Clause

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 his 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.

Uninsured Standing Charges Clause

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 WORKING EXPENSES bear to the sum of the Working Expenses Net Profit and the Uninsured Standing Charges.

Rebate Clause (Applicable only if the Sum Insured Exceeds R1 000 000)

The premium paid hereon may be adjusted on receipt by the Nominated Insurer of a declaration of Insured Standing Charges paid during the financial year most nearly concurrent with the Period of Insurance, as certified by the Insured's auditors.

If any damage shall have occurred giving rise to a claim for loss of Standing Charges, the abovementioned declaration shall be increased by the Nominated Insurer for the purpose of premium adjustment by the amount by which the Insured Standing Charges were reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Standing Charges for the relative Period of Insurance the Company will allow a return of premium not exceeding 50% of the premium paid, by recalculating the premium in accordance with such declaration.

This Clause will have no effect unless a certified declaration is received by the Nominated Insurer within six months of the expiry of the Period of Insurance.

Claims Cost Clause

This insurance includes costs and expenses incurred in producing and certifying any particulars or details required by the Company during the formulation of a claim under the policy, limited to:

(a) additional fees paid to the Insured's usual auditors;

(b) additional wages or salaries paid to the Insured's own employees;

(c) cost of materials used.

Departmental Clause

If the business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses (a) and (b) of the item(s) on Insured Standing Charges only shall apply separately to each department affected by the Damage except that if the sum Insured by the said item(s) be less than the aggregate of the sums produced by applying the rate for each department of the business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Salvage Sale Clause

If following Damage giving rise to a claim under this policy, the Insured shall hold a salvage sale during the Indemnity Period, clause (a) of the Item on Insured Standing Charges only shall, for the purposes of such claim, read as follows:

(a) in respect of Reduction In Turnover - The sum produced by applying the rate applicable 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 Standing Charges actually earned during the period of the salvage sale.

SASRIA GROSS PROFIT

Underwritten by SASRIA LIMITED

Reg. No. 1979/000287/06

POLICY FOR CONSEQUENTIAL LOSS (GROSS PROFIT) FOR SPECIAL RISKS INSURANCE

In consideration of the prior payment of the premium stated in the Schedule and the receipt of the premium by or on behalf of Sasria SOC Limited (hereinafter called Sasria), Sasria agrees, subject to the terms, conditions, provisions and exceptions in this policy wording or endorsed or otherwise expressed on it, to indemnify the insured for loss of Gross Profit resulting from interruption of or interference with the business carried on by the Insured as a result of loss or damage (hereinafter termed "Damage") to any building or other property or any part of it at the premises shown as the risk address in the schedule during the period of insurance by:-

(i) 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;

(ii) 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;

(iii) Any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;

(iv) Any attempt to perform any act referred to in clause (i), (ii) or (iii) above;

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

The term "Public Disorder" shall include civil commotion, labour disturbances or lockouts; (destruction, loss or damage so caused being hereinafter referred to as "damage") at any time before 24h00 of the last day of the period of insurance. **Sasria is striving for excellence, should we fail to deliver on our service promises, please contact contactus@sasria.co.za for any complaints or alternatively, you can send an email to: complaints@sasria.co.za**

PROVIDED that:

(a) When the damage happens, an insurance issued by Sasria covering the interest of the Insured in the property at the premises against such damage is in force and that Sasria has paid or has agreed to pay or has admitted liability for the damage in terms of the insurance. If payment of the material damage claim is denied solely because the insured carries a deductible larger than the material damage loss, then Sasria will nevertheless admit liability for the consequential loss under this policy.

(b) The liability of Sasria shall not exceed the sum insured stated in the schedule nor shall it exceed the in total the total sum insured of all items stated in the schedule.

It is further provided that notwithstanding anything to the contrary, where One Insured is insured by one or more current or valid insurance (other than Contract Works and or Construction Plant and or Motor) issued by or on behalf of Sasria the aggregate liability of Sasria under all such insurances shall be limited to the sum of R500 million (five hundred million Rand), during any period of twelve consecutive months where the property insured is in the Republic of South Africa.

For this purpose, ONE INSURED shall mean:

Any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company. In the case of One Insureds other than Companies, Sasria reserves the right to determine who the One Insured is for this purpose.

DEFINITION

"Gross Profit"- The amount by which the sum of the turnover and the closing stock shall exceed the sum of the opening stock and the uninsured working expenses. These uninsured working expenses vary from one business to another.

"Net Profit" - The net 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.

"Additional Increase In Cost of Working "- the expenditure necessarily and reasonably incurred by the Insured to ensure the continued operations of the business and for the sole purpose of avoiding a reduction in turnover during the indemnity period .

"Indemnity Period" - The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period as specified in the Schedule during which the results of the business shall be affected in consequence of the Damage.

"Turnover" - The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of business at the premises.

"Working Expenses: - The amount by which **Sasria is striving for excellence, should we fail to deliver on our service promises, please contact contactus@sasria.co.za for any complaints or alternatively, you can send an email to: complaints@sasria.co.za** 3 (i) the sum of the amount of the TURNOVER and the amounts of the closing stock and work in progress shall exceed

(i) the sum of the amount of the TURNOVER and the amounts of the closing stock and work in progress shall exceed

(ii) the sum of the amounts of the opening stock and work in progress and the net profit and the amount of the SPECIFIED UNINSURED WORKING EXPENSES

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with generally accepted accounting practice.

EXCEPTIONS

This Policy does not cover:

(1) Any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or lawful authorities.

(2) Loss resulting from 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 (Act No. 85 of 1976) or; any similar Act operative in any of the Republics to which this Policy applies.

(3) Any loss resulting from damage sustained or incurred outside the Republic of South Africa.

(4) Any loss resulting from damage related to or caused by:

(i) War, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

(ii) Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;

(iii) The act of any lawfully established authority in controlling preventing, suppressing, or in any way dealing with any occurrence referred to in clauses (i) and (ii) above

(5) Any damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

The indemnity provided by this Policy shall not apply to nor include damage directly or indirectly caused or contributed to by or arising from nuclear weapons material.

(6) The policy does not insure Contingent Business Interruption which shall mean the Insured's loss of net profit and / or contingent extra expenses resulting from an interruption of business at the premises of a customer or supplier or any other entity forming part of the Insured's supply chain, nor does the policy insure the consequences of interruption or interference caused by damage to public utilities serving the insured premises or by partial or total prevention of access to the insured premises.

NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent or cyber.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear. If it is alleged that by reason of this exclusion any loss (es) is not covered by this Coupon / Policy the burden of providing the contrary shall be upon the insured.

CONDITIONS

1. This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

2. This policy shall be avoided if:

(a) The business be wound up or carried on by a liquidator or receiver or permanently discontinued or

(b) The Insured's interest ceases otherwise than by death at any time after the commencement of this insurance, unless it's continuance be admitted by memorandum signed by a Director of Sasria.

3. When the Insured becomes aware of the happening of any damage in consequence of which a claim is or may be made under this policy, the Insured shall immediately give notice thereof in writing to the Nominated Insurer and shall take immediate reasonable steps to minimise or check any interruption of or interference with the business or to avoid or diminish the loss. In the event of a claim being made under this policy the insured shall, not later than thirty days after the expiry of the Indemnity Period, or within such further time as Sasria may in writing allow, at his own expense deliver to the Nominated Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances covering the damage or any part of it or Consequential Loss of any kind resulting there from. The Insured shall at his own expense also produce and furnish to the Nominated Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Nominated Insurer for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this policy shall be payable unless the terms of this 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 Sasria forthwith.

4. If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any damage be occasioned by the wilful act or with the connivance of the Insured, all benefit under this policy shall be forfeited.

5. Any claimant under this policy shall at the request and at the expense of Sasria do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which Sasria shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Sasria.

6. (a) If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall

be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.

(b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration, the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this policy.

7. In the event of a claim being rejected by Sasria in writing, the Insured shall have a period of ninety days from the date of rejection in which to make representations to Sasria. Should the matter not be resolved and the Insured exercises his right to institute legal action, the Insured shall have a further 180 days in which to serve legal process on Sasria and pursue such proceedings to finality.

8. The policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

9. This policy and the schedule attached shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this policy or of the Schedule shall bear such specific meanings wherever they may appear.

10. This policy shall not be valid unless countersigned by the Nominated Insurer.

CLAIM PREPARATION COSTS

The insurance provided by this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by Sasria in terms of Condition 3 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 R50 000.

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 Sasria 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, Sasria will take into account and shall make a fair allowance if any shortage in turnover or revenue due to the damage is postponed because the turnover or revenue has been temporarily maintained from accumulated stocks.

Salvage sale clause

If after an insured loss the insured hold a salvage sale during the indemnity period then Sasria will take into account any income earned thereby in so far as the loss of net profit may be affected.

Rebate clause (Applicable only if the Sum Insured Exceeds R1 000 000)

The premium paid hereon may be adjusted on receipt by the Nominated Insurer of a declaration of Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance, as certified by the Insured's auditors.

If any damage shall have occurred giving rise to a claim for loss of Gross Profit, the abovementioned declaration shall be increased by the Nominated Insurer for the purpose of premium adjustment by the amount by which the Gross Profit were reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Gross Profit for the relative Period of Insurance Sasria will allow a return of premium not exceeding 50% of the premium paid, by recalculating the premium in accordance with such declaration.

This Clause will have no effect unless a certified declaration is received by the Nominated Insurer within six months of the expiry of the Period of Insurance.

SASRIA FIRE

Underwritten by SASRIA LIMITED

Reg. No. 1979/000287/06

POLICY FOR SPECIAL RISKS INSURANCE

In consideration of the prior payment of the premium stated in the underlying policy schedule and the receipt thereof by or on behalf of Sasria Limited,(hereinafter called the company) and subject to the underlying policy being current and valid at the effective date as stated in the schedule, the company will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the period of insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:

(i) 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;

(ii) 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;

(iii) any riot, strike or public disorder, or; any act or activity which is calculated or directed to bring about a riot, strike or public disorder;

(iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;

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

Note:

In this policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

provided that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the company, the annual aggregate liability of the company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R1,5 billion, if the Insured has chosen the optional Excess of Loss R 1 billion cover, where the property insured is in the Republic of South Africa.

For this purpose One Insured shall mean:

Any single One Insured, a holding company and all its subsidiaries (as contemplated exclusively by the Companies Act, 1973) or subsidiary of the holding company

In the case of One Insured other than companies, the company reserves the right to determine who the One Insured is for this purpose.

provided further that this insurance does not cover**:**

(a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;

(b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;

(c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

Nuclear/Chemical/Biological Terrorism Exclusion

it is agreed that, regardless of any contributory cause(s), this insurance does not cover loss (es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear. If it is alleged that by reason of this exclusion any loss (es) is not covered by this policy the burden of providing the contrary shall be upon the insured.

Special Conditions

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this policy there shall be in force the Underlying policy covering the interest of the Insured in all the property insured by this policy against loss or damage by fire.

2. All the terms, conditions, exclusions, exceptions and warranties applicable to the underlying policy, other than:

(a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi);

and

(b) the Burden of Proof Clause set out in Exception A to the extent that such clause refers to the exceptions listed in (a) above;

(c) any excess, deductible or similar payment to be met by the Insured in terms of the Underlying policy;

(d) the Sasria policy incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying policy to which it attaches. It does not automatically incorporate the extensions. In order to cater for the Extensions, the Sasria sum insured must be increased by the value of the extension and a premium charged for the said extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the policy, shall be deemed to be incorporated in this policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

Memorandum

The reference to exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof clause in exception A is a reference to those exceptions as they appear in the Standard S.A.I.A. exceptions which the nominated Insurer is obliged to incorporate in his policy. Should the numbering in the underlying policy not correspond with the numbering of the Standard S.A.I.A. exceptions the above references shall apply to the corresponding exceptions in the underlying policy mutatis mutandis.

(1) if the property covered in terms of the schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his 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 consideration.

(2) any adjustment of premium clause or condition in the underlying policy shall not be applicable to this policy.

(3) no alteration of this policy is valid unless signed by a director of the company.

(4) any Reinstatement Value Conditions in the underlying policy shall be applicable to this policy except insofar as it relates to motor vehicles.

(5) the cover granted by this policy shall apply to property situated in the Republic of South Africa.

SASRIA MOTOR

Underwritten by SASRIA LIMITED

Reg. No. 1979/000287/06

THE POLICY

Definitions

Wherever the term "SASRIA" is used it shall refer to SASRIA Limited.

Wherever the word "property" is used, it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

WHEREAS the Insured has paid the premium stated in the schedule to this policy (which schedule shall form an integral part of this policy) to SASRIA as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the period of insurance stated in the Schedule of this policy

NOW this policy declares subject to the terms, exceptions and condition contained herein that SASRIA will indemnify the insured against loss of or damage to the property described in the schedule directly related to or caused by:

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

(ii) 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.

(iii) any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder.

(iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above.

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

Note:-

In this policy, the term "public disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

SASRIA may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of the property insured in the schedule of this policy subject always to Condition 8 of this policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which should be payable to the Insured under this policy in respect of loss or damage to the property insured (which loss or damage is not made good by repair or replacement)

Such monies shall if so requested in writing be paid in the said Owner and / or to the insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of SASRIA in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or SASRIA under or in connection with this policy or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the insured for any reason the liability of SASRIA shall be met by the payment of a sum equaling the value of the said article at the time of the loss or damage, but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.If the property insured under this policy is disabled by reason of any loss or damage SASRIA will pay the reasonable cost of protection and removal to the nearest repairers. SASRIA will also pay the reasonable cost of the delivery to the insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the insured in the Republic of South Africa.

Exceptions

This policy does not cover:

(1) consequential loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage

(2) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority

(3) 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 any War Damage Insurance and Compensation Act (no 85 of 1976).

(4) any loss or damage related to or caused by:

(i) war, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

(ii) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; and

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

(5) any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the insured in the absence of such agreement.

(6) any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission

The indemnity provided by this policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Nuclear/Chemical/Biological Terrorism Exclusion

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear

If it is alleged that by reason of this exclusion any loss(es) is not covered by this policy the burden of proving the contrary shall be upon the insured.

Conditions

(1) Claims Procedure

On the happening of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the Nominated Insurer. The Insured shall give to SASRIA all such proofs and information in connection with the claim as may reasonably be required.

(2) Subrogation

The insured shall at the request and at the expense of SASRIA do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by SASRIA for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which SASRIA shall be or would become entitled or subrogated upon its paying for or making any loss or damage under the policy, whether such acts or things shall be or become necessary or required before or after the indemnification by SASRIA.

(3) Contribution

If at the time any claim arises under this policy there is any other existing insurance covering the same loss or damage SASRIA shall not be liable to pay or contribute more than its ratable share of any loss or damage.

(4) Precautions

The Insured shall take all reasonable steps to safeguard against loss or damage to the property described in the schedule to this policy.

(5) Transfer

Nothing contained in this policy shall give any rights against SASRIA to any person other than the Insured. SASRIA shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

(6) Arbitration

(a) if any difference shall arise as to the amount be paid under this policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the arbitration laws for the time being in force in the Republic of South Africa, and at such place as SASRIA may determine.

(b) where any difference or dispute is in terms of paragraph (a) above to the referred to arbitration the award of the arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against SASRIA under this policy.

(7) Limitation

In no case whatsoever shall SASRIA be liable under this policy after the expiration of 12 (twelve) months from the happening of the event unless the claim is then the subject of arbitration, or court proceedings already instituted.

(8) Average

If the property insured hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the schedule to this policy in the case of the motor dealer or fleet owner then the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

(9) Total Loss Of Property

If any motor car or other vehicle described in the definition the "property" above be treated as a total loss by SASRIA then all cover in terms of this policy shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund or premium shall be payable to the Insured.

(10) Premium

Notwithstanding that the period of insurance stated in the schedule to this policy may be less than 12 (twelve) months the minimum premium payable by the Insured shall be the full annual premium.

(11) Validity

This policy shall not be valid unless countersigned by the nominated Insurer.

(12) Alteration Of Use Of Property Insured

SASRIA shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the schedule.

(13) Territorial Limitation

The cover is restricted to property within the Republic of South Africa.

(14) Cancellation

This policy may be cancelled at any time at the request of the insured, but in such cases no refund or pro-rata refund of premium shall become payable.

(15) Fraud

If the claim be in any respect fraudulent and if any fraudulent means of devices be used by the insured or anyone acting on his/her behalf to obtain any benefit under this policy and if any destruction or damage be occasioned by the willful act and with any connivance of the Insured, all benefits under this policy shall be forfeited.

(16) Misrepresentation

This policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

(17) Reporting Events To Authorities

All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.