

# Sectional Title Policy Wording

The logo for 'Howdie' is displayed in a white, rounded, sans-serif font. The letter 'H' is stylized with a curved top and a small gap between its vertical strokes. The letter 'o' is a simple circle with a white center. The letter 'w' is composed of two 'u'-like shapes. The letter 'd' has a vertical stem and a rounded bottom. The letter 'i' is a simple vertical stroke with a dot above it. The letter 'e' is a simple, rounded shape. A small red horizontal bar is positioned under the letter 'o'.

Howdie

## CONTENTS

INSURANCE CODE OF CONDUCT	2
ABOUT YOUR UNDERWRITING MANAGER	4
GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS	5
BUILDINGS	21
GEYSERS ALL RISKS	31
OFFICE CONTENTS	32
BUSINESS INTERRUPTION	38
MONEY	42
COMMERCIAL CRIME	46
BUSINESS ALL RISKS	53
ACCIDENTAL DAMAGE	56
PUBLIC LIABILITY (OCCURRENCE BASIS)	60
PUBLIC LIABILITY (CLAIMS-MADE BASIS)	70
EMPLOYERS' LIABILITY (CLAIMS-MADE BASIS)	80
CYBER INSURANCE (CLAIMS-MADE BASIS)	82
MOTOR	91
ELECTRONIC EQUIPMENT	104
MACHINERY BREAKDOWN	113
IMPORTANT INFORMATION	115

## INSURANCE CODE OF CONDUCT

Hollard proudly supports the South African Insurance Association (SAIA) Code of Conduct.

The purpose of the Code is to raise standards of practice and service in the general insurance industry. The objectives of the Code are:

1. to promote better, more informed relations between insurers and their customers;
2. to improve consumer confidence in the general insurance industry;
3. to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
4. to commit insurers and the professionals they rely upon to higher standards of customer service.

Information on the Code is available from Your nearest Hollard office or from SAIA.

### **Hollard's service commitment**

Hollard have adopted and support the Code and are committed to complying with it. Please contact us if You would like more information about the Code.

### **How to resolve a complaint or dispute**

#### **Talk to Hollard first**

If You have a complaint, the first thing You or Your insurance broker should do is speak to Hollard.

If the complaint is related specifically to a claim, speak with Your insurance intermediary or insurance broker to discuss the claim with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter, Your insurance intermediary or insurance broker may speak to a manager at Hollard. The manager will usually provide You with a response to the complaint within a reasonable period of time. If the time frame is impractical for any reason, such as the need for more information or further investigation, Hollard will discuss with You alternative time frames. If You are not satisfied with Hollard's response or Hollard cannot agree with You on alternative time frames, You then move on to step 2.

#### **Seek a review**

If the matter is still not resolved Hollard will refer You, the insurance intermediary or insurance broker to the relevant dispute handling department or area who will conduct a review of the dispute and will usually provide You with a response to the dispute within a reasonable period of time. If the time frame is impractical, Hollard will discuss alternative time frames with You.

If You are still not satisfied with Hollard's response to the dispute or Hollard cannot agree on alternative time frames, You then move on to step 3.

#### **Seek an independent review**

You are entitled to seek an external review of Our decision. Hollard will provide You with information about options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Ombudsman for Short-term Insurance (OSTI).

The OSTI is an independent external dispute resolution office and its service is free to Hollard customers. The OSTI will advise You if they can assist.

You can contact the OSTI at:

The Ombudsman for Short-term Insurance

PO Box 32334

BRAAMFONTEIN

2017

Phone: 011 726 8900

Fax: 011 726 5501

Hollard agrees to accept an OSTI decision, however, You have the right to take legal action if the OSTI's decision is unacceptable. The OSTI only accepts resolution under their Terms of Reference.

Further information about Hollard's complaint and dispute resolution procedures are available by contacting us.

## ABOUT YOUR UNDERWRITING MANAGER

### **ITOO Special Risks – Claims under the Commercial Crime and Cyber Insurance (Claims-made basis) section of your policy.**

ITOO Special Risks (Pty) Ltd (ITOO) acts as an Underwriting Manager for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, ITOO may settle all valid claims.

Hollard pays ITOO a binder fee for performing the abovementioned function as well as a share in the profits of the scheme. ITOO is an authorised Financial Services Provider, FSP number 47230, Registration number 2016/281463/07. ITOO has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

ITOO will assist you with any queries on **Commercial Crime and Cyber Insurance (Claims-made basis)** claims. Please call **086 100 4866** on weekdays between 8am and 5pm, and select the reason for your call. Your call will be routed directly to ITOO.

#### Postal address

ITOO Special Risks  
PO Box 87419  
Houghton, 2041

#### Physical address

ITOO Special Risks  
Villa Arcadia  
22 Oxford Road  
Parktown, 2193

Tel:

011 351 5000

Fax:

011 351 8015

Web:

[www.itoo.co.za](http://www.itoo.co.za)

Compliance officer:

Associated Compliance, 011 678 2533, [craig@associatedcompliance.co.za](mailto:craig@associatedcompliance.co.za)

### **Conflict of interests relating to ITOO**

- ITOO receives more than 30% of their income from any insurer.
- ITOO does not have a relationship with any insurer that provides a financial interest other than ownership.
- ITOO does not have a relationship with any other broker or binder holder and/or administrator that provides an ownership or financial interest.
- ITOO does not have a relationship with any distribution channel that provides an ownership, financial interest or support service.
- The Hollard Group has an equity interest in ITOO and Hollard has appointed a non-executive director to the board of ITOO.

Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. A full copy of ITOO's Conflict of Interest Management policy is available on their website at [www.itoo.co.za](http://www.itoo.co.za) or by written request to [info@itoo.co.za](mailto:info@itoo.co.za).

## 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 Your behalf and receipt thereof by or on behalf of Hollard, Hollard agrees to indemnify or compensate You by payment or, at the option of Hollard, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the Sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance Company or insurer participates in this insurance, the expression "Hollard or the Company" will 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 will 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

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

- 1.1.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- 1.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- 1.1.3
  - 1.1.3.1 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;
  - 1.1.3.2 insurrection, rebellion or revolution;
- 1.1.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- 1.1.5 any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- 1.1.6 any attempt to perform any act referred to in clauses 1.1.4 or 1.1.5 above;
- 1.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If Hollard alleges that, by reason of clauses 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, or 1.1.7 of this exception, loss or damage is not covered by this policy, the burden of proving the contrary will rest on You.

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

1.3 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 1.3 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, ethnic, 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 Hollard alleges that, by reason of clause 1.3 of this exception, loss or damage is not covered by this policy, the burden of proving the contrary will rest on You.

## 2. Nuclear

Except as regards the Commercial Crime Section, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

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

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

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

## 3. Asbestos exclusion (applicable to the Public Liability and Employers' Liability Sections)

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

- 3.1 legal liability;
- 3.2 loss;
- 3.3 damage;
- 3.4 cost or expense whatsoever; or
- 3.5 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.

## 4. Computer losses

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

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

- 4.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- 4.2 any legal liability of whatsoever nature;
- 4.3 any consequential loss;

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

1. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or
2. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date; or

3. to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or program; or
4. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or program or interference.

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

#### **Special Extension to General Exception 4**

1. Loss or destruction of or damage to the insured property by fire, explosion, lightning and earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability or Motor Sections 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:

- 1.1 storm, wind, water, hail or snow excluding damage to property:
  - 1.1.1 arising from its undergoing any process necessarily involving the use or application of water;
  - 1.1.2 caused by tidal wave originating from earthquake;
  - 1.1.3 in the underground workings of any mine;
  - 1.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
  - 1.1.5 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
  - 1.1.6 being retaining walls unless specifically insured as a separate item in the Schedule;
- 1.2 aircraft and other aerial devices or articles dropped therefrom;
- 1.3 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.

2. General Exception 4 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 1. above.
3. 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.
4. This Special Extension shall not apply to any Public Liability indemnity.

#### **5. Cyber exclusion**

- 5.1 This Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - 5.1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of point 5.2 below;
  - 5.1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of point 5.2 below.
- 5.2 Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover:
  - 5.2.1 loss, damage, liability, cost or expense directly caused by, resulting from, or arising out of physical loss and/or physical damage to tangible property insured under this Policy and any Time Element Loss directly resulting from physical loss and/or physical damage;



- 5.2.2 physical loss and/or physical damage to Data Processing Media for which the basis of valuation shall be the cost of the blank Data Processing Media plus the costs of repairing, replacing or restoring the Data from back-up or from originals of a previous generation (these costs will not include research and engineering). If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media (however, this Policy does not cover any amount pertaining to the value of Data to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled);

where such physical loss and/or physical damage is directly occasioned by otherwise covered perils under this Policy and not otherwise excluded under this Policy.

Meaning of words:

1. **"Computer System"** means any computer, hardware, software communications system, electronic device, (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.
2. **"Data"** means information facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
3. **"Time Element Loss"** means business interruption, contingent business interruption or any other consequential losses.
4. **"Data Processing Media"** means any property insured by this insurance agreement on which Data can be stored but not the Data itself.

## 6. **Damage or loss causes directly or indirectly by Infectious or contagious disease**

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

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

irrespective:

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

## 7. **Non-physical damage Business Interruption and Contingent Business Interruption exclusion**

Notwithstanding any specific provision of a specific section of this policy including any exclusion, condition, exception, insured peril, extension or other provision not mentioned herein which specifically overrides a general exclusion, this policy does not cover any loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of any Business Interruption or Contingent Business Interruption cover unless as a result of physical damage as per the Defined Events stated under the Business Interruption Section of this policy.

All sections and extensions that provide for such loss, damage/s, costs or expenses are hereby deleted in their entirety.

## 8. **Electricity Grid Failure exclusion**

Notwithstanding any provision of any section of this Policy including any Exclusion, Condition, Exception, Insured Peril, Extension or other provision not mentioned herein, this Policy does not cover any loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, attributable to, arising out of, resulting from, following or in any way in consequence of or in connection with any Electricity Grid Failure (as defined below).

**Electricity Grid Failure** is an interruption to or suspension of electricity supply, in any manner, from whatsoever source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.

This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity Grid Failure including, but not limited to, the disruption of water, telecommunications and sewage systems as well as the deterioration of stock, food or other items.

This exclusion does not apply to Loadshedding (defined below) which remains covered subject to the remaining terms and conditions set out in the policy.

**Loadshedding** is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured implemented in phases which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.

The theft covers of the policy have security requirements, such as alarm systems. It must be noted that there is no cover in place if these requirements are not met in any way, whether directly or indirectly due to Electricity Grid Failure. The Provision in the alarm warranty that states “cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.” is deleted should such unavailability of electricity be as a result of Electricity Grid Failure.

## GENERAL CONDITIONS

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

### 1. Other insurance

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

### 2. Cancellation

#### 2.1 Notice

This Policy, Policy Section or item may be cancelled at any time by the:

- 2.1.1 Company giving 31 (thirty one) days' notice in writing (or such other period as may be mutually agreed) or
- 2.1.2 the Insured giving immediate notice.

#### 2.2 Pro-rata premiums

On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum premium for the period the Policy, Policy Section or item has been in force. On cancellation by the Company, the Insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to General Condition 5.

#### 2.3 Premium refund

The Company will not refund the Insured upon cancellation of the Policy, Policy Section or item for the remainder of the period of insurance up to renewal if the maximum amount stated in the Schedule for such property or Section is settled in terms of a claim.

This General Condition shall apply whether the Insured gave instruction for cancellation or the Company, for whatever reason.

### 3. Premium payment

#### 3.1 Where the premium is paid quarterly, bi-annually or annually

The premium is due and payable on or before the inception date or renewal date, as the case may be, but must be paid within 31 (thirty one) days. The Company shall not be obliged to accept premium tendered to it more than 31 (thirty one) days after the inception date or renewal date as the case may be, but may do so upon such terms as it, at its sole discretion, may determine.

#### 3.2 Where the premium is paid monthly

The premium is due and payable on or before the inception date or the first day of each month thereafter, as the case may be. If the premium has not been paid for any reason other than the Insured having stopped payment, the Company will re-debit in the following month for two months' premium. If the full double premium has not been paid, the policy will be cancelled from the due date of the first unpaid premium.

If a claim occurs within the month that the premium is unpaid and the Company is awaiting the double debit. No claim will be settled until such time that the Company can confirm that the full premium is received.

### 4. Adjustment of premium

If the premium for any section of this policy has been calculated on any estimated figures, You will, after the expiry of each period of insurance, furnish Hollard with such particulars and information as Hollard may require for the purpose of recalculation of the premium for such period. Any difference will be paid by or to You, as the case may be.

### 5. Prevention of loss

You will take all responsible steps and precautions to prevent accidents or losses. You are also required to comply and adhere to laws and regulations, by-laws and rules which are material to the risk. You warrant that all laws, regulations by-laws and rules that apply to the business or any other matter for which cover is provided in terms of the Policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date this Policy is issued, or are enacted after that date) shall be adhered to at all times.

### 6. Claims

#### 6.1 Notice

You shall on the happening of any event which may result in a claim under this Policy, at their own expense:

- 6.1.1 give notice thereof to The Company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;
- 6.1.2 shall as soon as practicable after the event or such further time as The Company may in writing allow, submit to The Company a claim in writing and give The Company such proof, information and sworn declarations as The Company may reasonably require;
- 6.1.3 shall immediately after the event inform the Police of any claim involving criminal behaviour or (if required by The Company) loss of property and take all practical steps to discover the guilty party and to recover the stolen or lost property;
- 6.1.4 shall preserve all property following a loss.

#### 6.2 Unlawful use, theft, loss or malicious damage to property

In the event of any claim involving unlawful use of a motor vehicle or any theft or loss or malicious damage to property, the Insured or the person in whose control or under whose custody such articles are, shall immediately report the occurrence to the Police in the area where the loss has occurred and take all possible steps to trace the guilty party and to recover the stolen or lost property.

#### 6.3 Injuries

In respect of any claim for personal injury under this Policy where such cover is granted all certifications, information and evidence required by the Company shall be furnished at the expense of the Insured and an injured person shall as often as required by the Company submit to medical examination at the Company's expense. The Company shall in the case of death be entitled to have a post mortem examination carried out.

#### 6.4 Legal processes

The Insured shall immediately advise the Company of any impending prosecution or inquest and forward to the Company immediately any notice of claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

#### 6.5 No admission of liability

The Insured shall not incur any expense (except as specifically provided for in this Policy) in making good any damage without the written consent of the Company, and shall not negotiate, pay, settle, admit or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without prior written permission from the Company.

#### 6.6 Limitation of liability

The Company shall not be liable under more than one Section or Extension (optional or otherwise) of this Policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage except where cover is granted for Personal Accident, Stated Benefits or Group Personal Accident Benefits.

#### 6.7 Prescription period

##### 6.7.1 Expiry of claim

No claim shall be payable after expiry of 24 (twenty four) 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;

PROVIDED THAT:

this Condition shall not apply to claims under Sections (if applicable):

1. Business Interruption;
2. Fidelity Guarantee;
3. Stated Benefits or Group Personal Accident including Personal Accident (assault) under Money.

##### 6.7.2 Rejections

No claim shall be payable unless the Insured claims payment by serving written notice to the Company within 90 (ninety) days of the rejection. Should the rejection still not be resolved, the Insured will have an additional 180 (hundred and eighty) days to pursue such legal proceedings to finality.

#### 6.8 Recovery

- 6.8.1 If, after payment of the claim in respect of lost or stolen property, such property is located or recovered, the Insured shall render all assistance in the identification and in the physical recovery of such property.
- 6.8.2 The Company shall pay for the reasonable cost in identifying such property.
- 6.8.3 Failure to assist the Company in the recovery of the said property, the Insured shall become legally liable to repay the Company all payments and expenses in respect of the claim.
- 6.8.4 If the property was successfully recovered the Company will be the rightful owner of the property.
- 6.8.5 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

#### 7. Company's rights after an event

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

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

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

7.3 In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Company shall thereafter not be under further liability in respect of such event.

## 8. Deliberate or fraudulent acts in making a claim

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be voided or cancelled at the Company's discretion from the date of any fraudulent conduct:

8.1 if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any Insured event under this Policy is occasioned by the Insured's intentional conduct or that of any person acting on the Insured's behalf or with the Insured's connivance; or

8.2 if any fraudulent information and/or document, whether created by the Insured or any other party is provided to the Company by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or

8.3 if the quantum of any claim is deliberately exaggerated by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, the Insured shall repay to the Company all amounts which the Company may have previously settled in respect of all claims forfeited without prejudice to the Company's right to recover any other damages which the Company may have suffered as a result of the fraudulent conduct.

## 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, You will pay an 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 will apply individually to each of the risks insured and not collectively to them so that any breach will 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 will give any rights to any person other than You. Any extension providing indemnity to any person other than You will not give any rights of claim to such person, the intention being that You will claim on behalf of such person. Your receipt will in every case be a full discharge to Hollard.

## 12. Collective insurance

If this insurance is a collective insurance then the following amendment is made to General Condition 6.1 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:

Company's rights after an event:

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

### 13. Value-added Tax (VAT)

#### 13.1 Definition

VAT means the amount of value-added tax payable by You or Hollard to the revenue authorities in the Republic of South Africa.

#### 13.2 VAT-inclusive condition

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

Subject to such sums/limits of indemnity being adequate to embrace the amounts described under 13.1 and 13.2 above, Hollard will, to the extent that You are accountable to the tax authorities for value-added tax in respect of any payment in terms of this Policy, include the amount of such tax in the final settlement of any claim in terms of the Policy;

PROVIDED THAT:

provided that the total amount payable for any defined event and the value-added tax related thereto will not exceed the sum insured/limit of indemnity set against such defined event.

In circumstances referred to herein under which the Insured is required to bear the first amount of any loss (excess), such amount shall also be inclusive of value-added tax in like manner to the sum insured/limit of indemnity referred to above. Furthermore, in the event of a change in the rate of VAT during the period of insurance, sums insured, limits of indemnity and, if appropriate, premiums will be adjusted automatically.

### 14. Consent to disclosure of private information

- 14.1 You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies, assess risks fairly, to reduce the incidence of fraudulent claims with a view to limiting premiums and to conduct surveys.
- 14.2 On behalf of Yourself and on behalf of anyone You represent herein, You hereby waive any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by You, or on Your behalf.



- 14.3 You consent to such information being processed and stored in a shared database and used as set out above.
- 14.4 You also consent to such information being disclosed to any insurer or its agent.
- 14.5 You further consent to any underwriting information being verified against legally recognised sources or databases.
- 14.6 You agree that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

## 15. Interest on payments

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

## 16. Law and legal jurisdiction

Any dispute between You and Hollard in connection with or arising out of the Policy will be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of South Africa.

You undertake that You will not institute any action against Hollard nor bring joinder proceedings against Hollard in the Court of any country other than the Republic of South Africa.

## 17. Change of interest/disclosure/non-disclosure/misrepresentation/misdescription

- 17.1 Before the Insured enters into a contract of insurance with an insurer, the Insured has a duty to disclose to the insurer every matter known, or that the reasonable person in a similar position could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.
- 17.2 The Insured has the same duty to disclose those matters to the Company before the Policy is renewed, extended, amended or reinstated.
- 17.3 Failure to comply with the duty of disclosure, the Company may be entitled to reduce its liability under the Policy in respect of a claim or may void the Policy from the date of the material change of risk or nondisclosure.
- 17.4 Further, the cover provided by this Policy shall be void with respect to any item insured:
  - 17.4.1 to which any alteration after the commencement of this insurance takes place;
  - 17.4.2 whereby the Insured's interest ceases except by will or operation of law; unless notice has been given to the Company in writing as soon as practicable after such alteration and an additional premium paid if required.
- 17.5 Misrepresentation or misdescription 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 or misdescription.

## 18. Alterations to the business

- 18.1 The Insured must immediately advise the Company in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties.
- 18.2 The definition of change referred to in 18.1 shall include but not be limited to:
  - 18.2.1 changes in the name of the Insured or directors or partners;
  - 18.2.2 changes to the address or location of the business;
  - 18.2.3 changes in the nature of the business activities, trade or occupation;
  - 18.2.4 alterations in construction of the premises;
  - 18.2.5 new business products not previously disclosed to the Company;
  - 18.2.6 change of tenants if the insured property is leased out;
  - 18.2.7 additional premises occupied.
- 18.3 The Company may at its own discretion:
  - 18.3.1 adjust the premium or terms of the Policy;
  - 18.3.2 require additional Terms, Conditions or Provisions;
  - 18.3.3 cancel the Policy in accordance with the General Condition 3 of the Policy.

**19. Insurable Interest**

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

**20. Detention, confiscation and forfeiture**

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

**21. Theft by false pretences and fraud**

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

**22. Sanction limitation and exclusion**

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

**23. Policy Wording and Schedule**

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

**24. Defective design, lack of maintenance and cost of maintenance**

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

**25. Gradual deterioration, wear and tear**

The Company shall not be responsible to pay for gradual deterioration and/or wear and tear to property stated in the Schedule which occurs over a period of time.

**26. Delay of cover**

26.1 No Section of this Policy will provide cover against loss or damage during the first 48 (forty eight) hours from commencement of the Policy caused by:

- 26.1.1 bush- or grass fire;
- 26.1.2 a named cyclone or cautionary in which warning was given of a potential tsunami.

26.2 This General Exception does not apply if this Policy cover directly follows a previous Policy Section that covers the same event without a break in cover.

**27. Obsolescence in the event of loss of or damage to:**

- 27.1 electronic motors;
- 27.2 telephonic communication equipment;
- 27.3 security control equipment (inclusive of cameras);
- 27.4 alarm and detection systems;
- 27.5 TV aerials including television transmission or reception equipment;



- 27.6 closed circuit cameras and monitors;
- 27.7 or any accessory or attachment relating thereto;

being the subject of a claim as insured for which there is no immediate replacement; or for which the agency or supplier in South Africa has discontinued the importation of such equipment; and provided that such equipment is not repairable, then such equipment will be considered obsolete.

In the event of the equipment being considered or declared obsolete, then at the option of the Company the basis of the indemnity will be cash-in-lieu and will be the original purchase or replacement costs thereof less a rate of depreciation based on an accumulative rate of 15% (fifteen percent) per annum, as from the date of purchase or installation, excluding labour and installation costs.

## **28. Dye-lots, patterns and textures clause**

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

## **29. Changes in Premiums and Conditions**

The Company reserves the right to change or increase premiums from time to time or to amend the Terms, Conditions and Exclusions of cover in respect of the Policy subject to 31 (thirty one) days' notice in writing.

## **30. Average**

This Condition shall apply to the following Sections of this Policy:

- A. Buildings but not applicable to accidental damage to sanitary ware;
- B. Business Interruption;
- C. Office Contents but not applicable to accidental damage to sanitary-ware;
- D. Electronic Equipment

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.

## **31. Medical expenses benefit**

The medical benefit included in any Section of this Policy does not provide the benefits of a medical scheme and is not a substitute for a medical scheme membership.

## **GENERAL PROVISIONS**

### **1. 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 8 Claims or to substantiate the amount of any claim;

PROVIDED THAT:

the liability of the Company for such costs shall not exceed R250 000 (two hundred and fifty thousand rand) for each and every occurrence and in the annual aggregate applicable to all Sections cumulatively claimed under.

Additional cover may be purchased per Section in which case the limit stated in the Schedule will be over and above the automatic cover provided under this Provision.

### **2. Payments on account**

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

**3. 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 will be reduced by the First amount payable shown in the Schedule for the applicable defined event.

**4. Members, directors, partners or employees**

Wherever the word "members, directors, partners or employees" appears in the wording it is deemed to include "trustees".

**5. Meaning of words**

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

**6. Holding covered**

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

**7. Schedule sums insured blank**

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

- 7.1 left blank or has no monetary amount stipulated against it;
- 7.2 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.

**8. 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 Sub-Section of this Policy that the Company's rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the insured property.

**9. Security guard**

This Provision shall apply individually to the following Sections of this Policy:

- A. Buildings;
- B. Office Contents;
- C. Business All Risks;
- D. Electronic Equipment.

The Company will compensate the Insured for the employment of guards necessary to protect the insured property following the occurrence of a defined event, but not exceeding R10 000 (ten thousand rand) for each event.

**10. Malicious damage**

This Provision shall apply to the following Sections of this Policy:

- A. Buildings;
- B. Office Contents.

The Company shall pay for 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 to the property insured and stated in the Schedule;

PROVIDED THAT:

this Extension does not cover:

- 1. damage related to or caused by fire or explosion;
- 2. loss of or damage to property for which indemnity is available in terms of the Theft Section of the Policy;

3. consequential loss or damage or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
4. damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
5. damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
6. damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision 1, 2, 3, 4, 5 or 6 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 31 (thirty one) 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 31 (thirty one) consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

## 11. Fire-extinguishing charges

This Provision shall apply to the following Sections of this Policy:

Section	Limit of Indemnity	First Amount Payable
Buildings	Reasonable cost not exceeding 20% of the sum insured	R1 000
Office Contents	Reasonable cost not exceeding 20% of the sum insured	R1 000
Motor	R10 000	R500
Electronic Equipment	R10 000	R500

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 the Section;

PROVIDED THAT:

the Insured is legally liable for such costs and the insured property was in danger from the fire.

## 12. Subsidence and landslip (limited cover)

This Provision shall apply to the following Sections of this Policy:

- A. Buildings;
- B. Office Contents.

These Sections are extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof provided that such loss or damage is not caused by or does not arise from:

1. normal settlement, shrinkage or expansion of the land supporting the insured property;
2. alterations, additions or repairs to the building(s);
3. compaction or infill;
4. defective or faulty design, materials or workmanship;
5. excavations other than mining operations;
6. contraction and/or expansion of soil, clay or similar types or moist or damp;
7. removal or weakening of support to the insured property.

The Company will not be liable for:

1. loss of or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls unless the insured building(s) are damaged at the same time by the same event;

2. loss of or damage to solid floor slabs or any part of the insured property resulting from the movement of such slabs unless the foundation supporting the external walls of the insured building(s) are damaged by the same cause at the same time;
3. consequential loss whatsoever;
4. damage existing at commencement of cover.

The Company will not be liable for work necessary to prevent further loss or damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the insured property and any subsequent additions thereto.

The Insured will be responsible for the first R2 500 (two thousand five hundred rand) of each and every occurrence giving rise to a claim.

If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

**13. Power surge**

The power surge clause is removed from the General Provisions and inserted to each of the following Sections:

- A. Buildings;
- B. Office Contents;
- C. Accidental Damage;
- D. Business Interruption.

In the event of loss of or damage to the insured property due to an unexpected, temporary increase in the current or voltage of an electrical circuit, the Company shall indemnify the Insured up to R100 000 (one hundred thousand rand), in the aggregate, for each and every occurrence or series of losses from one event;

PROVIDED THAT:

1. the Insured shall be responsible for the first 10% (ten percent) with a minimum of R2 500 (two thousand five hundred rand) for each and every claim; or
2. if the Insured can prove to the satisfaction of the Company that a SANS (South African National Standard) approved surge protector is installed, then the deductible mentioned in 1. above shall be waived;
3. loss or damage following a direct lightning strike to the insured property is excluded.

Subject to the Definitions, Provisions, Specific Exceptions, Terms and Conditions in these Sections.

**14. Ombudsman**

In the event the Insured feels that they have not been dealt with fairly under this Policy or wishes to make a complaint and such complaint has not been dealt with by the Company to the Insured's satisfaction, the Insured may refer such complaint to the Ombudsman for Short-term Insurance, if applicable. The Insured may contact their representative broker, administrator or the Company to obtain the details of the Ombudsman.

**15. Period of insurance**

If the period of insurance (other than a first period of insurance) is for a period of less than 12 (twelve) months then the following amendments are made to the policy:

Section	Reference	Amendment
General	Adjustment of Premium	The words "each period of insurance" are amended to read "each period of twelve consecutive months from the inception date or anniversary date"
Buildings	Specific Condition b) in Stock Declaration Conditions	
Business Interruption	Deposit Premium Clause	
Accounts Receivable	Adjustment Clause	
Motor	Premium Adjustment Clause	
Buildings	Capital Additions Clause	If the period of insurance is more often than quarterly then the words "each quarter" are amended to read "each month"
Office Contents		

Section	Reference	Amendment
Commercial Crime	Reduction/Reinstatement of sum insured Extension	The words "annual premium" are amended to read "12 (twelve) times the monthly premium" for policies with monthly periods of insurance and "4 (four) times the quarterly premium" or "2 (two) times the bi-annual premium" for policies with quarterly or half-yearly periods of insurance respectively.
Commercial Crime	Defined Event	In addition to the defined events the following is added:  The amount payable during any one period of 12 (twelve) consecutive months from inception or anniversary date will not exceed the sum insured stated in the Schedule at the said inception or anniversary date as the case may be (or double the sum insured if the "Reduction/Reinstatement of sum insured" Extension applies).  If the sum insured is increased the 12 (twelve) consecutive months applies from the anniversary date.  Any reinstatement between the date of increase and the anniversary date will not exceed twice the sum insured.

## 16. Locks and keys

This Provision shall apply to the following Sections of this Policy:

- A. Buildings;
- B. Office Contents;
- C. Money.

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 following upon the disappearance of any key or following upon the Insured having reason to believe that any unauthorised person may be in possession of such key or a duplicate of such key of:

- 16.1 any receptacle; or
- 16.2 the office premises;
- 16.3 after theft has taken place and the Company accepted liability for such claim;

PROVIDED THAT:

- 1. the premises is stated in the Schedule;
- 2. the liability of the Company shall not exceed R5 000 (five thousand rand) in terms of 16.1, 16.2 or 16.3 or R10 000 (ten thousand rand) in the aggregate any one event.
- 3. the Insured shall be responsible for the first R500 (five hundred rand) each and every claim.

## 17. Property under construction or alteration

Property insured by this Policy in the course of erection and/or completion and/or alteration, until final completion of the contract, shall not exceed R2 500 000 (two million five hundred thousand rand);

PROVIDED THAT:

this Exception shall not apply in respect of damage to:

- 1. any section of incomplete property which has been handed over for use by the Insured and that has been satisfactorily tested and commissioned;
- 2. existing insured property caused by a Defined Event not otherwise excluded by this Policy.

## 18. Warranties and endorsements

If cover is subject to a specific warranty(ies) or requirement(s) or the premium was reduced as a result of receiving a discount for precautionary measures taken on any Section of this Policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, the Company may reject the claim.

## BUILDINGS

### SUB-SECTION A – PROPERTY

#### DEFINED EVENTS

##### 1. Damage by the perils described

Damage to the whole or part of the property described in the Schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by:

1. Fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
6. special perils:
  - 6.1 Storm, wind, water, hail or snow but excluding damage to property:
    - 6.1.1 arising from its undergoing any process necessarily involving the use or application of water;
    - 6.1.2 caused by tidal wave originating from earthquake;
    - 6.1.3 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
    - 6.1.4 being retaining walls unless specifically insured as a separate item in the Schedule;
  - 6.2 aircraft and other aerial devices or articles dropped therefrom.
  - 6.3 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.

#### PROVIDED THAT:

This Defined Event (special perils) does not cover:

1. wear and tear and gradual deterioration
2. damage caused or aggravated by:
  - 2.1 subsidence and landslide;
  - 2.2 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby exceeding R50 000 (fifty thousand rand);
  - 2.3 your failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any damage;
  - 2.4 mildew, damp, rise in the underground water table, rising damp, rust, corrosion or rot;
7. Theft (or any attempt thereat) accompanied by the use of force and or the forcible and violent entry into or exit from such building or property.
  - 7.1 If any building insured or containing Your property (provided that for the purpose hereof if the building comprises of two or more parts or units then each unit will be regarded as a separate building for the purposes of this clause) becomes unoccupied for 31 consecutive days, this item is suspended as regards the property affected unless You obtain the written agreement of Hollard to continue this insurance before the occurrence of damage.
  - 7.2 During the period of the initial unoccupancy of 31 consecutive days You will become a co-insurer with Hollard and will bear a rateable proportion of any damage equal to 20% of the claim before deduction of any First amount payable.

8. Accidental damage to sanitary-ware and fixed glass, such as fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and veranda's, fixed wash-basins, pedestals, sinks, lavatory pans, splash backs and cisterns (but excluding chipping, scratching and other disfiguration) forming part of the building up to R50 000 (fifty thousand rand), for each and every incident of such damage and the Insured shall be responsible to pay the first R1 000 (one thousand rand). Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
9. In addition to any payment in respect of a defined event, Hollard will indemnify You in respect of the cost of replacing aerials and satellite dishes caused by accidental breakage or collapse thereof:

PROVIDED THAT:

1. the liability of Hollard shall not exceed R5 000 (five thousand rand) or R10 000 (ten thousand rand) in the aggregate per event;
  2. You shall be responsible for the first R500 (five hundred rand) each and every claim.
10. Sudden and unforeseen bursting and overflowing of water or oil from tanks, apparatus or pipes including any fixed water or oil-fired heating installation including damage to tanks, apparatus or pipes BUT excluding all damage as a result of wear and tear and gradual deterioration, whether visible or concealed, and excluding geysers which are more specifically insured under The Geyser All Risks Section.

PROVIDED THAT:

1. the Company shall not be liable to pay for loss or damage:
  - 1.1 caused by, or aggravated by, wear and tear, rust, decay or gradual deterioration;
  - 1.2 caused by cracking or splitting of the unit;
  - 1.3 as a result of faulty material or workmanship, inherent device and latent defects or faulty or defective design;
  - 1.4 recoverable in terms of manufacturer's warranty;
  - 1.5 loss or damage as a result of failure or deliberate withholding of supply of water or electricity or fuel;
2. the Company's liability shall not exceed R12 500 (twelve thousand five hundred rand) per event;
3. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R1 000 (one thousand rand) for each and every claim.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

11. Such additional perils as stated in the Schedule to be included
12. shade nets and canopies
  - 12.1 the Company will pay for loss or damage to shade nets and canopies in the open at the premises and included in the sum insured caused by hail, wind, snow or storm up to R50 000 (fifty thousand rand) for each and every event;

PROVIDED THAT:

1. the Condition of average shall apply;
2. the Insured shall be deemed to be Co-Insurer on the basis stated in the table below:

Age of shade nets	% of Co-insurance	Age of shade nets	% of Co-insurance
Up to 1 year	10%	Up to 4 years	60%
Up to 2 years	25%	Up to 5 years	80%
Up to 3 years	40%	Older than 5 years	100%

- 12.2 Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.



## DEFINITION OF PROPERTY

All the buildings insured and described in the Schedule 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 (including but not limited to, television and radio aerials, satellite dishes and masts, close circuit TVs and cameras, fire extinguishing equipment, lightning conductors, fixed air conditioning units, ventilator fans and geysers (including solar geysers and solar geyser heating panels), fixed filtration plant, water-pumping machinery, electronic gate motors, garage door machinery or burglar alarm systems), walls (except dam walls), gates, posts, fences, and tarred or paved roads, driveways, paths or parking areas.

## SUB-SECTION B – PUBLIC SUPPLY CONNECTIONS

### DEFINED EVENTS

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

## SUB-SECTION C – RENT

### DEFINED EVENTS

Provided that no amount will be payable in terms of this section except in the event of actual physical loss of or damage to insured property, notwithstanding that the insured property may have been deemed to have been destroyed in terms of Section 48 of the Act, and the provisions of that section do not apply in regard to the application or interpretation of this policy.

#### 1. Loss of rent receivable from tenants

Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 30% (thirty percent) of the sum insured applicable to buildings. The basis of calculation shall be the rent payable by You as lessee of the property immediately preceding the damage.

#### 2. Owners as occupiers alternative accommodation

In consequence of the property being so damaged by any of the perils specified in Sub-Section A as to be rendered untenable

2.1 Hollard will indemnify You in respect of the reasonable cost of equivalent alternative accommodation up to a limit of 30% of the sum insured.

Cover is furthermore extended to include:

2.2 Hollard will indemnify You in respect of the reasonable cost of alternative accommodation for live in domestic employees limited to an amount of R15 000 in the aggregate per period of insurance, and

2.3 Hollard will indemnify You in respect of the reasonable cost of alternative accommodation for Your domestic pets limited to R2 500 in the aggregate per period of insurance

The insurance provided herein does not cover any loss which at the time of happening of such loss is insured by or would but for the existence of this policy be insured by any other policy except in respect of any First amount payable beyond the amount which would have been payable under the policy had this insurance not been effected.

## SPECIFIC EXCEPTION

This Section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;
2. consequential loss or consequential damage of any kind whatsoever except as provided in Sub-Section B – Rent;
3. depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay;



4. damage caused by moths, vermin or insects, domestic pets, wild animals or reptiles;
5. negotiable securities such as deeds, bonds, bills of exchange, promissory notes and cheques;
6. manuscripts or documents of any kind;
7. prepaid phone cards or cell phone vouchers;
8. motor vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, caravans, trailers and all fitted accessories;
9. aircraft, pleasure-craft, hang-gliders and their equipment;
10. livestock or other animals;
11. any loss claimable under another clause or section of the policy.

## **SPECIFIC CONDITIONS**

### **Floor coverings**

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

## **CLAUSES AND EXTENSIONS**

### **Architects' and other professional fees**

The insurance under Sub-Section A includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 20% (twenty percent) of the amount payable in respect of such damage;

PROVIDED THAT:

the total amount recoverable shall not exceed the sum insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of Your claim.

### **Capital additions**

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount not exceeding 20% (twenty percent) of the sum insured thereon, it being understood that You undertake to advise Hollard each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### **Cleaning and maintenance equipment**

The insurance under this section of the policy is extended to include cleaning and maintenance equipment owned by You for maintaining and cleaning the premises and kept on said premises;

PROVIDED THAT:

1. Hollard shall not be liable to pay more than R20 000 (twenty thousand rand) any one event or R60 000 (sixty thousand rand) during any one insurance period;
2. You shall be liable for the first 10% (ten percent) of the claim, with a minimum of R500 (five hundred rand) for each claim.

### **Cost of demolition and clearing and erection of hoardings**

The insurance under this section includes costs necessarily incurred by You 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 will not exceed the sum insured on the property affected.

Hollard 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.

### **Costs of removal of fallen or leaning trees**

The insurance under this Section covers costs reasonably and necessarily incurred in removing trees or parts of trees from the insured premises as described in the Schedule that have fallen following a Defined Event as defined under Sub-Section A or leaning trees that are in danger of causing damage to the insured property;

PROVIDED THAT:

1. Hollard's liability will not exceed R10 000 (ten thousand rand) any one occurrence;
2. such costs will be subject to the Hollard's prior written consent;
3. You will be responsible for the first R500 (five hundred rand) in respect of any one occurrence.

### **Escalation/Inflation contingency**

Hollard will pay the additional costs of reinstatement incurred between the time of the loss and actual reinstatement or replacement which are due to escalation costs;

PROVIDED THAT:

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

### **Expenses and medical benefit**

Hollard will pay for medical benefit for accidental bodily injury to any guest or visitor caused by any defect in or on the insured premises;

PROVIDED THAT:

the Liability of the Company in respect of any one occurrence shall not exceed R10 000 (ten thousand rand).

### **Landscaping**

Hollard will pay up to R10 000 (ten thousand rand) per event towards costs reasonably and necessarily incurred by You for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations situated at the grounds of the insured buildings stated in the Schedule;

PROVIDED THAT:

such loss or damage is caused by:

1. fire, explosion or as a result of firefighting operations;
2. any other emergency service operations;
3. impact by vehicles or aircraft or other aerial devices, any deliberate or malicious acts;
4. but excluding theft or attempted theft.

### **Mobility**

In the event of bodily injury, caused by a violent act of theft, attempted theft, hold up or hijacking at the insured premises, or fire, to the owner or member of his family normally residing with the owner, while in the unit or its ground and as a direct result of the incident permanently dependent on a wheelchair for mobility, Hollard will pay You for costs reasonably and necessarily incurred for:

1. a self-propelled wheelchair; and/or
2. alterations to the owners unit at the risk address stated in the Schedule, to facilitate the use of such wheelchair;

PROVIDED THAT:

Hollard's liability for both this Section as well as any other Section where this extension of cover may apply, will not exceed R20 000 (twenty thousand rand) in respect of any one occurrence.

## **Mortgagee**

The interest of any mortgagee(s) in the buildings, improvements, landlord's fixtures and fittings and rent insured only will not be prejudiced by:

1. any act or neglect of the Body Corporate or any of the owners of units as defined in the Act, or
2. any misrepresentation or non-disclosure of any of the owners of units at the time when the insurance is effected or renewed or during the currency thereof, or
3. the alienation of the property, or
4. the occupation thereof for purposes more hazardous than permitted by the policy;

PROVIDED THAT:

1. such act, neglect, misrepresentation, non-disclosure, alienation or occupation will have been effected without the knowledge and privity of the mortgagee(s), and
2. the mortgagee(s) will notify Hollard of the happening or existence of such act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as same comes to his or her knowledge, and
3. the mortgagee(s) will on reasonable demand, pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or have been, assumed by Hollard during the continuance of the Insurance, and
4. any compensation payable in terms of this section will be payable direct to the mortgagee(s) of the particular unit in this section or the aggregate of the amounts due by the unit owner to the mortgagee under the mortgage bonds whichever is less.

PROVIDED FURTHER THAT:

1. all and any amounts becoming payable by Hollard under this section as a result of damage to the buildings, improvements or landlord's fixtures and fittings will unless otherwise resolved or ordered in terms of Section 36 of the Act, be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 36 of the Act that such damage or destruction should not be reinstated the proceeds of any claim applicable to a unit will be made in the first place to the mortgagee(s) of the particular unit up to the value allocated to the particular unit in this section or the aggregate of the amounts due by the unit owner to the mortgagee(s) under their mortgage bonds whichever is less,
2. as regards this clause the specific condition of average will apply to the individual units (excluding the owner's interest in the land) and not to the property as a whole.

## **Motors and pumping equipment**

Hollard will pay, replace or repair for loss of or damage to fixed filtration plant, water-pumping machinery, electronic gate motors, garage door machinery or burglar alarm systems by an insured peril;

PROVIDED THAT:

1. Hollard shall not be liable to pay more than R10 000 (ten thousand rand) any one event or R50 000 (fifty thousand rand) during any one insurance period;
2. You shall be responsible for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) for each claim;
3. Hollard shall not be liable to compensate for:
  - 3.1 automatic pool cleaners;
  - 3.2 loss or damage as a result of wear and tear;
  - 3.3 wear and tear;
  - 3.4 gradual deterioration;
  - 3.5 inherent vice and latent defects;
  - 3.6 any loss or damage recoverable under warranty.

### **Municipal plans scrutiny fee**

The insurance under this section includes municipal plans scrutiny fees;

PROVIDED THAT:

the total amount recoverable under any item will not exceed the sum insured on the property insured so affected.

### **Prevention of access extension to Sub-Section C**

If property within a 10 km (ten kilometre) radius of the premises stated in the schedule is lost or damaged by a peril defined in Sub- Section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this section, Hollard will pay any loss of rent You may incur as a result thereof up to an amount not exceeding 30% of the sum insured on the affected property. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

### **Public authorities' requirements**

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

PROVIDED THAT:

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

### **Railway and other subrogation**

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

### **Reinstatement value conditions**

In the event of the property being damaged, the basis upon which the amount payable is to be calculated will 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 You 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 Your requirements subject to the liability of Hollard not being thereby increased) must be commenced and

carried out with reasonable despatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein will be made;

2. until expenditure has been incurred by You in replacing or reinstating the property, Hollard will 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 Your insured property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then You will be considered as being Your own insurer for the excess and will bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply will be separately subject to this provision;
4. these conditions will be without force or effect if:
  - 4.1 You fail to intimate to Hollard within six months of the date of damage, or such further time as Hollard may in writing allow, Your intention to replace or reinstate the property;
  - 4.2 You are unable or unwilling to replace or reinstate the property on the same or another site.

### **Temporary removal**

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, Eswatini (formerly Swaziland), Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% (twenty percent) 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.

### **Temporary repairs and measures after loss**

The insurance under this Section is extended to include all costs and expenses incurred by You 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 Hollard for such loss or damage and costs and expenses shall not exceed in the aggregate R50 000 (fifty thousand rand).

### **Tenants**

The insurance will not be invalidated by any act or omission on the part of an owner of a unit (except if committed by all owners in concert or except in respect of damage belonging to the owner whose act or omission caused the damage) or a tenant thereof (without Your or the owner's knowledge), provided that You or the owner notify Hollard as soon as such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to Your knowledge and pay on demand the appropriate additional premium from the date any increased hazard will be assumed by Hollard.

### **Water leaks/loss of water**

Hollard will indemnify You for cost of water lost through leakage from pipes in any building, unit or on common property and for which You are responsible to pay;

PROVIDED THAT:

1. Hollard will only indemnify You for the cost of additional water consumption in the event of a quarterly meter reading of water consumption exceeding the average of the previous four quarterly meter readings by 50% (fifty percent) or more;
2. the limit of indemnity in respect of cost of lost water shall not exceed R15 000 (fifteen thousand rand) for any one event or R50 000 (fifty thousand rand) during any one insurance period;

3. it is a condition precedent to liability that You shall, on discovery of a leak (by physical evidence or on receipt of abnormally high water reading indicated on the account), take immediate steps to identify and repair the affected leaking apparatus/pipes;
4. in addition the Company will pay for the cost of identifying water leaks on the premises up to R5 000 (five thousand rand) per event or R10 000 (ten thousand rand) during any one insurance period;
5. in addition the Company will pay the cost of filling up swimming pools or ponds following maintenance or repairs up to R5 000 (five thousand rand) per any one event or R10 000 (ten thousand rand) during any one insurance period;
6. Hollard will not be liable to pay for:
  - 6.1 cost towards remedial action including repairs to affected apparatus/pipes;
  - 6.2 losses as a result of:
    - 6.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;
    - 6.2.2 any deliberate acts by You;
    - 6.2.3 taps or else left open after being used;
    - 6.2.4 any unit left unoccupied for more than 31 (thirty one) days consecutively;
  - 6.3 You will be responsible for the first 10% (ten percent) of the claim, with a minimum of R500 (five hundred rand) for each and every claim.

## **OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**

### **Riot and strike**

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:

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

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

### **Subsidence and landslip (extended cover)**

1. This Section is extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof;

PROVIDED THAT:

such loss or damage is not caused by or does not arise from:

1. normal settlement, shrinkage or expansion of the land supporting the insured property;
2. alterations, additions or repairs to the insured property;

3. compaction or infill;
  4. defective or faulty design, materials or workmanship;
  5. excavations other than mining operations;
  6. contraction and/or expansion of soil, clay or similar types or moist or damp;
  7. removal or weakening of support to the insured property.
2. The Company will not be liable for:
- 2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the building(s) is damaged at the same time by the same event;
  - 2.2 consequential loss whatsoever;
  - 2.3 damage existing at commencement of cover.
3. The Insured will be responsible for the first 5% (five percent) of the claim minimum R5 000 (five thousand rand) of each and every occurrence giving rise to a claim.
4. If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

**Wild baboons and monkeys (buildings)**

Hollard will pay for loss or damage to the building(s) and outbuilding(s) stated in the Schedule caused by wild animals. Wild animals will not be regarded as vermin for the purpose of this cover;

PROVIDED THAT:

1. Hollard will not pay more than the amount stated in the schedule;
2. You shall be responsible to pay the first 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) of each and every claim.

## GEYSERS ALL RISKS

### DEFINED EVENTS

1. Loss of or damage:
  - 1.1 to the geysers and attachments as defined, directly or indirectly caused by or attributed to or arising from rupturing, rust, decay, gradual deterioration, wear and tear, cracking, splitting, inherent vice or latent defect;
  - 1.2 the Insured shall be responsible for the first amount payable stated in the Schedule in respect of each and every event

### DEFINITION OF GEYSER

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

### SPECIFIC EXCEPTIONS

Hollard will not be liable for:

1. loss of or damage directly or indirectly caused by or contributed to or arising from faulty or defective design,
2. consequential loss of any kind whatsoever,
3. loss of or damage directly or indirectly caused by or contributed to or arising from the failure of and/or the deliberate withholding and/or lack of supply of water, gas, electricity or fuel,
4. any item forming part of the geyser and attachments covered by any guarantee,
5. the call out cost to attend to isolated incidents relating to the following without actual geyser related damage:
  - 5.1 ripple relays,
  - 5.2 faulty circuit breakers.

### SPECIFIC CONDITION

#### Installation of geysers

The geyser(s) as defined must be installed in accordance with SANS specification 10254 where applicable and in accordance with the manufacturer's specifications or any other SANS specification applicable. If Hollard alleges the geyser was not installed in accordance to specification You will be responsible for an additional first amount payable of R1 500 (one thousand five hundred rand) of each claim in addition to the first amount payable stated in the schedule.



## OFFICE CONTENTS

### SUB-SECTION A – CONTENTS

#### DEFINED EVENTS

Loss of or damage to the whole or part of the contents (as defined in Definition of contents) described in the Schedule, owned by You or for which You are legally responsible, including alterations by You as tenants to the building and structures, by:

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
6. special perils:
  - 6.1 storm, wind, water, hail or snow but excluding damage to property:
    - 6.1.1 arising from its undergoing any process necessarily involving the use or application of water;
    - 6.1.2 caused by tidal wave originating from earthquake;
    - 6.1.3 in the underground workings of any mine;
    - 6.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
    - 6.1.5 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
  - 6.2 aircraft and other aerial devices or articles dropped therefrom;
  - 6.3 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;

PROVIDED THAT:

this Defined Event (special perils) does not cover:

1. wear and tear or gradual deterioration;
2. damage caused or aggravated by:
  - 2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby exceeding R50 000 (fifty thousand rand);
  - 2.2 subsidence or landslip;
  - 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any damage;
  - 2.4 mildew, damp, rise in the underground water table, rising damp, rust, corrosion or rot;
7. accidental damage to sanitary-ware and mirror glass, plate glass tops of furniture or fixed glass forming part of any article of furniture up to R50 000 (fifty thousand rand) for each and every incident of such damage and the Insured shall be responsible to pay the first R1 000 (one thousand rand);
8. theft;

PROVIDED THAT:

- 8.1 theft was accompanied by visible signs of forcible and violent entry to or exit from the premises or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence;

- 8.2 the Company shall not be liable to pay more than 25% (twenty five percent) of the sum insured.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;

- 8.3 the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) for each and every claim, or the amount stated in the Schedule.

## DEFINITION OF CONTENTS

1. Contents shall mean:
  - 1.1 all contents contained in the office and/or consulting room situated as described in the Schedule but excluding documents as defined in Sub-Section C;
  - 1.2 landlord's fixtures and fittings, the property of the Insured or for which they are legally responsible;
  - 1.3 property owned by any partner or director or employee of the Insured up to R10 000 (ten thousand rand) in the case of any one person or R20 000 (twenty thousand rand) in the aggregate any one event;
  - 1.4 the Company shall not be liable to pay for:
    - 1.4.1 electronic data and processing equipment of any description;
    - 1.4.2 computers and all related hardware and peripherals;
    - 1.4.3 information or data stored in or on any of the equipment defined in 1.4.1 and 1.4.2 or more specifically insurable under the Electronic Equipment Section of the Policy;
    - 1.4.4 copier machines and scanners forming part of a data system or network.
2. Loss of or damage to the whole or part of the property insured under Sub-Section C and the consequences thereof insured under Sub-Section D.
3. Loss and/or expenditure described in Sub-Sections B and E.

## LIMITATIONS

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 EXCEPTION

This Sub-Section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of Sub-Section A), stock in trade, samples, motor vehicles and motor vehicle accessories, money, securities, stamps, jewellery or precious stones;
3. consequential loss.

## SUB-SECTION B – RENT

### DEFINED EVENTS

Loss of rent actually incurred by You 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 will not exceed 30% 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" will 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

### DEFINED EVENTS

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded, up to R50 000 (fifty thousand rand) towards labour and reinstatement cost. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

### DEFINITION

The term 'documents' shall mean:

films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the Insured in the business and owned by them or for which they are responsible, excluding money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds, cheques, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale. The term 'documents' shall include computer software and computer data carrying media unless otherwise stated in the Schedule. The term 'documents' shall also include all of the types of document described above that are in electronic format;

PROVIDED THAT:

duplicate records of such documents are maintained away from the insured premises described in the Schedule.

### LIMITATIONS

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

This Sub-Section does not cover:

1. loss or damage caused by:
  - 1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;
  - 1.2 vermin or inherent defect or by processing, copying or other work upon the documents;
  - 1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others. This Exception shall not apply to any director who is also an employee of the Insured and whom the Insured have the right at all times to govern, control and direct in the performance of his/her work in the service of the Insured and in the course of the business;
2. wear and tear or gradual deterioration;
3. costs involved in re-shooting films and audio-visual material and re-recording audio tapes.

## SUB-SECTION D – LIABILITY DOCUMENTS

### DEFINED EVENTS

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 Hollard under sub-section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because You are required to bear the first portion of the loss. Hollard's limit of liability will not exceed R50 000 (fifty thousand rand). Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

### SPECIFIC EXCEPTION

This sub-section does not cover liability assumed by You under any contract, undertaking or agreement where such liability would not have attached to You in the absence of such contract, undertaking or agreement.

## MEMORANDUM

In respect to sub-section D only, General exception 1 is deleted and replaced by the following:

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

## SUB-SECTION E – INCREASE IN COST OF WORKING

### DEFINED EVENTS

Any additional expenditure not otherwise provided for in this section reasonably incurred by You 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 therefor admitted by Hollard under sub-sections A or C.

The indemnity under this sub-section will not exceed 25% (twenty five percent) of the sum insured on all contents of the office premises affected.

## CLAUSES AND EXTENSIONS

### Alterations and misdescription

The insurance under this section will 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 Hollard as soon as practicable after such event and You agree to pay additional premium if required.

### Capital additions

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding 20% (twenty percent) of the sum insured thereon, it being understood that You undertake to advise Hollard each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### New and additional premises

If You occupies offices or consulting rooms other than those situated as stated in the Schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, 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:

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

### Removal of debris

The insurance under this section is extended to include such reasonable costs and expenses as may be necessarily incurred by You in respect of the removal of debris following loss of or damage to Your property by any peril hereby insured against;

PROVIDED THAT:

the liability of Hollard for such loss or damage and costs and expenses will not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

Hollard 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.

## **Replacement value condition**

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either;

1. 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
2. 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 You will be considered as being your own insurer for the difference and will bear a rateable proportion of the loss accordingly.

## **Temporary removal**

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

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% (twenty percent) 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.

## **Temporary repairs and measures after loss**

The insurance under this Section is extended to include all 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 R50 000 (fifty thousand rand) during any one insurance period.

## **Tenants**

Hollard's liability to You will not be affected by any act or omission on the part of any owner of a building or any tenant (other than You) without Your knowledge. You will, however, inform Hollard 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 Your knowledge and will be responsible for any additional premium payable from the date any increased hazard will be assumed by Hollard.

## **OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**

### **Leakage — first loss**

Damage caused by discharge or leakage from any sprinkler, drencher system or fire-extinguishing installation/appliance.

Where a 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, Provision 2.1 of Defined Event 6 under Sub-Section A to this Section is deleted.

### **Riot and strike**

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:

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

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision 1, 2, 3, 4 and 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

### **Wild baboons and monkeys (contents)**

Hollard will pay for loss or damage to the contents of the building(s) and outbuilding(s) stated in the Schedule caused by wild animals. Wild animals will not be regarded as vermin for the purpose of this cover;

PROVIDED THAT:

1. the Company will not pay more than the amount stated in the Schedule;
2. the Insured shall be responsible to pay the first 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) of each and every claim.

## BUSINESS INTERRUPTION

### DEFINED EVENTS

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

1. the buildings section of this policy,
2. the office contents section of this policy,
3. any other material damage insurance covering Your interest.

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

Hollard will indemnify You in accordance with the provisions of the specification hereinafter set out.

### SPECIFIC CONDITIONS

1. The insurance under this section will 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 Hollard.
2. On the happening of any Damage in consequence of which a claim may be made under this section, You will, in addition to complying with general conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section will, not later than 31 (thirty one) days after the expiry of the indemnity period, or within such further time as Hollard may in writing allow, at Your own expense deliver to Hollard in writing a statement setting forth particulars of Your claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting from them.

No claim under this section will 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 will be repaid to Hollard forthwith.

### ITEM 1: GROSS RENTALS

The insurance under this item is limited to:

1. loss of gross rentals, and
2. increase in cost of working,

and the amount payable as indemnity hereunder shall be:

1. **in respect of loss of gross rentals**  
the amount by which the gross rentals during the indemnity period will in consequence of the Damage fall short of the standard gross rentals;
2. **in respect of increase in cost of working**  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of 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 will 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 (twelve) months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 (twelve) months.

**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 be affected in consequence of the damage.
Gross Rentals	The money paid or payable to You by tenants in respect of rental of the premises and for services rendered.
Uninsured costs	As specified in the schedule (the words and expressions used will have the meaning usually attached to them in Your books and accounts)
Insured standing charges	As specified in the schedule (the words and expressions used will have the meaning usually attached to them in Your books and accounts)

**Memorandum applicable to all definitions:**

If, during the indemnity period, goods are sold or services are rendered elsewhere than at the premises for the benefit of the business either by You or by others on Your behalf, the money paid or payable in respect of such sales or services will be brought into account in arriving at the turnover, revenue or gross rentals during the indemnity period.

<p><i>Standard turnover, standard revenue and/or standard gross rentals</i></p> <p><i>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</i></p>	<p>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.</p>
<p><i>Annual turnover, annual revenue and/or annual gross rentals</i></p> <p>The turnover (revenue) (gross rentals) during the twelve months immediately before the date of the damage</p> <p><i>Rate of gross profit</i></p> <p>The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage</p>	

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.

**Note:** If the damage occurs before the completion of 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.

**CLAUSES AND EXTENSIONS**

**Accountants**

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

**Accumulated stocks**

In adjusting any loss, account will 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

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 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 (twelve)), the amount payable shall be proportionately reduced.

## Deposit premium

In consideration of the premium by gross rentals being provisional in that it is calculated on 75% (seventy five percent) of the sum insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

In the event of the gross rentals earned (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12 (twelve)) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% (seventy five percent) of the sum insured thereon, a pro rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made in respect of the difference.

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

## Output (alternative basis)

At Your option, the term "output" may be substituted for the term "turnover" and, for the purposes of this section, output will mean the sale or transfer value, as shown in Your books, of goods manufactured or processed by You at the premises.

Provided that:

1. only the meaning of output or the meaning of turnover will be operative in connection with any one event resulting in interruption;
2. if the meaning, of output be used:
  - 2.1 the accumulated stocks clause will be inoperative;
  - 2.2 the memo at the end of the definitions will read:

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

## Salvage sale

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

"1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) will, in consequence of the Damage, fall short of the standard turnover, from which sum will be deducted the gross profit actually earned during the period of the salvage sale."

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

**EXTENSIONS TO OTHER PREMISES – confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique.**

Loss as insured by this section resulting from interruption of or interference with the business in consequence of physical Damage (as per the Business Interruption Defined Events) at the undernoted situations or to property as undernoted will be deemed to be loss resulting from damage to property used by You at the premises:

**1. Prevention of access – extended cover (if stated in the Schedule to be included)**

Property within a 10 km (ten kilometre) radius of the insured premises, destruction of or damage to which will prevent or hinder the use of the premises or access thereto, whether Your premises or property therein will be damaged or not;

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rentals or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

For the purpose of this Extension only, "insured premises" shall mean:

- 1.1 the Insured's premises stated in the Policy Schedule;
- 1.2 Extensions to other premises as stated under the Clauses and Extensions of the Business Interruption section being:
  1. Public utilities – insured perils only;
  2. Public telecommunications – insured perils only;

but only if the applicable optional extension has been selected and stated in the Policy Schedule to be included.

**2. Public telecommunications – insured perils only**

- 2.1 Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to You,
- 2.2 the transmission facilities network of the public authority mentioned in 2.1;

PROVIDED THAT:

Hollard will not be liable to pay more than 75% (seventy five percent) of the gross revenue or gross rentals sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

**3. Public utilities – insured perils only**

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

PROVIDED THAT:

Hollard will not be liable to pay more than 75% (seventy five percent) of the gross revenue or gross rentals sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

## MONEY

### SUB-SECTION A

#### DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Eswatini (formerly Swaziland), Zimbabwe, Mozambique and Malawi except if otherwise specified.

PROVIDED THAT:

the liability of Hollard for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause will not exceed the specific limitations stated in the Schedule.

#### DEFINITIONS

Money	Cash, bank and currency notes, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, prepaid vouchers, the property of the Insured or for which they are legally responsible
Receptacle	Any safe, strongroom, strongbox, till, cash register, cash box or other receptacle for money or any franking machine
Clothing	Clothing and personal effects not otherwise insured belonging to You or to any principal, partner, director or employee of Yours

### CLAUSES AND EXTENSIONS

#### Credit/debit cards

The Company will indemnify You against loss as a result of illegal use of any credit, charge, debit or cash card issued in the Your name;

PROVIDED THAT:

1. the card is used by an unauthorised person;
2. the loss is reported immediately to the Police and the registered issuing administrator of the card after the loss of the card is discovered;
3. You complied with all terms and conditions of issue by the registered issuing administrator related to lost or stolen cards;
4. the liability of Hollard shall not exceed R5 000 (five thousand rand) per event or R15 000 (fifteen thousand rand) during any insurance period.

#### Receptacles and clothing

In addition to any payment in respect of a defined event, Hollard will indemnify You in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money;

PROVIDED THAT:

Hollard's liability under this Extension shall not exceed R5 000 (five thousand rand) any one claim.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

#### Seasonal increase

The major limit as stated in the Schedule is increased by 15% (fifteen percent) during the period of 15 December to 15 January or any other period as stated in the Schedule;

PROVIDED THAT:

- Hollard shall not be liable to pay more than 15% (fifteen percent) of the major limit or R25 000 (twenty five thousand rand), whichever is the lesser.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

- You shall be responsible for the first amount payable as stated in the Schedule.

**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:

You shall establish to the satisfaction of Hollard that a skeleton key or device was used.

**SUB-SECTION B – PERSONAL ACCIDENT (assault)**

The term 'defined events' in Sub-Section A 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 You or to any principal, partner, director or employee of You (hereinafter referred to as such person) while such person is acting in the course of his duties in Your employ.

• death	R10 000 (ten thousand rand)
• permanent disability	R10 000 (ten thousand rand)
• medical expenses	R10 000 (ten thousand rand)
• reasonable expenses incurred, up to the sum specified, shall be payable in respect of surgical, dental, nursing home or hospital treatment (including the cost of artificial aid and prostheses and the cost and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 (twenty four) months of the defined event	Hollard shall not be liable to pay more than R15 000 (fifteen thousand rand)

Hollard will pay to You, on behalf of such person or his estate, the sum(s) stated in the above table in the event of bodily injury to such person resulting within 24 (twenty four) calendar months in respect of:

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

**MEMORANDA (applicable to permanent disablement benefits)**

- Hollard shall not be liable to pay in respect of any one such person more than the capital sum.
- This benefit shall not apply to any such person under 15 (fifteen) or over 70 (seventy) years of age.
- After suffering bodily injury for which benefit may be payable under this benefit, such person shall submit to medical examination and undergo any treatment specified. Hollard shall not be liable to make any payment unless this Provision is complied with to its satisfaction.
- General Exception 2 and General Conditions 1 and 9 do not apply to this benefit.
- 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**

- 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 Hollard that he has sustained injury and that such injury has resulted in the death of such person, Hollard will, for the purpose of the insurance, presume his death;

PROVIDED THAT:

if, after Hollard 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 You to Hollard.

### **SPECIFIC EXCEPTIONS (applicable to Sub-Section A)**

Hollard will not be liable for loss of or damage to money:

1. arising from dishonesty of any member, partner, director or person or persons in Your employ 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:
  - 3.1 are obtained by violence or threats of violence to any person;
  - 3.2 are used by the key-holder or some other person with the collusion of the key-holder and You can prove to the satisfaction of Hollard that the key-holder or such other person had used the keys to open the safe or strongroom;
4. in an unlocked safe or strongroom while 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 Hollard that the key-holder 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 while the portion of the premises containing such money is unattended but this exception will not apply if it can be shown to the satisfaction of Hollard 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 You unless a member, partner, director or employee of Yours are actually in such vehicle or, if not in such vehicle, is within 5m (five metres) of it in a position from which the vehicle is clearly visible. This exception will not apply following an accident involving such vehicle rendering the said person incapacitated;
7. while in the custody of any member, partner, director;
8. caused by incorrect electronic fund transfers by or to the insured;
9. caused by cyber crime;
10. in the form of cryptocurrency (a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank).

Specific exceptions 3., 4., 5. and 6. do not apply up to an amount of R5 000 and such losses will not be reduced by any first amount payable.

### **MEMORANDA (applicable to Sub-Section A)**

1. Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director or person in Your employ (such person), as defined under this section, will be subject to a compulsory First amount payable of R5 000 (five thousand rand) or any other amount stated in the Schedule, whichever is the greater.
2. Hollard will 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 Commercial Crime section of the policy or any other fidelity insurance.

### **OPTIONAL CLAUSES AND EXTENSIONS (applicable to Sub-Section A) (if stated in the Schedule to be included)**

#### **Loss of locks, keys, central locking devices and remotes**

In consideration of the payment of an additional premium General Provision 16 is hereby amended to read:

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured building, following upon the disappearance of any key or alarm controller of such building 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:

1. the Company's liability shall not exceed the amount stated in the Schedule; and
2. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) each and every claim.

### **Riot and strike extension**

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

- 1.1 civil commotion, labour disturbances, riot, strike or lockout;
- 1.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with, any occurrence referred to in 1.1 above;

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever;
3. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
4. loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities;
5. loss or damage related to or caused by any occurrence referred to in general exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 Hollard alleges that, by reason of provisos 1, 2, 3, 4 or 5, loss or damage is not covered by this section, the burden of proving the contrary will rest on You.

### **SPECIAL CONDITIONS (applicable to Sub-Section A)**

#### **1. Money in transit**

Unless otherwise stated in the Schedule, Hollard shall compensate You for loss of or damage to money as defined whilst in transit;

PROVIDED THAT:

1. the transit route is by direct journey and uninterrupted to and from the bank;
2. the money is not left in an unattended vehicle;
3. money up to, and including, R20 000 (twenty thousand rand) is carried and under the control of at least one of Your permanent employees;
4. money valued between, and including, R20 001 (twenty thousand and one rand) but less than R30 000 (thirty thousand rand) is carried and under control of at least two of Your permanent employees and split equally between them;
5. money in excess of R30 000 (thirty thousand rand):
  - 5.1 is carried by an approved and professional money handler;
  - 5.2 is carried in a vehicle specifically converted for the purpose of carrying cash;
  - 5.3 the vehicle is equipped with armed guards and linked to a control room; and
  - 5.4 Provision 1, 2, 3 and 4 shall not apply to Provision 5.

You shall be responsible for the first 15% (fifteen percent) of each claim with a minimum of R1 000 (one thousand rand) or the amount stated in the Schedule.

## COMMERCIAL CRIME

### DEFINED EVENTS

Hollard shall indemnify You for losses occurring subsequent to the Retroactive Date stated in the Schedule and during the period of insurance for:

1. loss of money and/or other property belonging to the Insured or for which they are legally responsible stolen by an insured employee;
2. direct financial loss sustained by the Insured as a result of fraud or dishonesty of an insured employee which results in dishonest personal financial gain for the employee concerned;
3. loss sustained by the Insured directly caused by Theft by Computer Fraud;

PROVIDED THAT:

1.
  - 1.1 Hollard is not liable for all losses which occurred more than 24 (twenty four) months prior to discovery;
  - 1.2 all losses are discovered not later than 12 (twelve) months after the termination of:
    - 1.2.1 this section; or
    - 1.2.2 this section in respect of any insured employee concerned in a loss; or
    - 1.2.3 the employment of the insured employee of the last of the insured employee concerned in a loss;
 whichever occurs first;
2. the 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 Hollard beyond the sum insured stated in the Schedule. If the period of insurance is less than 12 (twelve) months, Hollard’s liability is limited to the sum stated in the Schedule during any 12 (twelve) month period of insurance calculated from inception to renewal;
3. this insurance shall operate on an each and every occurrence basis and the liability of Hollard for all losses arising from one occurrence shall not exceed the sum insured stated in the Schedule, whether involving any one Employee or Third Party or any number of Third Parties acting in collusion or independently of each other;
4. where indemnity is provided Hollard shall be limited to only that proportion of the loss which is not payable in terms of the superseded policy;
5. all acts committed by any one person or in which such person is involved or implicated will be considered one event. Each and every occurrence which falls to be dealt with under this insurance will attract one First amount payable as stated in the schedule;
6. the term 'dishonest personal financial gain' shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.

### DEFINITIONS

Collusion	any circumstance where two or more persons are concerned or implicated together, and materially assist each other, in committing an act which gives rise to a Loss
Computer Fraud	the unlawful making with intent to defraud of a misrepresentation by means of access to or use, disclosure, processing, deletion, insertion, amendment, interception or manipulation of the information, data, software or systems of the Insured or of any banking institution holding controlling or otherwise dealing with money or property of the Insured or for which the Insured is legally responsible which is initiated, implemented or completed electronically by use of a computer



Discovered	immediately when You or any of Your members, officers, partners or trustees become aware of any act or fact that gives reasonable grounds to believe that a Loss has been suffered or may be incurred even though the exact amount or details of the Loss may not be known at the time that it is discovered
Employee	<p>any natural person whilst in Your regular service and whom You compensate by payment of salary, wages and/or commissions and whom You have the right to govern control and direct the performance of such service.</p> <p><b>The term Employee will include:</b></p> <ol style="list-style-type: none"> <li>1. part time and temporary Employees performing the duties of an Employee for You and provided by an employment and/or recruitment agency under a written contract of supply;</li> <li>2. any director of Yours whilst performing acts within the scope of the usual duties of any Employee;</li> <li>3. any person while hired or seconded from any other party into the service of Yourself and specifically declared to Hollard, whom You have the right at all times to govern control and direct in the performance of work done in the course of Your business;</li> <li>4. any external contractor, such as but not limited to security guards, specifically declared to Hollard, whom You have the right at all times to govern control and direct in the performance of work done in the course of Your business;</li> <li>5. students, volunteers or persons employed by You on youth training or work experience schemes;</li> <li>6. any trustee of Yours, whilst performing acts within the scope of the usual duties of any Employee, of any pension fund, provident fund or benefit fund established by You for the benefit of its Employees;</li> <li>7. scheme executive;</li> <li>8. employee or agent of a community scheme who has control over the money of a community scheme;</li> <li>9. managing agent; or</li> <li>10. contractor, employee or other person acting on behalf of or under the direction of a managing agent, who in the normal course of the community scheme's affairs has access to or control over the monies of the community scheme.</li> </ol>
Loss	<p>actual and direct financial loss of money, monetary funds, negotiable instruments or corporeal tangible property belonging to You or for which You are responsible.</p> <p>PROVIDED THAT:</p> <p>Loss will not include:</p> <ol style="list-style-type: none"> <li>1. salaries, fees, commissions, bonuses, promotions, profit share, pensions or any other benefits paid or payable by You in the normal course of employment;</li> <li>2. a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non- performance by a debtor, the adverse consequences of a business or trade risk or venture or other speculative enterprise or investment, or the provision or receipt of any suretyship or other security</li> </ol>
Managing Agent	a person or company and its employees with delegated functions, appointed by the body corporate or the company, to control, manage and administer the business or affairs of the body corporate or the company. The appointment must be a written contract between the managing agent and the body corporate or the company
Theft	the dishonest appropriation of money, monetary funds or property with the intention to steal
Third Party	any party who is not a director, partner, officer, trustee or Employee of You and including any person who is specifically excluded from the definition of Employee as provided for in this Policy



## SPECIFIC EXCEPTIONS

1. The Company shall not be liable for:
  - 1.1 loss resulting from or contributed to by any Defined Event by:
    - 1.1.1 any partner in or of You to the extent that such partner would benefit by indemnity granted under this Policy;
    - 1.1.2 any principal, director or member of You unless such principal director or member is also an employee;
    - 1.1.3 any employee from the time You shall become aware that such employee has committed any fraud or dishonesty;
    - 1.1.4 any managing agent which doesn't hold a valid Fidelity Guarantee and Professional Indemnity Insurance policy.
  - 1.2 any consequential losses of any kind following losses referred to under defined events.
2. Loss caused from the time that You have Discovered that an Employee or Third Party, whether acting alone or in Collusion, has committed Theft, fraud, dishonesty or any similar or like act or acts which would give rise to an indemnity under this Policy.
3. Fines, penalties, taxes or punitive damages of any nature.
4. Unintentional acts, errors or omissions by You, Your Employees, directors, officers, partners, shareholders or members.
5. In respect of Defined Events, any Loss arising from or relating to, whether directly or indirectly:
  - 5.1 any act or acts involving credit agreement, extension of credit, hire purchase agreement, loan, loan transaction, lease or rental agreement, invoice, account, an agreement or acknowledgment or evidence of debt, payments made or withdrawals from any customer account involving items which are not finally paid for any reason; or
  - 5.2 any act or acts involving trading or dealing in shares, stocks, equities, bonds, unit trusts, securities, commodities, derivatives, foreign exchange, debentures, or in respect of any of the foregoing any like or similar instrument;

Unless in respect of such Loss, You can prove that such act or acts were committed by an Employee with the clear and unequivocal intention to cause You a Loss and results in a dishonest personal financial gain for that Employee or any other person or entity, or was committed with the manifest intent or the clear and unequivocal intent to result in a dishonest personal financial gain for the Employee or other person or entity.
6. Loss of, or arising from the accessing of, any confidential or proprietary information including but not limited to trade secrets, know how, intellectual property including but not limited to patents, copyrights and trademarks, computer programs or customer information.
7. Loss or damage caused by fire or arising from the malicious, wilful or wanton acts of Employees which are coverable under a fire insurance policy or similar insurance.
8. Where You are a company, close corporation or partnership and any principal, shareholder, director, member or partner thereof is involved or implicated in the Loss, Hollard will only be liable to the extent of the shareholding, participation, membership or other share of the other principals, shareholders, directors, members or partners of Yourself.

## SPECIFIC CONDITIONS

1. You 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/her business as has been represented to Hollard, but You may:
  - 1.1 change the remuneration and conditions of service of any employee;
  - 1.2 in respect of any employee who is described in the Schedule by name, change his duties and position;

- 1.3 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;
  - 1.4 make such other changes as are approved beforehand in writing by the Insured's auditors.
2. If You sustain any loss to which this Section applies which exceeds the amount payable hereunder in respect of such loss, You shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by Hollard 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 Hollard and You to the extent of his/her co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.
  3. Hollard reserves its right of subrogation against any other insurance policy, effected by any insured person that covers loss of money belonging to You.

## CLAUSES AND EXTENSIONS

### Accountants

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

### Contractual penalties

Loss suffered by You in respect of any penalty legally enforced against You under written contract resulting directly from a Loss covered by this Policy provided that any amount paid by Hollard in respect of such penalties will be construed as part of any related claim for Loss sustained under Defined Events and will not exceed 10% (ten percent) of the applicable Sum Insured stated in the schedule.

### Extended cover for past employees

Any person who ceases to be an employee shall, for the purpose of this Section, be considered as being an employee for a period of 31 (thirty one) days after he in fact ceased to be an employee.

### Legal fees

In addition to the Sum Insured stated in the schedule, the insurance under the Policy is extended to include legal fees, costs and expenses incurred and paid by You in the defence of any demand, claim, summons or legal proceeding which You establishes results directly from a Loss which falls to be dealt with and is covered under this Policy

### PROVIDED THAT:

1. notwithstanding anything to the contrary contained in this Policy, Hollard's liability to make payment in respect of such fees, costs and expenses will only arise in the event that the amount of the Loss exceeds (or allegedly exceeds) the First amount payable that You are required to pay in respect of any claim for Loss under this Policy;
2. the amount of the Loss is limited to R50 000 per event and R100 000 in the annual aggregate.

### Other insurances

It is a condition of this Section that other than:

1. a money policy;
2. that declared to Hollard at inception or renewal or time a claim is submitted;
3. a fidelity pension fund policy which is not in excess of this Section;
4. this Policy;

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

### Unidentifiable employees

If a Loss is alleged to have been caused by the fraud or dishonesty of any of the Employees and You will be unable to designate the specific Employee or Employees causing the Loss, Your claim in respect of such Loss will not be invalidated by Your inability so to do, provided that You are able to furnish evidence to prove to the reasonable satisfaction of Hollard that the Loss was in fact due to the Theft, fraud or dishonesty of an Employee acting alone or in Collusion with others.

## **OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**

### **Computer losses**

You having completed a satisfactory questionnaire, the Computer Losses First Amount Payable clause is deleted.

### **Costs of recovery**

If You sustain any loss to which this Section applies which exceeds the sum insured hereunder, Hollard will, in addition to the sum insured, pay to You the costs and expenses not exceeding the amount stated in the Schedule necessarily incurred with the consent of Hollard (which consent shall not be unreasonably withheld) for the recovery or attempted recovery from the employee in respect of whose dishonest or fraudulent acts the claim is made, of that part of the loss which exceeds the sum insured hereunder. All amounts recovered by You in excess of the said part of the loss shall be for the benefit of Hollard and You to the extent of this co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.

### **Extortion**

The Defined Events shall include loss due to the taking by extortion from You of money and/or other property by intentionally and unlawfully subjecting You or any director, member, partner, trustee or employee of You or a relative or any such person to any threat of physical harm which includes such person to submit to the taking;

PROVIDED THAT:

the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity;

PROVIDED FURTHER THAT:

this Extension shall not entitle You to indemnity in respect of any loss which is insured or which would be insurable in terms of a Theft, Money, Motor or Marine/Transit insurance Policy or any other more specific insurance covering money or goods.

### **Losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter**

1. In consideration of the payment of an additional premium, Provision 1.1 of the Defined Events is restated to read:
  - 1.1 "Hollard is not liable for all losses which occurred more than 36 (thirty six) months prior to discovery."
2. If this Policy Section includes the Superseded Insurance Extension, the period referred to in Provision 6 thereof is increased from 24 (twenty four) months to 36 (thirty six) months.

### **Losses discovered more than 24 (twenty four) months after being committed, subject to satisfactory systems audit**

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

and subject to You implementing and maintaining all the recommendations contained in such audit;

PROVIDED THAT:

Provision 1.1 of the Defined Events (which limits cover to that part of losses discovered within 24 (twenty four) months) and Provision 6 of the Superseded Insurance Extension Clause (if applicable) are deleted;

2. The First Amount Payable clause (or first amount payable as reflected in the Schedule) for losses discovered more than 12 (twelve) months after they were committed is deleted.

### **Reduction/reinstatement of sum insured**

The payment by Hollard of any loss involving one employee or any number of employees shall not reduce Hollard's liability in respect of the remaining insured employees;

## PROVIDED THAT:

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

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

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 (twelve) months.

**Retroactive cover – No previous insurance in force**

This Section will also apply to defined events as insured herein which occurred up to 12 (twelve) months prior to inception of this Section but not more than 24 (twenty four) months prior to discovery, provided the events are discovered within the sooner of 12 (twelve) months of the termination of employment of the employee concerned or within 12 (twelve) months of the expiry of this Section.

**Superseded Insurance**

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 sooner of 12 (twelve) months of the termination of the employment of the employee concerned or within 12 (twelve) 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 shall not be liable for any loss which occurred more than 24 (twenty four) months prior to discovery.

**Voluntary First Amount Payable**

In addition to the compulsory first amount payable as stated in this Section of the Policy, You shall be responsible for the voluntary first amount payable as stated in the Schedule.

**MEMORANDA**

1. In the event of the discovery of any loss resulting from a defined event, You may, notwithstanding anything to the contrary contained in General Condition 6.2, refrain from reporting the matter to the Police, but shall do so immediately should Hollard require such action to be taken.
2. Non-disclosure of his/her own fraud or dishonesty or that of others with whom he/she is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this Section.
3. General Exceptions 1 and 2 and General Condition 9 do not apply to this Section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.

## COMPULSORY FIRST AMOUNT PAYABLE

### 1. Compulsory First amount payable

The amount payable under the Policy in respect of a Defined Event involving one person or any number of persons acting in Collusion will be reduced by the First amount payable stated in the schedule which amount will be borne in full by You and remain uninsured.

### 2. Computer losses first amount payable

The first amount payable specified in either of the first amount payable clauses in this Section is automatically increased by 100% (one hundred percent) if the defined event results from the dishonest:

- 2.1 manipulation of;
- 2.2 input into;
- 2.3 suppression of input into;
- 2.4 destruction of;
- 2.5 alteration of;

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

### 3. First amount payable for losses discovered more than 12 (twelve) months after they were committed

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

- 3.1 it was committed;
- 3.2 the first event in a series of events is committed by one person or a number of persons acting in collusion the amounts contained in the first amount payable clause are increased as follows:
  - 3.2.1 If losses are discovered more than 12 (twelve) months after being committed but not more than 24 (twenty four) months thereafter, the first amount payable is increased by 100% (one hundred percent);
  - 3.2.2 If the policy has been extended to cover that part of losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter, the first amount payable is increased by 150% (one hundred and fifty percent).

Notwithstanding the above, You 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.

## BUSINESS ALL RISKS

### DEFINED EVENTS

#### 1. Loss of or damage:

- 1.1 to the whole or part of the property described in the Schedule whilst anywhere in the world by any accident or misfortune not otherwise excluded;
- 1.2 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.

#### 2. Losses as a result of remote blocking:

- 2.1 If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.
- 2.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry into or exit from the vehicle exists, cover may be considered;

#### PROVIDED THAT:

1. the police case number is supplied to Hollard;
2. cover shall only apply to property that is separately and individually specified in the Schedule;
3. after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) in respect of any one event;

#### PROVIDED THAT:

should the loss of or damage be entertained in terms of 2.2 above, the Insured shall be responsible for an additional first amount payable of 10% (ten percent) of the claim, minimum R1 000 (one thousand rand) or the amount stated in the Schedule.

### SPECIFIC EXCEPTIONS

Hollard will not be liable for:

1. loss of or damage to property resulting from or caused by:
  - 1.1 theft from any unattended vehicle in Your custody or control or any principal, partner, director or employee of Yours unless;
    - 1.1.1 the property is concealed in a completely closed and securely locked vehicle; or
    - 1.1.2 the vehicle itself is housed in a securely locked building; and
    - 1.1.3 entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit;
  - 1.2 its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
  - 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
  - 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
  - 1.5 detention, confiscation or requisition by Customs or other officials or authorities;
  - 1.6 theft or disappearance which is not identifiable with a specific incident;
  - 1.7 theft or any attempt thereat or damage from any contract site after normal business hours unless the property insured is contained in a securely locked building and the loss is accompanied by forcible, visible and violent entry into or exit from the building containing the property insured;

2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
5. loss of or damage to goods consigned under a bill of lading.

## SPECIFIC CONDITIONS

### Average

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

### Replacement value condition

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

1. 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
2. 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 You will be considered as being Your own insurer for the difference and will bear a rateable proportion of the loss accordingly.

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

### Increase in cost of working

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 therefor is admitted under this section, for the purpose of maintaining the normal operation of the business not exceeding R50 000 (fifty thousand rand) or the amount stated in the Schedule whichever is the lesser.

### Riot and strike

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

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

PROVIDED THAT:

this extension does not cover:

1. loss or damage occurring in the Republic of South Africa or Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities;

5. loss or damage related to or caused by any occurrence referred to in general exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If Hollard alleges that, by reason of provisos 1, 2, 3, 4 or 5, loss or damage is not covered by this section, the burden of proving the contrary will rest on You.



## ACCIDENTAL DAMAGE

### DEFINED EVENTS 1 – PROPERTY

Accidental physical loss of or damage to Your 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 Table of Contents of this policy.

The amount payable for all loss or damage arising out of one original cause or source will not exceed the sum stated and notwithstanding general condition 1, this Section will not be called into contribution for any defined event for which more specific insurance has been arranged.

### SPECIFIC EXCEPTIONS

Hollard will not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from Hollard at inception hereof or for any First amount payable, payable by You under such insurance, or for any reduction of amount payable under any claim due to the application of average;
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. 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;
4. loss of or damage to insured property caused by:
  - 4.1 any fraudulent scheme, trick, device or false pretence practised on You (or any person having custody of Your property) or fraud or the dishonesty of any principal or agent of Yours;
  - 4.2 overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;
  - 4.3 breakdown, electrical, electronic and/or mechanical derangement;
  - 4.4 altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
  - 4.5 fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;
  - 4.6 denting, chipping, scratching or cracking not affecting the operation of the item;
  - 4.7 termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;
5. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
6. loss of or damage:
  - 6.1 to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
  - 6.2 loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
7. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
8. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms) including lifts and escalators.
9. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process.

## DEFINITION

<b>Insured property</b>	<p>Any tangible property belonging to You or held in trust or on commission for which You are responsible other than:</p> <ol style="list-style-type: none"> <li>1. current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, and other certificates, documents or instruments of a negotiable nature;</li> <li>2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;</li> <li>3. property in transit by air, inland waterway or sea;</li> <li>4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers;</li> <li>5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives;</li> <li>6. electronic data-processing equipment and external data media (punch cards, tape disks and the like) and the information they contain;</li> <li>7. property in the course of construction, erection or dismantling including materials or supplies related thereto;</li> <li>8. property in the possession of customers under lease, rental, credit or suspensive sale agreements;</li> <li>9. glass, china, earthenware, marble and other fragile or brittle objects unless stated in the schedule to be insured</li> </ol>
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### DEFINED EVENT 2 – LEAKAGE (if stated in the Schedule to be included)

Accidental physical loss of or damage to the insured property caused by discharge or leakage from tanks, pipes, apparatus or medical containers 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, apparatus or medical containers.

## CLAUSES AND EXTENSIONS

### Additional costs

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

1. any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event;

#### PROVIDED THAT

such costs do not include;

1. anything for which notice had been served on You prior to the insured event;
2. anything connected with undamaged property or undamaged portions of property;
3. rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of Your property;
2. fees for the examination of municipal or other plans;
3. costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
4. the professional fees of architects, quantity surveyors and other consultants;

5. but Hollard will not be liable under 1, 2, 3 or 4 unless the lost or damaged property is replaced or reinstated without undue delay nor under 4 for any expenses in connection with the preparation of Your claim;
6. charges levied by any authorized fire brigade for their services.

Further, Hollard will not be liable under 3. 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.

### **Mortgagees**

From the date of notification, Hollard accepts the interest of a mortgagee or others with an insurable interest in Your insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge;

PROVIDED THAT:

the mortgagee advises Hollard as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from Hollard assuming any increased hazard.

### **Railway and other subrogation**

You will 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.

### **Restricted cover**

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

### **Tenants**

You will not be prejudiced by the act of any tenant in premises You own or in which You are a co-tenant or of the owner of any premises of which You are a tenant;

PROVIDED THAT:

Hollard is notified as soon as You become aware of such act and You pay any additional premium resulting from Hollard assuming any additional hazard.

## **MEMORANDA**

### **Average**

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

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

### **Excluded property**

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

### **Reinstatement value**

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

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to Your requirements subject to the liability of Hollard 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 will be made;

2. Hollard will 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 You in replacing or reinstating the lost or damaged insured property;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if Your whole property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, You will be considered Your own insurer for the difference and will bear a rateable share of loss accordingly. Each item, if more than one, to which this memorandum applies will be separately subject to this provision;
4. this memorandum will not apply if:
  - 4.1 You fail to intimate to Hollard within six months of the insured event or such further time as Hollard may allow in writing Your intention to replace or reinstate the lost or damaged insured property;
  - 4.2 You are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

### **First loss average**

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

## PUBLIC LIABILITY (OCCURRENCE BASIS)

### DEFINED EVENTS

All sums which You will become legally liable to pay, arising from any claim first made against You and notified to Hollard during the period of insurance, in respect of bodily injury or loss of, or damage to property, including costs and expenses, which arises in connection with Your business

PROVIDED THAT:

Hollard will not be liable to pay more than the limit of indemnity stated in the Schedule less the first amount payable for which You shall be liable to pay, subject to the Terms, Exceptions, Conditions and Endorsements of this Policy.

### MEMORANDUM

This Section forms part of the Policy and to the extent of any inconsistency between the General Exceptions, Conditions and Provisions of the Policy and this Section, the General Exceptions, Conditions and Provisions of the Policy will prevail.

### DEFENCE COSTS

Hollard will also pay:

1. all other costs, charges, expenses and legal costs recoverable from the Insured by a claimant or any number of claimants or incurred by the Company or incurred by the Insured with the Company's prior written consent:
  - 1.1 in the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against You in respect of bodily injury or damage to property or other liability as insured in terms of this Section of the Policy;
  - 1.2 in the representation at any inquest or accident inquiry in respect of bodily injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in any court of first instance in respect of matters which may form the subject of indemnity under this Section of the Policy.

It is understood and agreed that the Defence Costs, as set out above and for which Hollard may agree to pay from time to time, will not be in addition to the limit of indemnity stated in the Schedule. Hollard's total liability will not exceed the limit of indemnity.

### WRONGFUL ARREST AND DEFAMATION

Hollard will also pay for costs:

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest); and
2. in respect of defamation;

PROVIDED THAT:

Hollard will not be liable to pay more than R150 000 (one hundred and fifty thousand rand) per any one event or R250 000 (two hundred and fifty thousand rand) in the aggregate during any one period of insurance. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

### DEFINITIONS

For the purposes of determining the indemnity granted by this Section the following terms shall mean:

1. **Insured, You or Your**
  - 1.1 the first named party stated in the Schedule, hereinafter referred to as the Named Insured;
  - 1.2 at the request of the Named Insured:
    - 1.2.1 any subsidiary company of the Named Insured declared to Hollard;

- 1.2.2 any director, trustee or employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured;
- 1.2.3 any officer, member, or employee of the Named Insured's canteen, social, sports, welfare organisation, fire, first aid or ambulance services (but excluding medical practitioners while working in a professional capacity) in their respective capacities as such;
- 1.2.4 any director or trustee of the Named Insured in respect of private manual work carried out by Your employee for any such person, with the consent of the Named Insured;
- 1.2.5 any principle, in his capacity as such, for liability arising out of work performed for or on behalf of such principle by the Named Insured, in respect of liability for which the Named Insured would have been entitled to an indemnity under this Section of the Policy if the claim had been made against the Named Insured.

## 2. Business

Business is as described in the schedule and will also include:

- 2.1 the ownership, repair, maintenance or use of the Named Insured's premises;
- 2.2 the provision and management of canteen, social, sports and welfare organisations for the benefit of the Named Insured's employees;
- 2.3 the provision and management of security, fire, first aid and ambulance services.

## 3. Bodily injury

death, injury, illness, or disease; and injury may also include nervous shock, mental anguish or mental illness.

## 4. Personal Injury

bodily injury, invasion of the right to privacy, discrimination, libel and slander, defamation of character, wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting.

## 5. Property

tangible property, except where it includes rights of light, air, and water but, for the avoidance of doubt, will not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.

## 6. Employee

any natural person whilst in Your regular service and whom You compensate by payment of salary, wages and/or commissions and whom You have the right to govern control and direct the performance of such service.

The term Employee will include:

- 6.1 part time and temporary Employees performing the duties of an Employee for You and provided by an employment and/or recruitment agency under a written contract of supply;
- 6.2 any director of Yours whilst performing acts within the scope of the usual duties of any Employee;
- 6.3 any person while hired or seconded from any other party into the service of Yourself and specifically declared to Hollard, whom You have the right at all times to govern control and direct in the performance of work done in the course of Your business;
- 6.4 any external contractor, such as but not limited to security guards, specifically declared to Hollard, whom You have the right at all times to govern control and direct in the performance of work done in the course of Your business;
- 6.5 students, volunteers or persons employed by You on youth training or work experience schemes;
- 6.6 any trustee of Yours, whilst performing acts within the scope of the usual duties of any Employee

## 7. Pollution Hazard

7.1 actual, alleged, or threatened:

- 7.1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
- 7.1.2 subsequent spread, migration, or movement of Pollutants following 1.1 above;

7.2 the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by You or third parties.

## 8. Pollutants

any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

## 9. Event

any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of bodily injury or personal injury or loss of or damage to property, relating to the same failure to act, and will be treated as one single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned.

## 10. Limit of Indemnity

the total liability of Hollard for all amounts payable in accordance with the Defined Events, and will not exceed the amount stated in the Schedule. If an event gives rise to a claim or a series of claims which form the subject of an indemnity under more than one operative section of this Section of the Policy, the total amount of Hollard's liability will at all times be limited to the greatest limit of indemnity available under any one of the operative sections in this Section of the Policy affording indemnity for the claim or series of claims. The limit of indemnity will be determined with reference to the Schedule, or such other limit as may apply by virtue of an endorsement to, or specific sub-limit set out in this Section of the Policy.

## 11. First Amount Payable

the amount stated in the Schedule, which will be payable by You for each event in respect of all damages, claimant's costs and expenses and Defence Costs (including investigation costs other than the company's own salary and other internal costs), before Hollard will be liable to make any payment under this Section of the Policy.

## 12. System Failure

malfunction or non-function of any mechanical and/or electronic system (whether or not the Insured's property) caused by:

- 12.1 the response of a Computer to any date or date change; or
- 12.2 the failure of a Computer to respond to any date or date change; or
- 12.3 any loss of, damage to, change or corruption in, data or software on a computer or computer system; or any computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a computer, computer system, or website.

Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.

## 13. Pure financial loss

any pecuniary or economic loss or expense.

## PUBLIC LIABILITY

This Sub-Section will indemnify You in accordance with the Defined Events for:

1. personal injury to any person;
2. loss of or damage to property;
3. obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water; in respect of an event, occurring within the Geographical Limits defined below, and arising from any claim first made against You and notified to Hollard during the period of insurance.

Hollard's total liability under this operative section of the Policy to pay all sums for which You are legally liable, including claimant's costs and expenses relating to any claimant or number of claimants in respect of an event, and Defence Costs, will not exceed the limit of indemnity stated in the Schedule.

However, where the limit of indemnity states “in the annual aggregate”, Hollard’s total liability for all claims arising in any one period of insurance will be limited to the stated amount irrespective of the number of events giving rise to such claims.

### Geographical Limits

Will mean for the purposes of this Sub-Section:

1. the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by You at or from any premises situated in any of the countries specified in 1. above.

### MEMORANDUM

You will be indemnified against loss of or damage to third party property as a result of spread of fire from the insured property;

PROVIDED THAT:

1. the limit of indemnity shall not exceed R5 000 000 (five million rand) any one event; or
2. the Public Liability limit stated in the Schedule, whichever is the lesser.

### SPECIFIC EXCEPTIONS

In addition to the General Exceptions of this Policy, and notwithstanding anything to the contrary contained within the Policy, Hollard will not be liable to indemnify You under this Section against any liability:

1. for loss of, or damage to property belonging to You, or in Your care, custody, or control;
2. damage to property being worked upon and arising out of such work;
3. arising from the ownership, possession, or use by or on Your behalf or Your employee of:
  - 3.1 any mechanically propelled vehicle or attached trailer, while in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this Exception will not apply to liability caused by:
    - 3.1.1 the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
    - 3.1.2 any self-propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, while used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security;
  - 3.2 any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this Exception will not apply to liability caused by:
    - 3.2.1 hand propelled watercraft or sailing craft not exceeding 8 m (eight meters) in length; or
    - 3.2.2 watercraft not exceeding 25 m (twenty five meters) in length, not owned by You but used by You for business entertainment purposes, with the exception of racing or trials;

PROVIDED THAT:

You are not entitled to an indemnity under any other Policy;

4. arising from any product, other than food or drink provided for consumption on Your premises.
5. **Employee**  
for loss of or bodily injury sustained by an employee, trustee, director, or someone acting under a contract of service, which arises out of and/or in the course of their employment, trusteeship, directorship or engagement by You or any liability attaching to You by virtue of any workmen’s compensation, unemployment compensation or disability benefits law or any similar law or regulation.



## 6. Pollution

arising directly or indirectly from any pollution hazard:

- 6.1 in the United States of America and/or Canada and/or their respective possessions or protectorates;
- 6.2 elsewhere in the world, other than in those countries or territories referred to in 2.1 above, except where the pollution hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the period of insurance;

PROVIDED THAT:

the indemnity granted will not extend to events arising directly or indirectly from any pollution hazard that involves bacteria, molds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by molds or fungi);

PROVIDED FURTHER THAT:

the total indemnity payable will be the limit of indemnity for Public Liability.

## 7. Contractual liability

that is assumed by You under a contract or agreement, unless such liability would have attached to You in the absence of the said contract or agreement.

This Exception will include any liability that:

- 7.1 arises under any penalty clause or in respect of fines or liquidated damages; or
- 7.2 arises out of the sole negligence of third parties; or
- 7.3 attaches by virtue of any waiver of subrogation rights against third parties; or
- 7.4 arises by reason of personal injury to any employee of third parties, unless, once again, such liability would have attached to You in the absence of the said contract or agreement.

## 8. Professional services

arising out of any act, error, or omission, in the provision for a fee of any advice, treatment, design services, instructions, or specification, but this Exception will not apply to first aid activities.

## 9. Fines, penalties and punitive damages

for fines, penalties, punitive damages, or exemplary damages.

## 10. Advertising

arising out of any form of defamation or from malicious falsehood:

- 10.1 made by, or at Your direction, with knowledge of the falsity thereof, or
- 10.2 related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on Your behalf.

## 11. Toxic substances

arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of lead, formaldehyde, or polychlorinated biphenyl, or other materials, which You know, or has reason to suspect, contains lead or formaldehyde or polychlorinated biphenyl.

## 12. System failure

associated with, or caused by, a system failure, if a system failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

## 13. Pure financial loss

for pure financial loss, unless such pure financial loss is a direct result of personal injury or loss of, or damage to, property, for which indemnity is provided by this Section of the Policy.

## 14. Deliberate acts

arising out of personal injury or loss of or damage to property resulting from, whether directly or indirectly, a deliberate act or omission on Your part or any of Your employees.

### 15. Jurisdiction

arising out of personal injury or any loss of, or damage to property, in respect of judgments delivered or obtained in the first instance other than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini (formerly Swaziland).

### 16. Vibration/support

arising out of personal injury or loss of or damage to property resulting from, whether directly or indirectly the intentional removal of support of any property.

## CLAUSES AND EXTENSIONS

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Section of the Policy, You will be indemnified as below. The total of all payments made under these Extensions will be part of and not in addition to the Limit of Liability. The Extensions are also subject to the deductible as stated in the Schedule.

### 1. Automatic acquisitions

The indemnity afforded by this Sub-Section of the Policy will apply automatically to all operations including premises acquired, established or created during the period of insurance;

PROVIDED THAT:

1. You notify Hollard in writing with full underwriting information:
  - 1.1 within 90 (ninety) days for new acquisitions where annual turnover is not more than 15% (fifteen percent) of Your last published annual turnover figure and there is no material alteration to the business or risk;
  - 1.2 as soon as practicable for new acquisitions other than as detailed in 1.1 above;
  - 1.3 at the beginning of any new period of insurance if this is earlier than 1.1 or 1.2 above;
2. turnover for any new acquisitions will be declared in accordance with Specific Policy Condition 7 where this Sub-Section of the Policy is written on an adjustable basis;
3. Hollard reserves the right to:
  - 3.1 establish a separate rate and premium and, if appropriate, terms where the Sub-Section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% (fifteen percent) of the estimate provided at the beginning of the period of insurance; or
  - 3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms for any such coverage where the new acquisition represents a material alteration to the business or risk.

### 2. Car parks

Notwithstanding the Exceptions applicable to Sub-Section 1 and anything else to the contrary in this Sub-Section of the Policy, Hollard will indemnify You 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 Yours using parking facilities provided by You.

### 3. Cross liability

If the Insured comprises more than one party, Hollard will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each;

PROVIDED THAT:

the total liability of Hollard for all liability sustained by any or all of the Insured's will not exceed the Limit of Indemnity stated in the Schedule applicable to this Sub-Section of the Policy.

### 4. Damage to leased or rented premises

Notwithstanding Exception 1 to this Sub-Section, the indemnity provided under this Sub-Section will extend to include liability for accidental loss of, or damage to premises (including fixtures or fittings) leased or hired by, or rented to You under a written contract or agreement, but this Extension will not apply to liability:

- 1.1 assumed by You under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by Hollard;
- 1.2 for fire or any other peril against which such contract or agreement requires that insurance is effected;
- 1.3 arising out of breach of any term, condition, or warranty under any other applicable insurance policy.

## 5. Liability by agreement

This Sub-Section will also indemnify You against liability assumed by You under any contract entered into with or given to any rail service provider, 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.

## 6. Security firms

Notwithstanding Specific Exception 3 of this Sub-Section, if in terms of a contract with a security firm engaged to protect the insured property or persons in the course of the Your business, and You become 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 Sub-Section 1, had the said employees been under a contract of service to You and not the security firm, but not exceeding the limit of indemnity stated in the Schedule.

If, at the time of an event giving rise to a claim under this Sub-Section, the security firm is entitled to an indemnity under any other Policy in respect of the same event, Hollard will not be liable to make any payment except in respect of any amount above the amount payable under such other Policy.

## 7. Statutory legal defence costs

Hollard will pay legal costs incurred by You or at the Your request by any director, trustee or managing agent for the defence of a prosecution (including an appeal against a conviction) for a breach of statute or amending legislation with similar intent enacted within South Africa, committed or alleged to have been committed during the period of insurance in the course of the business;

PROVIDED THAT:

1. the prosecution arises out of an event which is the subject of this Sub-Section;
2. Hollard will not be liable for fines or penalties of any kind;
3. You are not entitled to indemnity under any other Policy;
4. the proceedings are not consequent upon any deliberate act or omission by:
  - 4.1 You;
  - 4.2 any director, managing agent or trustee of the Insured;
  - 4.3 any employee with any specific responsibility for compliance with any legislation which could reasonably have been expected to constitute a breach of the said legislation;
5. Hollard will not pay more than R150 000 (one hundred and fifty thousand rand) per event or R250 000 (two hundred and fifty thousand rand) in the aggregate any one period of insurance. You will be responsible for the first R2 500 (two thousand five hundred rand) each and every claim. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

### Food and Drink

It is agreed and understood that this Policy shall be extended to cover your legal liability for claims made against you for accidental bodily injury of and/ or accidental property damage to any third party which occurs during the period of insurance and arises out of poisoning by or foreign or deleterious matter in food or drink consumed in or about the premises specified in the Policy;

PROVIDED ALWAYS THAT:

the Insured shall at all times take every possible precaution to prevent the sale or supply of any condition or free from contamination or for human consumption.

### Trustees and Directors Liability

The amount payable under this Extension for any wrongful act by any Trustee(s) or Director(s), inclusive of any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Hollard's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, will not exceed in the aggregate the limit of indemnity for this Extension stated in the Schedule.

For the purpose of this cover, a wrongful act shall be any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully committed or attempted by a trustee which arises solely by reason of acting in a capacity as trustee of a body corporate.

PROVIDED THAT:

Notwithstanding anything to the contrary contained within the Policy, Hollard will not indemnify You under this Extension in respect of:

1. Any liability for the payment of VAT
2. Any remuneration or other monies to which the Body Corporate or Trustee(s) is/are legally entitled
3. Any indemnity claimed or claimable in terms of any other insurance
4. Any Trustee committing any wrongful act knowing such actions to be illegal, fraudulent or of malicious intent.
5. The first amount payable stated in the schedule.

### SPECIFIC CONDITIONS

To the extent of any inconsistency between the General Conditions of this Policy and the Specific Conditions appearing below, the Specific Conditions will take precedent in respect of this Section of the Policy.

#### 1. Observance of terms

You will abide by and fulfil all Terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by You. The truth of the statements, answers and information supplied in connection with this Policy will be a condition precedent to any liability of Hollard to indemnify You.

#### 2. Claims co-operation

It will be a condition precedent to liability that in respect of any circumstance notified to Hollard or any claim itself, You will:

- 2.1 provide Hollard with such particulars and information as Hollard may require, immediately on request;
- 2.2 forward to Hollard any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;
- 2.3 give Hollard all information and assistance required as soon as practicable, and, where Hollard has conduct of proceedings, within such time limits as are specified by Hollard's legal representatives;
- 2.4 make no admission of liability, payment, offer or promise of payment, or agree to compromise or indemnify or waive any right of subrogation or recovery, without the express prior written consent of Hollard.

#### 3. Claims control

Hollard will be entitled, at its own discretion, to take over and conduct in Your name the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

#### 4. Deductible

The first amount payable will be subject to the following provisions:

- 4.1 where Hollard has incurred expenditure in the defence and/or settlement of any claim the first amount payable will be payable in whole or in part:
  - 4.1.1 at any stage when in respect of a claim sums have been paid in respect of damages, claimant's expenses and/or defence costs and loss adjusting expenses; or
  - 4.1.2 at the settlement or closure of any claim; or
  - 4.1.3 where at its own discretion Hollard so requires.

- 4.2 Hollard may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the first amount payable to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, You will immediately reimburse Hollard for the payment;
- 4.3 the terms of this Policy, including without limitation those governing Hollard's rights in relation to the conduct and defence of claims and Your duties in the event of a claim, will not be affected or modified in any way by the existence or application of the first amount payable.

## 5. Discharge of liability

Hollard may at any time, at its own discretion, pay to You the limit of indemnity under this Policy, or any lesser sum(s) for which any claim(s) can be settled, and Hollard, after the deduction of any sum(s) already paid in connection with such claim(s), will not be under further liability, except for the payment of defence costs and expenses already agreed and incurred;

PROVIDED THAT:

in the event of any claim(s) or series of claims resulting in a liability of Yours to pay in excess of the limit of indemnity, Hollard's liability by virtue of a judgment or settlement for such costs and expenses, will not exceed an amount being in the same proportion as the limit of indemnity bears to the total payment made by or on Your behalf in settlement of the claim(s).

## 6. Alteration of Risk

You will give Hollard immediate written notice of any alteration which materially affects the risk insured, and Hollard will not be under any obligation to indemnify You in respect of any claim(s):

- 6.1 until Hollard has agreed in writing to accept the altered risk; and
- 6.2 You paid or agreed to pay any additional premium required by Hollard.

## 7. Adjustments

Where the premium is calculated on the statements and estimates furnished by You, it is a requirement that You will:

- 7.1 keep an accurate record of all relevant particulars and at any reasonable time allow Hollard to inspect such record;
- 7.2 within one month of the expiry of each period of insurance furnish to Hollard such information as Hollard requires for such expired period and the premium for such period will thereupon be adjusted by Hollard and the difference be paid by, or allowed to, You as the case may be subject to any agreed minimum premium.

## 8. Law

This Policy is subject to and will be interpreted in accordance with the law of the Republic of South Africa.

## 9. Amendment

No amendment to this Policy will be effective other than by way of a written endorsement issued and signed by Hollard to the Policy.

## 10. Offset of premium

Hollard will be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by Hollard under Sub-Sections 1 and 2 of the Policy, any sums owed to Hollard by You in respect of premium(s) due under this Policy.

## 11. Standard extended reporting period

If this Section of the Policy is not renewed or is cancelled then You will have 31 (thirty one) days beyond the expiry date of the period of insurance in which to notify Hollard of any formal claim and/or writ and/or other demand for compensation or court process received prior to the expiry date of this Section of the Policy for any event which happened during the period of insurance.

**12. Special extended reporting period option (to be exercised by the Insured in writing in the event of non-renewal)**

At Your option, which option must be exercised within 31 (thirty one) days of non-renewal of this Section of the Policy, and payment of the additional premium required by Hollard within 31 (thirty one) days, in respect of the period within which any claim or circumstance that may give rise to a claim in terms of this Section of the Policy is to be reported in terms of General Condition 6, Hollard agrees that notice given within 36 (thirty six) months (hereinafter referred to as the Special extended reporting period option) immediately following the expiry (non-renewal) of this Section will be regarded as having been reported on the last day preceding the expiry (non-renewal).

## PUBLIC LIABILITY (CLAIMS-MADE BASIS)

### DEFINED EVENTS

All sums which You will become legally liable to pay, arising from any claim first made against You and notified to Hollard during the period of insurance, in respect of bodily injury or loss of, or damage to property, including costs and expenses, which arises in connection with Your business and in respect of an event after the Retroactive Date stated in the Schedule;

PROVIDED THAT:

Hollard will not be liable to pay more than the limit of indemnity stated in the Schedule less the first amount payable for which You shall be liable to pay, subject to the Terms, Exceptions, Conditions and Endorsements of this Policy.

### MEMORANDUM

This Section forms part of the Policy and to the extent of any inconsistency between the General Exceptions, Conditions and Provisions of the Policy and this Section, the General Exceptions, Conditions and Provisions of the Policy will prevail.

### DEFENCE COSTS

Hollard will also pay:

1. all other costs, charges, expenses and legal costs recoverable from the Insured by a claimant or any number of claimants or incurred by the Company or incurred by the Insured with the Company's prior written consent:
  - 1.1 in the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against You in respect of bodily injury or damage to property or other liability as insured in terms of this Section of the Policy;
  - 1.2 in the representation at any inquest or accident inquiry in respect of bodily injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in any court of first instance in respect of matters which may form the subject of indemnity under this Section of the Policy.

It is understood and agreed that the Defence Costs, as set out above and for which Hollard may agree to pay from time to time, will not be in addition to the limit of indemnity stated in the Schedule. Hollard's total liability will not exceed the limit of indemnity.

### WRONGFUL ARREST AND DEFAMATION

Hollard will also pay for costs:

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest); and
2. in respect of defamation;

PROVIDED THAT:

Hollard will not be liable to pay more than R150 000 (one hundred and fifty thousand rand) per any one event or R250 000 (two hundred and fifty thousand rand) in the aggregate during any one period of insurance. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

### DEFINITIONS

For the purposes of determining the indemnity granted by this Section the following terms shall mean:

1. **Insured, You or Your**
  - 1.1 the first named party stated in the Schedule, hereinafter referred to as the Named Insured;
  - 1.2 at the request of the Named Insured:
    - 1.2.1 any subsidiary company of the Named Insured declared to Hollard;

- 1.2.2 any director, trustee or employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured;
- 1.2.3 any officer, member, or employee of the Named Insured's canteen, social, sports, welfare organisation, fire, first aid or ambulance services (but excluding medical practitioners while working in a professional capacity) in their respective capacities as such;
- 1.2.4 any director or trustee of the Named Insured in respect of private manual work carried out by Your employee for any such person, with the consent of the Named Insured;
- 1.2.5 any principle, in his capacity as such, for liability arising out of work performed for or on behalf of such principle by the Named Insured, in respect of liability for which the Named Insured would have been entitled to an indemnity under this Section of the Policy if the claim had been made against the Named Insured;

## 2. Business

Business is as described in the schedule and will also include:

- 2.1 the ownership, repair, maintenance or use of the Named Insured's premises;
- 2.2 the provision and management of canteen, social, sports and welfare organisations for the benefit of the Named Insured's employees;
- 2.3 the provision and management of security, fire, first aid and ambulance services;

## 3. Bodily injury

death, injury, illness, or disease; and injury may also include nervous shock, mental anguish or mental illness.

## 4. Personal Injury

bodily injury, invasion of the right to privacy, discrimination, libel and slander, defamation of character, wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting.

## 5. Property

tangible property, except where it includes rights of light, air, and water but, for the avoidance of doubt, will not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.

## 6. Employee

any natural person whilst in Your regular service and whom You compensate by payment of salary, wages and/or commissions and whom You have the right to govern control and direct the performance of such service.

The term Employee will include:

- 6.1 part time and temporary Employees performing the duties of an Employee for You and provided by an employment and/or recruitment agency under a written contract of supply;
- 6.2 any director of Yours whilst performing acts within the scope of the usual duties of any Employee;
- 6.3 any person while hired or seconded from any other party into the service of Yourself and specifically declared to Hollard, whom You have the right at all times to govern control and direct in the performance of work done in the course of Your business;
- 6.4 any external contractor, such as but not limited to security guards, specifically declared to Hollard, whom You have the right at all times to govern control and direct in the performance of work done in the course of Your business;
- 6.5 students, volunteers or persons employed by You on youth training or work experience schemes;
- 6.6 any trustee of Yours, whilst performing acts within the scope of the usual duties of any Employee

## 7. Pollution Hazard

- 7.1 actual, alleged, or threatened:
  - 7.1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
  - 7.1.2 subsequent spread, migration, or movement of Pollutants following 1.1 above;
- 7.2 the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by You or third parties.



## 8. Pollutants

any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

## 9. Event

any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of bodily injury or personal injury or loss of or damage to property, relating to the same failure to act, and will be treated as one single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned.

## 10. Limit of Indemnity

the total liability of Hollard for all amounts payable in accordance with the Defined Events, and will not exceed the amount stated in the Schedule. If an event gives rise to a claim or a series of claims which form the subject of an indemnity under more than one operative section of this Section of the Policy, the total amount of Hollard's liability will at all times be limited to the greatest limit of indemnity available under any one of the operative sections in this Section of the Policy affording indemnity for the claim or series of claims. The limit of indemnity will be determined with reference to the Schedule, or such other limit as may apply by virtue of an endorsement to, or specific sub-limit set out in this Section of the Policy.

## 11. First Amount Payable

the amount stated in the Schedule, which will be payable by You for each event in respect of all damages, claimant's costs and expenses and Defence Costs (including investigation costs other than the company's own salary and other internal costs), before Hollard will be liable to make any payment under this Section of the Policy.

## 12. System Failure

malfunction or non-function of any mechanical and/or electronic system (whether or not the Insured's property) caused by:

- 12.1 the response of a Computer to any date or date change; or
- 12.2 the failure of a Computer to respond to any date or date change; or
- 12.3 any loss of, damage to, change or corruption in, data or software on a computer or computer system; or any computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a computer, computer system, or website.

Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.

## 14. Pure financial loss

any pecuniary or economic loss or expense.

## 15. Retroactive date

The date stated in the Schedule.

## PUBLIC LIABILITY

This Sub-Section will indemnify You in accordance with the Defined Events for:

1. personal injury to any person;
2. loss of or damage to property;
3. obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water; in respect of an event, after the Retroactive date, occurring within the Geographical Limits defined below, and arising from any claim first made against You and notified to Hollard during the period of insurance.

Hollard's total liability under this operative section of the Policy to pay all sums for which You are legally liable, including claimant's costs and expenses relating to any claimant or number of claimants in respect of an event, and Defence Costs, will not exceed the limit of indemnity stated in the Schedule.

However, where the limit of indemnity states “in the annual aggregate”, Hollard’s total liability for all claims arising in any one period of insurance will be limited to the stated amount irrespective of the number of events giving rise to such claims.

### Geographical Limits

Will mean for the purposes of this Sub-Section:

1. the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by You at or from any premises situated in any of the countries specified in 1. above.

### MEMORANDUM

You will be indemnified against loss of or damage to third party property as a result of spread of fire from the insured property;

PROVIDED THAT:

1. the limit of indemnity shall not exceed R5 000 000 (five million rand) any one event; or
2. the Public Liability limit stated in the Schedule, whichever is the lesser.

### SPECIFIC EXCEPTIONS

In addition to the General Exceptions of this Policy, and notwithstanding anything to the contrary contained within the Policy, Hollard will not be liable to indemnify You under this Section against any liability:

1. for loss of, or damage to property belonging to You, or in Your care, custody, or control;
2. damage to property being worked upon and arising out of such work;
3. arising from the ownership, possession, or use by or on Your behalf or Your employee of:
  - 3.1 any mechanically propelled vehicle or attached trailer, while in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this Exception will not apply to liability caused by:
    - 3.1.1 the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
    - 3.1.2 any self-propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, while used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security;
  - 3.2 any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this Exception will not apply to liability caused by:
    - 3.2.1 hand propelled watercraft or sailing craft not exceeding 8 m (eight meters) in length; or
    - 3.2.2 watercraft not exceeding 25 m (twenty five meters) in length, not owned by You but used by You for business entertainment purposes, with the exception of racing or trials;

PROVIDED THAT:

You are not entitled to an indemnity under any other Policy;

4. arising from any product, other than food or drink provided for consumption on Your premises.

### 5. Employee

for loss of or bodily injury sustained by an employee, trustee, director, or someone acting under a contract of service, which arises out of and/or in the course of their employment, trusteeship, directorship or engagement by You or any liability attaching to You by virtue of any workmen’s compensation, unemployment compensation or disability benefits law or any similar law or regulation.

## 6. Pollution

arising directly or indirectly from any pollution hazard:

- 6.1 in the United States of America and/or Canada and/or their respective possessions or protectorates;
- 6.2 elsewhere in the world, other than in those countries or territories referred to in 2.1 above, except where the pollution hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the period of insurance;

PROVIDED THAT:

the indemnity granted will not extend to events arising directly or indirectly from any pollution hazard that involves bacteria, molds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by molds or fungi);

PROVIDED FURTHER THAT:

the total indemnity payable will be the limit of indemnity for Public Liability.

## 7. Contractual liability

that is assumed by You under a contract or agreement, unless such liability would have attached to You in the absence of the said contract or agreement.

This Exception will include any liability that:

- 7.1 arises under any penalty clause or in respect of fines or liquidated damages; or
- 7.2 arises out of the sole negligence of third parties; or
- 7.3 attaches by virtue of any waiver of subrogation rights against third parties; or
- 7.4 arises by reason of personal injury to any employee of third parties, unless, once again, such liability would have attached to You in the absence of the said contract or agreement.

## 8. Professional services

arising out of any act, error, or omission, in the provision for a fee of any advice, treatment, design services, instructions, or specification, but this Exception will not apply to first aid activities.

## 9. Fines, penalties and punitive damages

for fines, penalties, punitive damages, or exemplary damages.

## 10. Advertising

arising out of any form of defamation or from malicious falsehood:

- 10.1 made by, or at Your direction, with knowledge of the falsity thereof, or
- 10.2 related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on Your behalf.

## 11. Toxic substances

arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of lead, formaldehyde, or polychlorinated biphenyl, or other materials, which You know, or has reason to suspect, contains lead or formaldehyde or polychlorinated biphenyl.

## 12. System failure

associated with, or caused by, a system failure, if a system failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

## 13. Pure financial loss

for pure financial loss, unless such pure financial loss is a direct result of personal injury or loss of, or damage to, property, for which indemnity is provided by this Section of the Policy.

## 14. Retroactive date

arising out of or relating to any Event which occurs prior to the Retroactive date.

### 15. Deliberate acts

arising out of personal injury or loss of or damage to property resulting from, whether directly or indirectly, a deliberate act or omission on Your part or any of Your employees.

### 16. Jurisdiction

arising out of personal injury or any loss of, or damage to property, in respect of judgments delivered or obtained in the first instance other than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini (formerly Swaziland).

### 17. Vibration/support

arising out of personal injury or loss of or damage to property resulting from, whether directly or indirectly the intentional removal of support of any property.

## CLAUSES AND EXTENSIONS

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Section of the Policy, You will be indemnified as below. The total of all payments made under these Extensions will be part of and not in addition to the Limit of Liability. The Extensions are also subject to the deductible as stated in the Schedule.

### 1. Automatic acquisitions

The indemnity afforded by this Sub-Section of the Policy will apply automatically to all operations including premises acquired, established or created during the period of insurance;

PROVIDED THAT:

1. You notify Hollard in writing with full underwriting information:
  - 1.1 within 90 (ninety) days for new acquisitions where annual turnover is not more than 15% (fifteen percent) of Your last published annual turnover figure and there is no material alteration to the business or risk;
  - 1.2 as soon as practicable for new acquisitions other than as detailed in 1.1 above;
  - 1.3 at the beginning of any new period of insurance if this is earlier than 1.1 or 1.2 above;
2. turnover for any new acquisitions will be declared in accordance with Specific Policy Condition 7 where this Sub-Section of the Policy is written on an adjustable basis;
3. Hollard reserves the right to:
  - 3.1 establish a separate rate and premium and, if appropriate, terms where the Sub-Section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% (fifteen percent) of the estimate provided at the beginning of the period of insurance; or
  - 3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms for any such coverage where the new acquisition represents a material alteration to the business or risk.

### 2. Car parks

Notwithstanding the Exceptions applicable to Sub-Section 1 and anything else to the contrary in this Sub-Section of the Policy, Hollard will indemnify You 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 Yours using parking facilities provided by You.

### 3. Cross liability

If the Insured comprises more than one party, Hollard will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each;

PROVIDED THAT:

the total liability of Hollard for all liability sustained by any or all of the Insured's will not exceed the Limit of Indemnity stated in the Schedule applicable to this Sub-Section of the Policy.

#### 4. **Damage to leased or rented premises**

Notwithstanding Exception 1 to this Sub-Section, the indemnity provided under this Sub-Section will extend to include liability for accidental loss of, or damage to premises (including fixtures or fittings) leased or hired by, or rented to You under a written contract or agreement, but this Extension will not apply to liability:

- 4.1 assumed by You under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by Hollard;
- 4.2 for fire or any other peril against which such contract or agreement requires that insurance is effected;
- 4.3 arising out of breach of any term, condition, or warranty under any other applicable insurance policy.

#### 5. **Liability by agreement**

This Sub-Section will also indemnify You against liability assumed by You under any contract entered into with or given to any rail service provider, 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.

#### 6. **Security firms**

Notwithstanding Specific Exception 3 of this Sub-Section, if in terms of a contract with a security firm engaged to protect the insured property or persons in the course of the Your business, and You become 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 Sub-Section 1, had the said employees been under a contract of service to You and not the security firm, but not exceeding the limit of indemnity stated in the Schedule.

If, at the time of an event giving rise to a claim under this Sub-Section, the security firm is entitled to an indemnity under any other Policy in respect of the same event, Hollard will not be liable to make any payment except in respect of any amount above the amount payable under such other Policy.

#### 7. **Statutory legal defence costs**

Hollard will pay legal costs incurred by You or at the Your request by any director, trustee or managing agent for the defence of a prosecution (including an appeal against a conviction) for a breach of statute or amending legislation with similar intent enacted within South Africa, committed or alleged to have been committed during the period of insurance in the course of the business;

PROVIDED THAT:

1. the prosecution arises out of an event which is the subject of this Sub-Section;
2. Hollard will not be liable for fines or penalties of any kind;
3. You are not entitled to indemnity under any other Policy;
4. the proceedings are not consequent upon any deliberate act or omission by:
  - 4.1 You;
  - 4.2 any director, managing agent or trustee of the Insured;
  - 4.3 any employee with any specific responsibility for compliance with any legislation which could reasonable have been expected to constitute a breach of the said legislation.
5. Hollard will not pay more than R150 000 (one hundred and fifty thousand rand) per event or R250 000 (two hundred and fifty thousand rand) in the aggregate any one period of insurance. You will be responsible for the first R2 500 (two thousand five hundred rand) each and every claim. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

### **OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**

#### **Food and Drink**

It is agreed and understood that this Policy shall be extended to cover your legal liability for claims made against you for accidental bodily injury of and/ or accidental property damage to any third party which occurs during the period of insurance and arises out of poisoning by or foreign or deleterious matter in food or drink consumed in or about the premises specified in the Policy;

PROVIDED ALWAYS THAT:

the Insured shall at all times take every possible precaution to prevent the sale or supply of any condition or free from contamination or for human consumption.

**Trustees and Directors Liability**

The amount payable under this Extension for any wrongful act by any Trustee(s) or Director(s), inclusive of any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Hollard's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, will not exceed in the aggregate the limit of indemnity for this Extension stated in the Schedule.

For the purpose of this cover, a wrongful act shall be any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully committed or attempted by a trustee which arises solely by reason of acting in a capacity as trustee of a body corporate.

PROVIDED THAT:

Notwithstanding anything to the contrary contained within the Policy, Hollard will not indemnify You under this Extension in respect of:

1. Any liability for the payment of VAT
2. Any remuneration or other monies to which the Body Corporate or Trustee(s) is/are legally entitled
3. Any indemnity claimed or claimable in terms of any other insurance
4. Any Trustee committing any wrongful act knowing such actions to be illegal, fraudulent or of malicious intent.
5. The first amount payable stated in the schedule.

**SPECIFIC CONDITIONS**

To the extent of any inconsistency between the General Conditions of this Policy and the Specific Conditions appearing below, the Specific Conditions will take precedent in respect of this Section of the Policy.

**1. Observance of terms**

You will abide by and fulfil all Terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by You. The truth of the statements, answers and information supplied in connection with this Policy will be a condition precedent to any liability of Hollard to indemnify You.

**2. Claims co-operation**

It will be a condition precedent to liability that in respect of any circumstance notified to Hollard or any claim itself, You will:

- 2.1 provide Hollard with such particulars and information as Hollard may require, immediately on request;
- 2.2 forward to Hollard any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;
- 2.3 give Hollard all information and assistance required as soon as practicable, and, where Hollard has conduct of proceedings, within such time limits as are specified by Hollard's legal representatives;
- 2.4 make no admission of liability, payment, offer or promise of payment, or agree to compromise or indemnify or waive any right of subrogation or recovery, without the express prior written consent of Hollard.

**3. Claims control**

Hollard will be entitled, at its own discretion, to take over and conduct in Your name the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

**4. Deductible**

The first amount payable will be subject to the following provisions:

- 4.1 where Hollard has incurred expenditure in the defence and/or settlement of any claim the first amount payable will be payable in whole or in part:
  - 4.1.1 at any stage when in respect of a claim sums have been paid in respect of damages, claimant's expenses and/or defence costs and loss adjusting expenses; or

- 4.1.2 at the settlement or closure of any claim; or
- 4.1.3 where at its own discretion Hollard so requires.

- 4.2 Hollard may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the first amount payable to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, You will immediately reimburse Hollard for the payment;
- 4.3 the terms of this Policy, including without limitation those governing Hollard's rights in relation to the conduct and defence of claims and Your duties in the event of a claim, will not be affected or modified in any way by the existence or application of the first amount payable.

## 5. Discharge of liability

Hollard may at any time, at its own discretion, pay to You the limit of indemnity under this Policy, or any lesser sum(s) for which any claim(s) can be settled, and Hollard, after the deduction of any sum(s) already paid in connection with such claim(s), will not be under further liability, except for the payment of defence costs and expenses already agreed and incurred;

PROVIDED THAT:

in the event of any claim(s) or series of claims resulting in a liability of Yours to pay in excess of the limit of indemnity, Hollard's liability by virtue of a judgment or settlement for such costs and expenses, will not exceed an amount being in the same proportion as the limit of indemnity bears to the total payment made by or on Your behalf in settlement of the claim(s).

## 6. Alteration of Risk

You will give Hollard immediate written notice of any alteration which materially affects the risk insured, and Hollard will not be under any obligation to indemnify You in respect of any claim(s):

- 6.1 until Hollard has agreed in writing to accept the altered risk; and
- 6.2 You paid or agreed to pay any additional premium required by Hollard.

## 7. Adjustments

Where the premium is calculated on the statements and estimates furnished by You, it is a requirement that You will:

- 7.1 keep an accurate record of all relevant particulars and at any reasonable time allow Hollard to inspect such record;
- 7.2 within one month of the expiry of each period of insurance furnish to Hollard such information as Hollard requires for such expired period and the premium for such period will thereupon be adjusted by Hollard and the difference be paid by, or allowed to, You as the case may be subject to any agreed minimum premium.

## 8. Law

This Policy is subject to and will be interpreted in accordance with the law of the Republic of South Africa.

## 9. Amendment

No amendment to this Policy will be effective other than by way of a written endorsement issued and signed by Hollard to the Policy.

## 10. Offset of premium

Hollard will be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by Hollard under Sub-Sections 1 and 2 of the Policy, any sums owed to Hollard by You in respect of premium(s) due under this Policy.

## 11. Standard extended reporting period

If this Section of the Policy is not renewed or is cancelled then You will have 31 (thirty one) days beyond the expiry date of the period of insurance in which to notify Hollard of any formal claim and/or writ and/or other demand for compensation or court process received prior to the expiry date of this Section of the Policy for any event which happened after the Retroactive date and within the period of insurance.



- 12. Special extended reporting period option (to be exercised by the Insured in writing in the event of non-renewal).**

At Your option, which option must be exercised within 31 (thirty one) days of non-renewal of this Section of the Policy, and payment of the additional premium required by Hollard within 31 (thirty one) days, in respect of the period within which any claim or circumstance that may give rise to a claim in terms of this Section of the Policy is to be reported in terms of General Condition 6, Hollard agrees that notice given within 36 (thirty six) months (hereinafter referred to as the Special extended reporting period option) immediately following the expiry (non-renewal) of this Section will be regarded as having been reported on the last day preceding the expiry (non-renewal).



## EMPLOYERS' LIABILITY (CLAIMS-MADE BASIS)

### DEFINED EVENTS

Damages which You will 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 You, which occurred in the course of and in connection with such person's employment by You 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 You in writing during the period of insurance.

### LIMIT OF INDEMNITY

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

### TERRITORIAL LIMITS

Worldwide(excluding the USA and Canada operations), but not in connection with:

1. any business carried on by You at or from premises outside; or
2. any contract for the performance of work outside;

the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi.

### SPECIFIC EXCEPTIONS

This section does not cover:

1. liability assumed by You under any contract, undertaking or agreement where such liability would not have attached to You in the absence of such contract, undertaking or agreement;
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
3. fines, penalties, punitive, exemplary or vindictive damages;
4.
  - 4.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini (formerly Swaziland);
  - 4.2 costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in 4.1 above;
5. any claim arising from an event known to You:
  - 5.1 which is not reported to Hollard in terms of General condition 6;
  - 5.2 prior to inception of this section;
6. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against You within the 48 (forty eight)-month period (or extended period in respect of minors) as specified in Specific condition 2.

### SPECIFIC CONDITIONS

1. Any claim first made in writing against You as a result of a defined event reported in terms of General Condition 6 (hereinafter termed reported event) will be treated as if it had first been made against You on the same day that You reported the event to Hollard.

2. In the event of cancellation or non-renewal of the policy:
  - 2.1 any claim resulting from a reported event, first made in writing against You during the 48 (forty eight) months immediately following cancellation or non-renewal will be treated as having been made against You on the same day that You reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.
  - 2.2 You may report an event in terms of General condition 6 to Hollard for up to 15 (fifteen) days after cancellation or non-renewal;
 

PROVIDED THAT:

    - 2.2.1 such event occurred during the period of insurance;
    - 2.2.2 any subsequent claim first made in writing against You as a result of such event will 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 2.1 above.
3. Any series of claims made against You 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 will be treated as if they all had first been made against You.
  - 3.1 on the date that the event was reported by You in terms of General condition 6; or
  - 3.2 if You were 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 You.

#### **OPTIONAL CLAUSE AND EXTENSION (if stated in the Schedule to be included)**

##### **Extended reporting option**

Subject to all the terms, exceptions and conditions of this section, Hollard agrees to extend the period during which You may report an event in terms of General condition 6 for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to as extended reporting period).

PROVIDED THAT:

1. this option may only be exercised in the event of Hollard cancelling or refusing to renew this section;
2. this option must be exercised by You in writing within 31 (thirty one) days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either You or Hollard;
4. You have not obtained insurance equal in scope and cover to this section as expiring;
5. Hollard will only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
6. claims first made against You or any reported events by You during the extended reporting period will be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
7. the total amount payable by Hollard for claims made or reported events during the extended reporting period will not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
8. any claim made, following a reported event during the extended reporting period, which is first made against You in writing more than 48 (forty eight) months after the last day preceding cancellation or non-renewal, will not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

#### **MEMORANDUM**

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

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

## CYBER INSURANCE (CLAIMS-MADE BASIS)

### DEFINED EVENTS

Notwithstanding General Exception 5, Cyber exclusion, and subject to the Terms, Condition and Exclusions of this Policy, including this Section, Hollard agrees to:

- 1. Cyber liability**  
indemnify You for amounts You are legally liable to pay as Loss resulting directly from a Claim first made against You and notified to Hollard in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act.
- 2. Crisis management expenses and notification expenses**  
pay Crisis Management Expenses and Notification Expenses incurred by You resulting directly from a Claim first made and notified to Hollard in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act.
- 3. First party expenses**  
pay First Party Expenses incurred by You during the Restoration Period, resulting directly from a Claim first made and notified to Hollard in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act.
- 4. Cyber extortion**  
reimburse Cyber Extortion Loss incurred by You resulting directly from a Claim first made and notified to Hollard in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act.
- 5. Digital media liability**  
indemnify You for Loss which You are legally liable to pay resulting directly from a Claim first made against You and notified to Hollard in accordance with the Provisions of this Section during the Policy Period as a result of a Harmful Act;

### PROVIDED THAT:

- Hollard's maximum liability for all payments on claims made during the Policy Period, including all Expenses, shall be the lesser of the applicable Defined Event Limit of Indemnity or the unpaid portion of the applicable Aggregate Limit of Indemnity in the Schedule for this Section for each Policy Period, regardless of the number of Claims or applicable Defined Events;
- claims involving the same or directly related Wrongful Acts or Harmful Acts constitutes a single Claim, originating at the earliest date a Claim is first made alleging such Wrongful Act or Harmful Act;
- Hollard is only liable to pay that part of each Loss or Expenses that exceeds the applicable Deductible. The Deductible is applicable to each and every Claim;
- should more than one of the Defined Events be applicable to a Claim, the highest of the applicable Deductibles stated in the Schedule shall be the sole Deductible applied. Any applicable time Deductible would apply in addition notwithstanding the aforementioned;
- neither General Provision 1 nor any other Extensions of cover contained in the Policy shall apply to the cover provided under this Section unless otherwise stated in the Schedule.

### MEMORANDUM

This Section forms part of the Policy and to the extent of any inconsistency between the General Exceptions, Conditions and Provisions of the Policy and this Section, the General Exceptions, Conditions and Provisions of this Section will prevail.

## SPECIFIC EXCEPTIONS

Hollard will not be liable for any payment in connection with any Claim based upon, arising out of, or resulting from:

1. **Prior circumstances and litigation**  
any circumstance which occurred or allegedly occurred prior to the Retroactive Date or the inception of this Section, whichever occurs first, or any circumstance where any written notice was given or accepted under any policy to which this Section is attached, as a renewal or a replacement.
2. **Insured versus insured**  
or brought or maintained by or on behalf of any Insured, except for Wrongful Acts resulting in an actual or potential Privacy Breach covered under Defined Event 1, or a Claim brought by an Insured resulting directly from a Claim otherwise covered under this Policy;
3. **Insolvency**  
Your insolvency, bankruptcy or any business rescue practices.
4. **Bodily injury and property damage**  
any bodily, mental or emotional injury, anguish or distress, sickness, disease or death, or physical damage to, impairment, corruption or destruction of any tangible property including loss of use thereof. Data is not considered tangible property. For Defined Event 5, this Exclusion does not apply to mental anguish or emotional distress resulting from the Insured's Digital Multimedia Activities.
5. **Employment practices**  
Your employment practices.
6. **Service interruptions, professional services, product liability**
  - 6.1 **6.1.1** service interruption or failure of satellites;
  - 6.1.2 electrical or mechanical failures or interruptions;
  - 6.1.3 outages of or interruption to supply of fuels, telecommunications or other infrastructure or services, unless under Your operational control or the Claim arises from a Network Security Breach;
  - 6.1.4 failure, gradual deterioration or theft of overhead transmission, distribution lines or subterranean insulation or cabling;
  - 6.2 Your failing or ceasing to provide a product or service; or
  - 6.3 expiration, cancellation, alteration, withdrawal or recall of products or services and/or loss of use thereof.
7. **Fees**  
for any fees, commissions, expenses or costs paid to or charged by You.
8. **Contractual breach**  
liability assumed by You under any contract or agreement unless such liability would have existed in the absence of such contract or agreement.
9. **Pollution**
  - 9.1 the presence of actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;
  - 9.2 direction or request to in any way respond to or assess the effects of pollutants or contamination of any kind; or
  - 9.3 the existence, emission or discharge of any electromagnetic field/radiation or electromagnetism that affects any person, the environment or property.

For this Exclusion contamination shall not include Malicious Code.
10. **Securities, fiduciary, intellectual property**
  - 10.1 shares and other securities, including violation of any securities law;
  - 10.2 racketeering, money laundering, anti-trust violations or restraint of trade or unfair competition;

- 10.3 violation of the responsibilities, obligations or duties related to employee benefit, pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or
- 10.4 the validity, invalidity, infringement of, violation or misappropriation of or assertion of any right to or interest in any intellectual property rights, licensing statutes or regulations.

**11. War, riot and terrorism**

General Exception 1 of the Policy is extended to include cyber-terrorism and cyber-war.

**12. Acts of God**

any physical or natural event outside of Your control.

**13. Trading losses**

- 13.1 any trading losses, trading liabilities or change in value of accounts;
- 13.2 any loss, transfer of, theft of monies, securities or tangible property of others in the care, custody or control of Your Organisation;
- 13.3 monetary value of any electronic fund transfers or transactions lost, diminished, or damaged during transfer, or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration in excess of the total contracted or expected amount.

**14. Legal action**

action for damages brought in a court of law outside South Africa, or where action is brought in a court of law within South Africa to enforce a foreign judgment by way of Reciprocal Agreement or otherwise.

**15. USA/Canada**

directly or indirectly resulting from or in consequence of, or in any way involving any matter or Claim where relief is sought or legal action or litigation is threatened or pursued in a court of law or other authority, constituted in the USA and/or Canada, or arising out of any activities carried on in the USA and/or Canada.

**16. Software**

the use of pirated software, software not yet released from its development stage or that has not passed all test runs and proven successful in daily operations.

**17. Hardware, computer systems**

the wear and tear, drop in performance, progressive or gradual deterioration, or ageing of electronic equipment and/or hardware or the Insured's failure to maintain any Computer System, software or other equipment.

**18. Rectifying weaknesses**

the failure to rectify or improve weaknesses or defects in Your Computer System or processes, where these have come to the attention of Your principal, partner or director (or any equivalent positions), with sufficient time to rectify to avoid, reduce or mitigate the impact of a resulting Claim.

**19. Extortion threat**

any Cyber Extortion Threat by any government entity or public authority. You will use your best efforts not to disclose the existence of Cyber Extortion Loss insurance. If through no fault of Hollard, knowledge of such enters the public domain or is revealed to a party posing a Cyber Extortion Threat, Hollard may cancel the Cyber Extortion Loss insurance with immediate effect from the date such knowledge was revealed.

**20. Unauthorised collection**

the unauthorised or unlawful collection of Third Party proprietary corporate or personal, private and confidential information.

**21. Betterment**

any costs or expenses incurred by You to:

- 21.1 identify or remediate any software errors or vulnerabilities;
- 21.2 update, replace, upgrade, recreate or enhance any part of Your Computer System to a level beyond that which existed prior to the Wrongful Act; or

- 21.3 research or develop any Data, including but not limited to trade secrets or other proprietary information; or
- 21.4 establish, implement, maintain, improve or remediate security or privacy practices, procedures or policies.

**22. Consequential/downstream damages**

any consequential or Downstream Attack losses or damages to any company who is not You to the extent that such Scheme Executive working for such company could be exposed to a Privacy Breach or Network Security Breach.

**23. Non-body corporate data**

any loss or damages for Data that is on Your Computer System that is not directly related to Your body corporate activities.

**DEFINITIONS**

Body Corporate	the Body Corporate as defined in the Sectional Titles Schemes Management Act (No. 8 of 2011) as amended or substituted from time to time and named in the Schedule.
Claim	<ol style="list-style-type: none"> <li>1. a written demand for damages or injunctive relief against You;</li> <li>2. a civil, criminal or penal judicial, administrative, investigative or regulatory proceeding, or arbitration commenced against You by the service of a statement of claim or similar pleading, the receipt or filing of a notice of charges, hearing or proceeding, the return of an indictment or laying of information request, or a notice of intent to arbitrate or similar document;</li> <li>3. a proceeding commenced by Your receipt of a complaint made to or by the Information Regulator or a similar governmental regulatory body;</li> <li>4. for Defined Event 2, notification by You to Hollard of an actual or potential Privacy Breach or Network Security Breach;</li> <li>5. for Defined Event 3, Claim shall only mean a Network Security Breach; or</li> <li>6. for Defined Event 4, Claim shall only mean a Cyber Extortion Threat</li> </ol>
Claim Expenses	reasonable and necessary costs, charges, fees and expenses (other than regular or overtime wages, salaries, fees or overheads of the Insured or any Subsidiary) incurred by Hollard or You with the prior written consent of Hollard, in defending Claims or investigating circumstances which may, in the Insured’s reasoned opinion, lead to a Claim
Crisis Management Expenses	reasonable and necessary expenses approved by Hollard within 1 (one) year of You notifying Hollard of the Wrongful Act, for a public relations consultant and related advertising or communication expenses at the direction of said consultant
Cyber Extortion Loss	<ol style="list-style-type: none"> <li>1. cyber Extortion Payment;</li> <li>2. reasonable and necessary forensic fees and expenses to determine and neutralise any Malicious Code or other compromise of the Insured’s Computer System.</li> <li>3. reasonable and necessary fees and expenses of the cyber extortion negotiator to investigate, determine and to end a Cyber Extortion Threat.</li> </ol> <p>PROVIDED THAT:</p> <ol style="list-style-type: none"> <li>1. the Cyber Extortion Loss shall not exceed the covered Expenses that You would have incurred had the Cyber Extortion Payment not been paid.</li> <li>2. Cyber Extortion Loss does not include any matters deemed uninsurable under the law governing the jurisdiction where the Insured has operations.</li> </ol>
Cyber Extortion Payment	funds or property paid with Hollard’s prior consent to terminate a Cyber Extortion Threat
Cyber Extortion Threat	a credible threat (accompanied by a demand for funds or property), directed at You to intentionally introduce Malicious Code to, carry out a Denial of Service Attack against, or commit a Theft of Data from the Insured’s Computer System
Data	the Insured’s machine readable information
Deductible	the first amount payable by You

Denial of Service Attack	deliberate attack on the Insured's Computer System which restricts or prevents access by persons authorised to access same
Digital Multimedia Activities	the publication or broadcast by You of any digital media content
Downstream Attack	use of the Insured's Computer System to attain Unauthorised Use of or Unauthorised Access to, participate in a Denial of Service Attack against or transmit Malicious Code to a foreign Computer System
Expenses	all Claim Expenses, Crisis Management Expenses, Notification Expenses, First Party Expenses and Cyber Extortion Loss
First Party Expenses	<p>the following reasonable and necessary costs and expenses incurred by You within 1 (one) year of You notifying Hollard of the Wrongful Act:</p> <ol style="list-style-type: none"> <li>1. to restore, re-collect, or replace Data. If Data cannot be restored, re-collected or replaced, the actual costs incurred up to such determination;</li> <li>2. of specialists, investigators, forensic auditors, or loss adjusters to conduct a review to substantiate that a Network Security Breach occurred, or to determine the scope, cause or extent of any theft or unauthorised disclosure of information or Data or Privacy Breach;</li> <li>3. reasonable and necessary costs and expenses incurred by the Insured to contain the Network Security Breach; including the use of external equipment, services, labour, premises or additional operating costs</li> </ol>
Harmful Act	<p>the following acts committed or attempted on or after the Retroactive Date, resulting directly from the Insured's Digital Multimedia Activities:</p> <ol style="list-style-type: none"> <li>1. defamation;</li> <li>2. unintentional infringement of copyright, domain name, title, slogan, trademark, trade name, service mark, service name or license agreement and unintentional infliction of trade duress;</li> <li>3. unintentional invasion, infringement, or interference with rights to privacy or publicity, including public disclosure of private facts, intrusion and commercial appropriation of name or likeness</li> </ol> <p><b>Harmful Act does not include the Insured's actual or alleged:</b></p> <ol style="list-style-type: none"> <li>1. copyright infringement in relation to software, source code or software license;</li> <li>2. discrimination;</li> <li>3. restraint of trade, deceptive trade practices, unfair competition or antitrust violations;</li> <li>4. infringement or publication, display, copying, theft or misappropriation of any proprietary information by, or with the active involvement of any Insured;</li> <li>5. trademark infringement through the containment or display of goods, products or services;</li> <li>6. divulging of trade secrets;</li> <li>7. Digital Multimedia Activities performed on internal message boards or messaging systems;</li> <li>8. errors in financial data published or publicised by the Insured;</li> <li>9. any other intellectual property except to the extent covered by 1, 2 or 3</li> </ol>
Insured/You	<ol style="list-style-type: none"> <li>1. the Insured Organisation;</li> <li>2. Insured Person;</li> <li>3. Scheme Executive; and</li> <li>4. Managing Agent</li> </ol>



Insured Organisation	the legal entity designated in the Schedule as the Insured, registered in terms of, the Companies Act (No. 71 of 2008), or Share Blocks Control Act (No. 59 of 1980) or the Housing Development Schemes for Retired Persons Act (No. 65 of 1988) all as amended or substituted from time to time, or any similar applicable legislation.
Insured Person	<ol style="list-style-type: none"> <li>1. any past or present director, officer, trustee, employee (whether temporary or part-time), partner, or principal of the Insured Organisation or a Subsidiary, but only while acting on behalf of or in the interest of the Insured Organisation or a Subsidiary;</li> <li>2. independent contractors of the Insured Organisation or of a Subsidiary who are natural persons, but only with respect to Wrongful Acts within the scope of such person’s duties performed on behalf of the Insured Organisation or of a Subsidiary; and</li> <li>3. any entity required by contract to be named an Insured under this Section and consented to in writing by the Company, but only for acts as detailed under the relevant Defined Event.</li> </ol>
Loss	<ol style="list-style-type: none"> <li>1. Claim Expenses resulting directly from a Claim;</li> <li>2. amounts which You are legally obligated to pay resulting directly from a Claim in respect of: <ol style="list-style-type: none"> <li>2.1 judgments or awards rendered against You;</li> <li>2.2 regulatory fines, penalties or punitive damages imposed by a governmental regulatory body, to the extent payable and insurable under the law governing Your operations; or</li> <li>2.3 settlements which have been approved or negotiated by Hollard</li> </ol> </li> </ol> <p><b>Loss does not include:</b></p> <ol style="list-style-type: none"> <li>1. profits, restitution, or disgorgement of profits by any Insured;</li> <li>2. costs to comply with orders granting injunctive or non-monetary relief;</li> <li>3. return or offset of fees, charges, royalties or commissions for goods or services;</li> <li>4. non-compensatory (except to the extent covered at (2.2)), multiple or liquidated damages;</li> <li>5. fines or penalties (except to the extent covered at (2.2));</li> <li>6. damages, fines, penalties or awards from industry-wide, non-firm specific regulatory inquiry or action;</li> <li>7. any amount which the Insured is not legally liable to pay;</li> <li>8. loss of any remuneration or financial advantage to which the Insured was not legally entitled;</li> <li>9. matters deemed uninsurable under the jurisdiction in which a Claim is brought; and</li> <li>10. matters relating to laws not pursuant to which this Section may be construed.</li> </ol>
Malicious Code	software designed to infiltrate or damage the Computer System without the Insured’s consent
Managing Agent	a person or company inclusive of its permanent employees with delegated functions, appointed by the Body Corporate or the Insured Organisation to control, manage and administer the business or affairs of the Body Corporate and/or Insured Organisation
Network Security Breach	a Downstream attack, Unauthorised Access to, Unauthorised Use of, Theft of Data from, Denial of Service Attack against or transmission of Malicious Code to the Insured’s Computer System, including physical theft of any part thereof
Notification Expenses	reasonable and necessary expenses approved by Hollard within 1 (one) year of You notifying Hollard of the Wrongful Act, to comply with governmental privacy legislation or Guidelines recommending as best practice, notification in the event of a Privacy Breach or Network Security Breach



Privacy Breach	a statutory, regulatory or common law breach of confidentiality, infringement, or violation of any right to privacy, which results in harm to employees of the Insured or third parties
Restoration Period	begins for First Party Expenses, immediately after the actual or potential impairment or denial of Your business activities occurs; and continue until the earlier of: the date Your business activities are restored, with due diligence and dispatch, to the condition that would have existed had there been no Network Security Breach; or 60 days after the date Your Computer System is fully restored, with due diligence and dispatch, to the condition that would have existed had there been no Network Security Breach
Retroactive Date	the Retroactive Date as specified in the cyber Section Schedule. If not specified, the Retroactive Date shall be the date of first inception of this Section
Scheme Executive	any person who is a trustee, director or other person who exercises executive control over the financial affairs of the Scheme and/or Insured Organisation
Sensitive Systems	all systems (including all hardware, software, physical components thereof and data stored thereon) visible to external networks and/or used to store/process Sensitive Information
Sensitive Information	<ol style="list-style-type: none"> <li>1. any confidential or proprietary non-public information of the Insured or Third Party; or</li> <li>2. any confidential non-public information relating to a natural person</li> </ol>
Subsidiary	any entity in which the Insured Organisation directly or indirectly: <ol style="list-style-type: none"> <li>1. holds or controls the majority of voting rights;</li> <li>2. has the right to appoint, remove, or controls a majority of the board of directors, or board of trustees, or the functional equivalent; or</li> <li>3. holds more than half of the issued share or equity capital</li> </ol>
Theft of data	the unauthorised taking, misuse, modification, deletion, corruption, destruction or disclosure of Data or information, whether in paper or electronic format
Third Party	any entity or natural person.  Third Party does not mean: any Insured; or any other entity or natural person having a financial interest or executive role in the operation of the Insured or any Subsidiary
Unauthorised Access	the actual gaining of access to a Computer System by an unauthorised person or persons or an authorised person in an unauthorised manner
Unauthorised Use	the use of a Computer System by an unauthorised person or persons or an authorised person in an unauthorised manner
USA and/or Canada	the United States of America and/or Canada and/or their respective possessions or protectorates and/or any country operating under the laws of the United States of America or Canada
Wrongful Act	the following acts committed, attempted or alleged on or after the Retroactive Date: <ol style="list-style-type: none"> <li>1. for purposes of coverage under Defined Events 1 and 2 any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an Insured, with respect to its duties as such, or others acting on behalf of the Insured for whom the Insured is legally responsible, resulting in an actual or potential Privacy Breach or Network Security Breach;</li> <li>2. for purposes of coverage under Defined Events 3 and 4 a Network Security Breach;</li> <li>3. for purposes of coverage under Defined Event 5, a Cyber Extortion Threat</li> </ol>

## SPECIFIC CONDITIONS

### 1. Reporting and notice

You will notify Hollard as soon as practicable, but within 31 (thirty one) days, upon You becoming aware of any Claim or circumstance which could reasonably give rise to a Claim. For any Cyber Extortion Threat made, You will immediately notify Hollard.

### 2. Corporate acquisitions, mergers, amalgamations and takeovers

This Section does not cover any Company or other legal entity acquired during the period of insurance unless notified to and endorsed by Hollard.

### 3. Territory, jurisdiction and governing law

This Section applies to Claims resulting from acts alleged or committed anywhere in the world and shall be construed in accordance with the laws of the Republic of South Africa.

### 4. Service level agreements

Hollard has entered into service level agreements with service providers for the provision of services covered under the Section Insuring Agreements. The terms of the service level agreements are applicable to You as if You had signed these and are available from Hollard on request.

### 5. Minimum security requirements

It is a condition precedent to liability that in addition to its data and information security procedures as disclosed You undertake to comply fully with the Company's minimum IT security requirements as specified hereunder on commencement of and throughout the duration of this Section:

- 5.1 Firewalls implemented to restrict access to digitally stored Sensitive Information.
- 5.2 Anti-virus and/or anti-malware software implemented on all desktops, laptops and Sensitive Systems (where applicable and in accordance with best practice recommendations) and kept up to date per the software providers' recommendations.
- 5.3 Security related patches and updates applied on Sensitive Systems within 3 (three) months of release by the provider.
- 5.4 Password controls implemented on Sensitive Systems. These controls must include:
  - 5.4.1 password length of at least 8 (eight) characters;
  - 5.4.2 user account passwords changed at least every 120 (one hundred and twenty) days;
  - 5.4.3 passwords configured which are not common dictionary words and cannot within reason be deemed widely used or easily guessable;
  - 5.4.4 user accounts configured to lockout as a result of at most 20 (twenty) failed authentication attempts;
  - 5.4.5 all default installation and administration accounts secured via changing the password and where possible disabling, deleting or renaming the account.
- 5.5 Administrative and remote access interfaces are not accessible via the open internet. Where such interfaces are required these are accessible exclusively over secured channels such as Virtual Private Network (VPN) connections.
- 5.6 Controls implemented to restrict wireless network access to Sensitive Systems and Sensitive Information to authorised users. Controls to include:
  - 5.6.1 enabling encryption of wireless network traffic;
  - 5.6.2 changing default access passwords to complex passwords comprising lowercase letters, uppercase letters, numbers, and symbols;
  - 5.6.3 implementing authentication to access the wireless network.
- 5.7 Controls implemented to restrict physical access to offices, server rooms/sensitive processing facilities and if applicable remote locations including disaster recovery sites to authorised users.
- 5.8 The system and/or activity logs for all Sensitive Systems stored for a minimum period of 6 (six) months.

- 5.9 User privileges for users with access to Sensitive Systems and Sensitive Information must be revoked within 31 (thirty one) days of termination of employment at the Insured and where notified for termination of employment at a service provider.
- 5.10 In order to qualify for cover under Defined Event 4:
  - 5.10.1 documented disaster recovery and business continuity plans;
  - 5.10.2 generate backups at least weekly;
  - 5.10.3 monitor for the successful generation of backups;
  - 5.10.4 test the ability to restore data at least every 6 (six) months.

## MOTOR

### SUB-SECTION A – LOSS OR DAMAGE DEFINED EVENTS

**1. Loss of or damage:**

to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

**2. Additional costs**

In addition, Hollard will pay for:

**2.1 protection and removal:**

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

**2.2 storage:**

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

**2.3 emergency repairs:**

You may give instructions for emergency repairs to be executed without the previous consent of Hollard;

PROVIDED THAT

a detailed estimate is first obtained and forwarded to Hollard;

**2.4 delivery after repair:**

the cost of delivery to You, after repair of such loss or damage, to Your permanent address per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;

PROVIDED THAT:

Hollard will not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any one period of insurance in respect of 2.1, 2.2, 2.3 and 2.4 above.

**3. Limit of indemnity**

The limit of indemnity for each type of vehicle is as stated in the Schedule shall be the maximum amount payable by Hollard.

**4. Repair, reinstate or replace**

4.1 Hollard may, at its own option and discretion, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule and/or the reasonable retail value, including any specified accessories whichever is the lesser.

4.2 If Hollard replace or reinstate such vehicle Hollard shall have the option to take ownership of the vehicle.

**5. Reasonable retail value**

The reasonable retail value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide.

### PROVISIONS

**1. Suspensive sale**

If, to the knowledge of Hollard, 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 Hollard in respect of such loss or damage.

## 2. First amount payable

In respect of each and every occurrence giving rise to a claim under this Sub-Section A, You will 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 A (including any payment in respect of costs, expenses and fees), and of any expenditure by Hollard in the exercise of any discretion it may have under this insurance. If the expenditure incurred by Hollard shall include any first amount payable for which You are responsible, such amount shall be paid by the You to Hollard.

## 3. Fire, lightning and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning or explosion.

## 4. Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

### 4.1 if supplied by the manufacturer when new

the replacement value of the item subject to the standard Compulsory First Amount Payable stated in the Schedule;

### 4.2 not supplied by the manufacturer when new (after-market installation)

not specified as a separate item in the Schedule, limited to R3 500 (three thousand five hundred rand) subject to a first amount payable of R500 (five hundred rand);

### 4.3 specified in the Schedule

the amount stated in the Schedule and reduced by the amount stated in the Schedule.

## SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

Hollard will not be liable to pay for any:

1. consequential loss as a result of any other cause;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:
  - 6.1 by application of brakes; or
  - 6.2 by road punctures, cuts or bursts; or
  - 6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

UNLESS:

damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

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

### **DEFINED EVENTS**

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

1. death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household or family as the Insured;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

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:

1. 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;
2. such person driving such vehicle has not to be Insured's knowledge been refused any motor insurance or continuance thereof by any Insurer;
3. indemnity shall not apply in respect of claims made by any member of the same household as such person;
4. such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;

3. indemnify the Insured while personally driving or using any 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 Vehicles 1. or 2.;

PROVIDED THAT:

the Company shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

PROVIDED THAT:

the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

### **LIMITS OF INDEMNITY**

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

## SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

Hollard will not be liable under this Sub-Section in respect of:

1. any compensation or claim as falls within the scope of any Compulsory Motor Vehicle Insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Definition Vehicles 2., 3., 4. or 5. at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 kg (one thousand five hundred kilograms));
3. 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 Exception shall not apply to forklift trucks;
4. if it is required that the driver of the insured vehicle effects a separate third party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

## SUB-SECTION C – 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, Hollard will pay to You the medical expenses incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant and R50 000 (fifty thousand rand) 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 or under any medical expenses scheme or medical insurance.

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 it is insured in terms of 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

This benefits applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

### DEFINITIONS

Accessories and spare parts	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras)
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
Definition vehicle	<b>Definition 1</b> Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car and the like or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's

Definition vehicle (cont)	<b>Definition 2</b> Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's
	<b>Definition 3</b> Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts
	<b>Definition 4</b> Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's
	<b>Definition 5</b> 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
	Description of use Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured; <b>but excluding:</b> <ol style="list-style-type: none"> <li>1. hiring,</li> <li>2. carriage of passengers for hire or carriage of fare-paying passengers,</li> <li>3. racing, speed or other contests, rallies, trials,</li> <li>4. carriage of explosives</li> <li>5. carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry</li> <li>6. use for any purpose in connection with the motor trade.</li> <li>7. Use for other than what the vehicle was constructed or licenced to be used for.</li> </ol> <p>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 but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar</p>

## CLAUSES AND EXTENSIONS

### Cross liabilities

Where more than one Insured is named in the Schedule, Hollard 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 Hollard will not exceed the limit of indemnity stated in the Schedule.

### Emergency accommodation

Accommodation for You and/or spouse as well as any passenger whom is travelling with You in respect of an emergency as a result of:

1. loss or damage to the vehicle; or
2. mechanical, electronic or electrical breakdown of the vehicle;

Hollard will pay up to R500 (five hundred rand) per person or R2 500 (two thousand five hundred rand) in the aggregate any one occurrence or R5 000 (five thousand rand) in the aggregate and any period of insurance.

This extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).



## Loss of fuel

Hollard will pay for loss of fuel from the fuel tank of the vehicle covered in terms of Sub-Section A of the Section and stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

1. You will provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of loss;
2. Hollard's liability will not exceed R1 000 (one thousand rand) any one occurrence; and
3. You will be responsible for the first R250 (two hundred and fifty rand).

You will pay in addition all other first amounts payable in terms of the original claim.

## Loss of locks, keys, central locking devices and remotes

Hollard will indemnify You in respect of the cost of replacing locks, keys, central locking devices and remotes 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 You having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

1. Hollard's liability will not exceed R15 000 (fifteen thousand rand) in respect of any one event; and
2. You will be responsible for the first 10% (ten percent) of the claim with a minimum of R1 250 (one thousand two hundred and fifty rand);
3. the vehicle is insured under Sub-Section A.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

## Parking facilities and movement of third-party vehicles

This Section extends to indemnify You 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 You) by any person in Your employment or acting on Your behalf:

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward.
2. Hollard's liability will not exceed R2 500 000 (two million five hundred rand) any one event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

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

## Passenger liability

Exception 2 to Sub-Section B shall not apply to vehicles described in definition 2., other than special types, or in definitions 3 or 4. The limit of indemnity for any one occurrence shall not exceed R2 500 000 (two and a half million rand).

## Principals

Notwithstanding Specific Exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers 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 Hollard will not exceed the limit of indemnity stated in the Schedule.

### Repatriation of vehicles used outside the territorial scope

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the Republic of South Africa, the following conditions shall apply, without exception:

1. if the insured vehicle is lost or damaged Hollard will pay for costs incurred:

**1.1 occupants:**

in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R10 000 (ten thousand rand) per event;

**1.2 vehicle transport cost:**

for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa or as agreed with Hollard subject to a maximum of R5 000 (five thousand rand) per event;

**1.3 temporary repairs:**

or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R5 000 (five thousand rand);

PROVIDED THAT:

You will provide Hollard with all relevant and supporting documentation relevant to the costs incurred on request. This extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

### Roadworthiness/compliance

You must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

### Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South

Africa, the liability of Hollard will be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

### Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, Hollard will pay the reasonable replacement value of such device up to R1 500 (one thousand five hundred rand).

### Vehicle replacement

Hollard will instead of a monetary payment and subject to Your consent and/or of any other interested party known to Hollard replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000 km (thirty thousand kilometres);

PROVIDED THAT:

1. the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to Hollard; or
2. the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;

PROVIDED FURTHER THAT:

1. the basis of indemnity will be the current cost of a new motor car of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity as stated in the Schedule (less the First Amount Payable);
2. in the event of a vehicle being replaced under the circumstances as described in Provision 1 and 2 above, Hollard will be entitled to the possession and ownership of the lost or damaged vehicle.

This extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

### **Vehicle sharing**

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger-carrying compartment of light delivery vehicles (LDV's) with a gross vehicle mass not exceeding 3 500 kg (three thousand five hundred kilograms) when it is part of a vehicle-sharing agreement for social purposes or commuting, will not be regarded as excluded under the Description of Use Conditions;

PROVIDED THAT:

1. the passengers are not being carried in the course of a passenger-carrying business;
2. the total payments received for such journeys do not involve any element of profit.

### **Waiver of subrogation rights**

For the purposes of this Section, Hollard 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, fulfill and be subject to Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

### **War**

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

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

### **Windscreen/Glass**

Hollard will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head or tail lamps, or fitted spotlights forming part of any vehicle as stated in the Schedule;

PROVIDED THAT:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. You will be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss;
3. the vehicle is insured under Sub-Section A.

### **Wreckage removal**

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by You in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a Defined Event;

PROVIDED THAT:

in addition to the limit of indemnity under Sub-Section A of this Section, the limit of Hollard's liability under this Extension shall not exceed R10 000 (ten thousand rand), in respect of any one occurrence.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

## **OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**

### **Contingent liability**

The indemnity under Sub-Section B includes claims made against:

1. You in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by You, while being used by any partner or director or employee of You (hereinafter in this Extension referred to as 'such person');
2. any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to such person or to You 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:

1. Exception 2 under Sub-section B is deleted;
2. Hollard will not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
3. the payment by You of subsidies or travelling allowances to such person for the use of his own vehicle for Your official purposes, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
4. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, You or such person is entitled to indemnity under any other policy in respect of the same occurrence, Hollard will not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
5. the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
6. Hollard's liability shall not exceed the limit stated in the Schedule for each and every occurrence.

**Credit shortfall**

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, Hollard will pay to You an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

**Retail value plus**

If the vehicle described in the Policy Schedule, covered under Sub-Section A, is stolen, hijacked or damaged beyond economical repair and for which the Company accepted liability to compensate for, the Company will pay the Reasonable retail value (as per the Defined Events) at the time of loss, plus the additional percentage plus any specified accessories as stated in the Policy Schedule;

PROVIDED THAT:

1. The Company's liability shall not exceed:
  - 1.1 the maximum indemnity stated in the Policy Schedule against such vehicle; or
  - 1.2 the Reasonable retail value (as per the Defined Events) as at the time of loss PLUS the additional percentage selected PLUS any specified accessories, as stated in the Policy Schedule;less the first amount payable under Sub-Section A, whichever is the lesser;
2. the Insured shall provide the Company with written proof, obtained from a motor dealer, accredited professional valuator or registered motor club, confirming the value of the vehicle as at the time of loss;
3. this Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

## Riot and strike

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:

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

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## Unauthorised passenger's personal injury liability

The indemnity under Sub-Section B, notwithstanding Exception 2. thereto, extends to cover Your 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 Your 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.

## Vehicle hire

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which Hollard accepted liability to compensate for, Hollard will at their discretion pay to You the equivalent rental cost of a replacement vehicle or arrange for a replacement vehicle;

PROVIDED THAT:

### 1. Cost and capacity of vehicle rented:

- 1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
- 1.2 the engine capacity of the hired vehicle shall not exceed 2 000 cc (two thousand cubic centimeters);
- 1.3 the carrying capacity of the hired vehicle shall not exceed 3 500kg (three thousand five hundred kilograms);
- 1.4 all delivery and/or collection costs;
- 1.5 administration costs chargeable by the vehicle hire company;

subject to a maximum of R1 500 (one thousand five hundred rand) for each and every event in terms of 1.4 and 1.5 above.

### 2. Excluded costs (costs the Company shall not be liable to pay):

- 2.1 any deposits payable;
- 2.2 fuel used during the rental period;
- 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
- 2.4 excesses payable to the rental company.

### 3. The rental period:

- 3.1 starts on the day Hollard admits liability in terms of the original claim and agrees to the rental;
- 3.2 the rental period shall cease at the time when:
  - 3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
  - 3.2.2 the vehicle is repaired after being damaged and returned to the owner;
  - 3.2.3 Hollard has discharged liability in respect of the loss suffered;
  - 3.2.4 after 30 (thirty); 45 (forty five) or 60 (sixty) consecutive days (as stated in the policy schedule),whichever occurs first.

This extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

#### **Waiver of basic compulsory first amount payable**

The Basic Compulsory First Amount Payable as stated in the Schedule is hereby cancelled;

PROVIDED THAT:

- 1. this Extension applies to You and Your designated driver who is older than 25 (twenty five) years of age and has held a valid driver's licence for more than 5 (five) years and which is unendorsed;
- 2. this Extension shall not apply to windscreen claims and if the loss or damage is as a result of theft or hi-jacking of the vehicle.

This extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

#### **OPTIONAL LIMITATION OF COVER (if stated in the Schedule to be applicable)**

##### **Third party only limitation**

The following are cancelled:

- 1. Sub-Section A;
- 2. Sub-Section C.

##### **Third party and fire only limitation**

The liability of Hollard under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Furthermore, Sub-Section C is cancelled.

##### **Third party, fire and theft only limitation**

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 theft/hi-jack. Furthermore, Sub-Section C is cancelled.

#### **SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)**

- 1. Hollard will not be liable for any accident, injury, loss, damage or liability:
  - 1.1 whilst the vehicle is being used with Your general knowledge and consent of otherwise than in accordance with the description of use clause;
  - 1.2 incurred:
    - 1.2.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;

PROVIDED THAT:

Hollard will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;

- 1.2.2 but Hollard will indemnify You 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;
- 1.3 arising from the ownership, possession or use of vehicles:
  - 1.3.1 used principally for the transportation of explosives such as nitro-glycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;
  - 1.3.2 in the underground workings of any mine or on the apron or runway at any airport;
- 1.4 incurred while any vehicle is being driven by:
  - 1.4.1 You:
    - 1.4.1.1 while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself); or
    - 1.4.1.2 while Your blood alcohol percentage exceeds the statutory limit at the time of the occurrence; or
    - 1.4.1.3 while not holding a valid driver's licence to drive such vehicle;
  - 1.4.2 any other person with Your general consent who, to Your knowledge:
    - 1.4.2.1 is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself); or
    - 1.4.2.2 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence; or
    - 1.4.2.3 who does not hold a valid driver's licence to drive such vehicle, but this shall not apply if You was unaware that the driver did not hold a valid driver's licence and You can prove to the satisfaction of Hollard that, in the normal course of his/her business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;
  - 1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if the said person has held a PDP but has not renewed it and is applicable to all drivers of:
    - 1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);
    - 1.4.3.2 breakdown vehicles;
    - 1.4.3.3 buses;
    - 1.4.3.4 mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
    - 1.4.3.5 motor vehicles conveying persons for reward;
    - 1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

but this shall not apply if You was unaware that the driver did not hold a valid licence and You can prove to the satisfaction of Hollard that, in the normal course of business, procedures are in operation to ensure that only licensed drivers with valid licences are permitted to drive insured vehicles;

PROVIDED THAT:

any driver shall be deemed to be licensed to drive the vehicle if he/she is complying with the licensing laws relating to any of the territories referred to under Specific Exception 1.2.1 or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

It is understood that for the purpose of Specific Exception 1, if You are a company or close corporation, the term You shall include any director or senior manager of such company or close corporation.

2. Hollard will 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**

### **Driver's licence**

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in Your favour or Your authorised driver is endorsed, suspended, cancelled or revoked, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to Hollard immediately when You have knowledge of such fact.

### **Vehicle security/immobiliser**

1. If Hollard specifies that a particular type of security system must be installed to any insured vehicle stated in the Schedule of this Section, for You to qualify for theft cover in terms of this Policy or if You receives a security discount on any Insured vehicle stated in the Schedule of this Section, the onus rests upon You, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. You will ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. Hollard will not be liable in respect of any loss or damage arising from such theft of such vehicle if You:
  - 3.1 fail to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
  - 3.2 cancels the service agreement;
  - 3.3 fail to pay any subscription due in terms of such agreement.

In the event that Hollard specifies that any tracking device must be installed in an insured vehicle, You must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.



## ELECTRONIC EQUIPMENT

### SUB-SECTION A – MATERIAL DAMAGE

#### DEFINED EVENTS

**1. Physical loss of or damage:**

to the property insured described in the Schedule from any cause not hereinafter excluded whilst:

- 1.1 at work or at rest anywhere within the insured premises as specified;
- 1.2 in transit including loading and unloading or whilst temporarily stored at any premises en route;
- 1.3 temporarily removed from the insured premises to any other location;

**2. Losses as a result of lightning and power surge:**

to property described in the Schedule;

PROVIDED THAT:

- 1. must be protected by surge arrestors installed on all data lines, power supplies, electronic distribution boards or individual equipment on the insured premises and installation must comply with all SABS and similar requirements;
- 2. You will be responsible to pay an additional 10% (ten percent) of claim with a minimum of R1 000 (one thousand rand) if not complied with 1 above.

**3. Losses as a result of remote blocking:**

- 3.1 If You can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.
- 3.2 Where You maintain that the vehicle was locked but no evidence of forcible and violent entry into or exit from the vehicle exists, cover may be considered;

PROVIDED THAT:

- 1. the police case number is supplied to Hollard;
- 2. cover shall only apply to property that is separately and individually specified in the Schedule;
- 3. after deduction of the first amounts payable in the Schedule, the liability of Hollard is further restricted to the lesser of the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) in respect of any one event.

PROVIDED THAT:

Should the loss of or damage be entertained in terms of 3.2 above, the Insured shall be responsible for an additional first amount payable of 10% (ten percent) of the claim, minimum R1 000 (one thousand rand) or the amount stated in the Schedule.

#### SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

Hollard will not be liable to indemnify You irrespective of the original cause in respect of:

**1. the first amount payable:**

as stated in the Schedule in respect of Sub-Section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured;

**2. derangement:**

unless accompanied by physical damage otherwise covered by this Section;

**3. maintenance and/or leasing agreement:**

loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the Insured covering the insured equipment;

**4. faults or defects:**

known to You (or You responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to Hollard or any consequences thereof;

**5. wastage:**

of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature;

**6. parts having a short life:**

such as (but not limited to) batteries, contacts, X-ray tubes, bulbs, 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, Hollard will indemnify You for the residual value prior to the loss of such exchangeable parts;

**7. 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;

**8. cleaning process:**

its undergoing a process of cleaning, repair, alteration or restoration;

**9. cost of reproducing:**

the cost of reproducing data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise unless specifically provided for in Sub-Section B hereof;

**10. loss of use:**

of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein or as a result of its inherent vice or defect, vermin, insects, damp, mildew or rust;

**11. detention and judicial process**

detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;

**12. loss, theft or disappearance:**

12.1 from the premises:

of the property insured unless accompanied by visible signs of forced and violent entry to or exit from the insured premises/situation;

PROVIDED THAT:

this Exception shall not apply to portable laptops, notebooks/palm-tops as well as all other hand-held electronic equipment individually specified in the Schedule;

12.2 while in transit:

of the property insured by theft accompanied by visible signs of forced and violent entry to the transporting vehicle during transit or whilst temporarily removed from the insured premises unless identifiable by the Insured with a specific incident which has been immediately reported to the police and Hollard;

PROVIDED THAT:

if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver and the property insured is of necessity left unprotected, Specific Exception 12.2 above shall not apply.

12.3 unattended vehicle:

if such loss took place from an unattended vehicle;

PROVIDED THAT:

1. the property is concealed in a completely closed and securely locked vehicle; or
2. the vehicle itself was housed in a securely locked building; and
3. entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit.

## **BASIS OF INDEMNITY**

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 VAT.

### **1. Partial loss**

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order;

PROVIDED THAT:

1. the value of damaged parts which can be used will be deducted;
2. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section;
3. if, without the consent of Hollard, temporary repairs are carried out by You 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 Hollard. 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 Your account;
4. where the damage is restricted to a part or parts of an Insured item, Hollard will not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the sum insured.

### **2. Total loss**

2.1 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 THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to Your requirements, subject to the liability of Hollard not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
2. until expenditure has been incurred by You in replacing or reinstating the property insured, Hollard will 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. these Conditions shall be without force or effect if:
  - 3.1 You fail to intimate to Hollard within 6 (six) months of the date upon which the damage occurred (or such further time as Hollard may in writing allow) their intention to replace or reinstate the property insured;
  - 3.2 You are unable or unwilling to replace or reinstate the property insured on the same or another site;

4. at the sole option of Hollard, following commercial and technical appraisal by a representative of Hollard, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this Policy.

#### **Definition of new property insured**

New property shall mean property purchased no more than 7 (seven) years (or such extended period as may be approved by Hollard in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

In respect of property insured not provided for in 2.1 above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of Hollard, the property insured shall be regarded as totally destroyed if the repair costs as defined in 1. (Partial Loss) above equal or exceed its market value immediately before the damage.

#### **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:

1. 20% (twenty percent) for the first year after the date of purchase;
2. 10% (ten percent) per year for each succeeding year;

and 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. (Partial loss) and 2. (Total loss) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, You will be considered as being Your 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:

#### **1. 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 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of Your claim.

#### **2. Clearance costs**

Costs necessarily and reasonably incurred by You 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 20% (twenty percent) of the total amount of the claim.

### 3. Express delivery and overtime

Extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by You for effecting repairs or replacement approved by Hollard, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

## CLAUSES AND EXTENSIONS (applicable to Sub-Section A only)

### Hire purchase/finance agreements

Where Hollard 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 Hollard in respect of loss or damage indemnifiable by this Sub-Section of the policy.

### Software upgrade

If Hollard has accepted liability in terms of a claim, Hollard will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

PROVIDED THAT:

1. the cost towards the replacement or upgrade of the software shall not exceed 20% (twenty percent) of the value of the insured equipment or R5 000 (five thousand rand) whichever is the lesser;
2. You will be responsible for the first R750 (seven hundred and fifty rand) for each and every upgrade or replacement;
3. this Extension shall apply to each item separately and individually.

### Tenants

This insurance will not be invalidated by any act or neglect on the part of Your tenant (where You own the building) or another tenant or the owner of the building (where You are a tenant);

PROVIDED THAT

You notify Hollard as soon as such act or neglect comes to Your knowledge and pay on demand the appropriate additional premium.

## 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:

#### 1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by You during the indemnity period, being 3 (three) months, in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with Your normal business, not exceeding R10 000 (ten thousand rand), less any sum saved during the indemnity period in respect of such charges and expenses of the business as may cease or be reduced in consequence of the accident. A time delay (time excess) of 24 (twenty four) hours is applicable from the time of loss.

PROVIDED THAT:

the indemnity for this item shall not apply directly or indirectly to:

1. the cover provided for in item 2. of this Sub-Section;
2. the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this Section.

#### 2. Reinstatement of data/programs

The insurance under this Section is extended to include costs and expenses necessarily and reasonably incurred by You 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 or by theft or by the deliberate willful or wanton intention of causing the cancellation or corruption of data or programs, subject to General Exceptions 1, 3 and 4 and Specific Exceptions 2, 3, 4 and 5 to Sub-Section A of this Section up to a maximum amount of R10 000 (ten thousand rand);

PROVIDED THAT:

1. the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
2. in respect of each and every event or series of events arising out of or in connection with any one event or cause indemnifiable by this item, You will bear the first R750 (seven hundred and fifty rand) as the first amount payable;
3. where You elects to insure programs (software), a Schedule of such programs shall be lodged with Hollard at the commencement of each period of insurance;

**DEFINITIONS (applicable to Sub-Section B)**

Indemnity period	<p>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.</p> <p>The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.</p>
Accident	<ol style="list-style-type: none"> <li>1. Applicable to increased cost of working only – physical loss of or damage to the property insured, described in the Schedule, from any cause as provided for under Sub-Section A of this Section, liability under which Sub-Section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.</li> <li>2. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than:             <ol style="list-style-type: none"> <li>2.1 the deliberate act of the Insured or any supply authority;</li> <li>2.2 drought or shortage of fuel at any electricity utility;</li> </ol> <p>PROVIDED THAT:</p> <ol style="list-style-type: none"> <li>1. the liability of the Company shall not exceed the sum insured by this Sub-Section;</li> <li>2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure.</li> </ol> </li> </ol>

**LIMIT OF LIABILITY**

The liability of Hollard will 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 Hollard of any sum or sums in discharge of Hollard’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.

You will pay to Hollard the additional premium required by Hollard calculated pro-rata from the day of the accident to the end of the period of insurance.

**SPECIFIC EXCEPTIONS (SUB-SECTION B ONLY)**

Unless specifically provided for:

**1. Fines and penalties**

Hollard will not be liable to indemnify You in respect of fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature.

**2. Loss of profit**

Hollard will not be liable to indemnify You in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

## SPECIFIC CONDITIONS

### Burglar bars and security gates

It is a condition precedent to acceptance of liability in terms of this section, that all external doors are fitted with security gates, and the opening portion of any external window must be protected by means of burglar bars unless specifically stated otherwise in the Schedule.

### Burglar alarm warranty

It is a condition precedent to the liability of the Company that if a burglar alarm is installed at the insured premises, the following conditions apply:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is/are not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Company will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;

PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

### Reinstatement

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

1. You being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time; or
2. addition, alteration or improvements being effected to the property insured on the occasion of its repair;

PROVIDED THAT:

Hollard's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 1. and 2. above

## MEMORANDA

### Capital additions and currency fluctuations

The indemnity by this Section shall include:

1. additional equipment or programs purchased by You 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 Your premises;

2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured;



**PROVIDED THAT:**

the increase shall not exceed, by more than 25% (twenty-five percent), the total sum insured for Sub-Section A specified in the Schedule, it being agreed that You will advise Hollard of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% (fifty percent) of the difference.

**Prevention of access**

If, during the indemnity period, the business at the premises be interrupted or interfered with in consequence of You being prevented from having access to the property insured situated at the premises caused by damage to property within a 10 km (ten kilometre) radius of the Insured premises, and up to 90 % of the sum insured of Sub-Section A, as described in the Schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, Hollard will indemnify You for loss resulting from such interruption or interference in accordance with the provisions contained herein;

**PROVIDED THAT:**

1. You are not entitled to indemnity as provided for in this Extension under any other policy or Section of this Policy;
2. this Section shall not be brought into contribution with any other policy or Section of this Policy bearing a like extension.

**Territorial limits**

The territorial limits in respect of laptops, notebooks/palm-top computers as well as all other hand-held electronic equipment temporarily located outside the premises specified in this Policy shall be deemed to be worldwide.

**SPECIAL EXCEPTION (applicable to Sub-Sections A and B)**

**Viruses, Trojans and worms**

Hollard will not indemnify You for loss or damage of whatsoever nature arising directly or indirectly of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

**OPTIONAL CLAUSES AND EXTENSION (if stated in the Schedule to be included)**

**Additional increased cost of working**

The amount stated under Sub-Section B – Consequential Loss Defined Event 1 is increased to the amount stated in the Schedule for which an agreed premium is paid by You.

**Additional reinstatement of data/programs**

The amount stated under Sub-Section B – Consequential Loss Defined Event 2 is increased to the amount stated in the Schedule for which an agreed premium is paid by You.

**Incompatibility cover**

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:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

**PROVIDED THAT:**

1. the costs provided for in 1, 2 and 3 above shall be necessarily and reasonably incurred to maintain normal working conditions;
2. such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A or B (Defined Event 2) of this Section;



3. the cover afforded hereunder shall be restricted to:
  - 3.1 parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;
  - 3.2 programs or data reinstated not indemnifiable under Defined Event 2 of Sub-Section B hereof;
4. the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-Section A (the limit of indemnity) and Sub-Section B (Defined event 2) or R50 000 (fifty thousand rand), whichever is the lesser.

### **Riot and strike**

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:

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

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

### **Telecommunication access lines**

Subject to the limits specified in the Schedule, consequential loss as provided for under Defined Events 1 and 2 of Sub-Section B arising from accidental failure of the telecommunication access lines is included;

PROVIDED THAT:

1. the liability of Hollard will not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure;
3. the insurance provided does not cover loss occasioned by the deliberate act of any telecommunication authority or by the exercise of such telecommunication authority of its power to withhold or restrict access to its lines.

## MACHINERY BREAKDOWN

### DEFINED EVENTS

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause not excluded whilst it is:

1. at work or at rest;
2. being dismantled for the purpose of cleaning, inspection, overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within the insured premises.

### BASIS OF INDEMNITY

Irrespective of the original cause the amount payable by Hollard shall be determined by:

#### 1. Sum insured

It is expressly agreed between You and Hollard that at all times the sum insured for each item of machinery shall be the new replacement value including freight dues, customs duties and erection costs.

#### 2. Underinsurance

If the sum insured on any item of machinery at the time of the loss is less than the new replacement value including freight dues, customs duties and erection costs, You will be considered to be their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

#### 3. Partial damage

Where the machinery can be repaired Hollard will pay the reasonable costs of restoring it to working order based on the customary rates of wages in the district and normal freight and erection costs and customs duties.

#### 4. Total loss

If the cost of repairs as described in 1 above equals or exceeds the actual value of the machinery immediately before the occurrence such machinery shall be regarded as a total loss and Hollard will pay the actual value of the machinery immediately before the occurrence which shall be calculated as the new replacement value.

#### 5. Repair, reinstate or replace

Hollard may at its option repair, reinstate or replace any damaged machinery or pay the amount of the damage in cash.

### SPECIAL EXCEPTIONS

Hollard will not be liable to pay for:

1. the amount specified in the Schedule as the First Amount Payable by You for each and every occurrence;
2. damage due to:
  - 2.1 fire, lightning and explosion: fire, extinguishing of a fire, direct lightning strikes, explosion;
  - 2.2 theft, collapse, impact and sonic waves:
 

theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, sonic shock waves;
  - 2.3 water that escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system;
  - 2.4 subsidence, landslide, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling;
3. wastage of material or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration;

4. temporary repairs and any consequences arising therefrom unless Hollard has authorised the temporary repairs;
5. expendable parts and tools such as (but not limited to) bits, cutters, knives, saws, blades, dies, patterns, rollers, sieves, chains, belts, ropes, conveyor bands, jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the machinery insured, as provided for by this insurance, Hollard will indemnify You for the residual value of such parts or tools;
6. extra charges for express delivery, overtime, Sunday and holiday rates of wages unless specially provided for herein;
7. costs of any alterations, additions improvements and overhauls carried out on the occasion of a repair;
8. damage resulting from experiments, overloads or tests requiring the imposition of abnormal conditions or from misapplication of tools;
9. the value of damaged parts that can be used in any way whatsoever;
10. the cost of repairing or replacing any foundations, masonry or refractories unless specifically mentioned in the Schedule;
11. damage due to defects or errors already existing at commencement of this insurance and which were known or should have been known to You.

## **SPECIFIC CONDITIONS**

### **Access**

You will allow the authorised representatives of Hollard 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 You must at the request of Hollard restore the risk to normal within a reasonable time failing which Hollard may suspend cover in whole or in part until the risk is restored to normal.

### **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 Hollard. If Hollard cannot approve the alteration or departure from normal working conditions Hollard may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.

### **Claims**

On the happening of an event giving rise or likely to give rise to a claim You:

- 1 will exercise all means in your power to salvage the insured items and ensure their preservation;
- 2 may proceed with the repair of the machinery;

#### **PROVIDED THAT:**

1. You comply with 1. above;
2. the carrying out of the repair is without prejudice to any question of liability;
3. any damaged part requiring replacement is kept for inspection by Hollard.

## **SPECIAL MEMORANDA**

### **Maintenance**

The machinery described in the Schedule of this Section shall be subject to regular and adequate maintenance processes undertaken by suitably qualified members of the Insured's own staff or in terms of a maintenance contract with specialist maintenance engineers.

### **Switchgear of refrigeration machinery**

The controlling switchgear of the refrigeration machinery described in the Schedule of this Section shall incorporate apparatus for automatic restarting following a failure of the public supply of electricity.

## IMPORTANT INFORMATION

For information purposes only – the following does not form part of your insurance contract.

1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

### WARNING

3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

### COMPLAINTS PROCEDURE

9. If you have a complaint about the service or the advice you received from your Intermediary, please contact:  
**Please see disclosure notice attached to the Policy Schedule.**
10. If you have a complaint about this Policy or the service you received from us, please contact:  
**Please see disclosure notice attached to the Policy Schedule.**

**Howdie Insurance Administrators (Pty) Ltd**  
is an authorised Financial Services Provider  
Company Reg. No. 2006/007917/07  
46A Arbroath Road, Bedfordview, 2007  
Tel: 087 004 9393  
24 hour Howdie Assist Helpline: 0861 467 966  
[www.howdie.co.za](http://www.howdie.co.za)

The logo for Howdie Insurance Administrators, featuring the word "Howdie" in a white, rounded, sans-serif font. The letter "o" is stylized with a red horizontal bar underneath it.The logo for Hollard Insurance Company Limited, featuring the word "Hollard" in a white, serif font, followed by a red period.

Underwritten by The Hollard Insurance Company Limited (Reg. No. 1952/003004/06)  
a Licensed Non-Life Insurer and an authorised Financial Services Provider