

Combined Insurance Policy

Underwritten by
ABSA Insurance Company Limited (Reg No 1992/001737/06)

PREAMBLE

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

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

GENERAL EXCEPTIONS

1 War, riot and terrorism,

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

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

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

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

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

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

2 Nuclear

Except as regards the Fidelity Guarantee, this policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising from any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of or use of nuclear fuel or nuclear material

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

- (c) any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

3 Computer losses

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

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

- (a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- (b) any legal liability of whatsoever nature;
- (c) 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

- (i) 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
- (ii) 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
- (iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- (iv) 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 destruction code, media or programme or interference.

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

Special extension to General exception 3

- (A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General exception.
- (B) The special perils that are not excluded for the purpose of this special extension are damage caused by:
 - 1 storm, wind, water, hail or snow excluding damage to property
 - (a) arising from its undergoing any process necessarily involving the use or application of water
 - (b) caused by tidal wave originating from earthquake or volcanic eruption;
 - (c) in the underground workings of any mine;
 - (d) in the open (other than buildings structures and plant designed to exist or operate in the open), unless specifically insured a separate item
 - (e) in any structure not completely roofed, unless specifically insured a separate item;
 - (f) being retaining walls unless specifically insured as a separate item.
 - 2 aircraft and other aerial devices or articles dropped therefrom;
 - 3 impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

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

- (C) General exception 3 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special extension A above.
- (D) 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.
- (E) This Special extension shall not apply to any Public Liability indemnity.

4 Asbestos exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

5 Detention, Confiscation and forfeiture

This policy does not cover any loss of or damage to insured property, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, SA Police Services, crime prevention units or any other law enforcement authorities.

6 Illegal use and or occupation of insured property

In the event of any occupation of or use of the insured premises in any contravention of public policy, municipal bye-laws or laws of South Africa, cover will cease from such date of such occupation or use.

GENERAL CONDITIONS

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

1 Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material fact shall render voidable only the item or sub-section of this policy, affected by such misrepresentation, misdescription or non-disclosure.

2 Other insurance

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

3A Cancellation

This policy may be cancelled at any time by Absa Insurance Company giving 30 days' notice in writing (or such period as may be mutually agreed) or by the Insured giving immediate notice. On cancellation by the Insured, Absa Insurance Company shall be entitled to retain the customary short period or minimum premium for the period the policy has been in force. On cancellation by Absa Insurance 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.

3B Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by Absa Insurance Company by due date, this policy shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the Insured can show that failure to make payment was an error on the part of his/her bank or other paying agent.

The due date will be the first day of every calendar month where premium is payable monthly or the first day of the first calendar month or inception date of the policy where premium is payable annually.

4 Prevention of loss

The Insured shall take all reasonable steps and precautions to prevent accidents or losses.

5 Claims

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

- (i) give notice to Absa Insurance Company as soon as reasonably possible with full details in writing of any claim and provide details of any other insurance covering such events.
- (ii) as soon as practicable after the event report the incident to the police of any claim involving theft or loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property.
- (iii) give Absa Insurance Company such proof, information and sworn declaration as Absa Insurance Company may require and forward to Absa Insurance Company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

(b) No claim shall be payable after 24 months or such further time as Absa Insurance Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.

(c) No claim shall be payable unless the Insured serves legal process on Absa Insurance Company within 6 months after the rejection of the claim in writing and successfully pursues such proceedings to finality.

6 Company's rights after an event

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

- (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. The Insured shall not be entitled to abandon any property to Absa Insurance Company at any time.
- (ii) take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of Absa Insurance Company.

- (b) The Insured shall, at the expense of Absa Insurance Company, do and permit to be done all such things as may be necessary or reasonably required by Absa Insurance Company for the purpose of enforcing any rights to which Absa Insurance Company shall be, or would become, subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which indemnity is provided for liability to third parties, Absa Insurance 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 have been agreed and Absa Insurance Company shall thereafter not be under further liability in respect of such event.

7 Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured or with the Insured's knowledge or consent to obtain any benefit under this policy, or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this policy in respect of any such claim shall be forfeited and the policy cancelled forthwith.

8 Reinstatement of cover after loss

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

9 Breach of condition

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and any breach shall render voidable the section only in respect of the risk to which the breach applies.

10 No rights to other persons

Unless otherwise provided, nothing in this policy shall give any rights to any persons other than the Insured. Any extension providing indemnity to any person other than the Insured shall not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt of claim payments by the Insured shall in every case be a full discharge to Absa Insurance Company.

GENERAL PROVISIONS

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

1 Claims preparation costs

This policy is extended to include costs and expenses incurred by the Insured in producing and certifying any particulars or details required by Absa Insurance Company in terms of the General Condition 5 (Claims) or to substantiate the amount of any claim, provided that the liability of Absa Insurance Company for such costs in respect of any one claim shall not exceed R50 000 (fifty thousand rand).

2 Payment on account

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

3 Members

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

4 Meaning of words

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

5 Premium payment

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

Absa Insurance Company shall not be obliged to accept premium tendered to it after inception date or renewal date of the policy, but may do so at its sole discretion.

6 Holding covered

If Absa Insurance Company is holding covered on a risk they 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:

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

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

SECTION A – PROPERTY

Defined Events

Loss or damage to the property (as defined below) caused by or resulting directly from any of the following insured events:

- 1 Fire, lightning, thunderbolt, subterranean fire and explosion;
- 2 Storm, wind, water, flood, hail or snow but excluding damage to property
 - (i) arising out of any process necessarily involving the use or application of water
 - (ii) caused by a rise in the underground water table or pressure caused thereby;
- 3 Earthquake, excluding earthquake or earth tremor arising from any mining operations unless specifically insured;
- 4 Aircraft and other aerial devices or articles dropped there from;
- 5 Bursting, leaking or overflowing of geysers, pipes, domestic appliances, cisterns, baths or fixed water tanks, sprinkler, drencher system or fire extinguishing installation/appliance and other apparatus forming part of the buildings;
- 6 Escape of water or oil from a defective water or oil-fired heating installation forming part of the buildings;
- 7 Impact by any road vehicle, animals, falling trees (excluding intentionally felled trees) or collapse of TV or radio aerials, satellite dishes, masts or lightning conductors;
- 8 Theft or any attempted theft accompanied by actual visible forcible and violent breaking into or out of the building. If the insured building or part thereof becomes unoccupied for 30 consecutive days, this insured event is suspended unless the Insured before the occurrence of damage, obtains the written agreement of Absa Insurance Company to continue with the cover. During the period of unoccupancy, the Insured shall be responsible for 20% of each and every claim before deduction of any first amount payable.
- 9 Costs and expenses necessarily incurred by the Insured in complying with any legal requirements to upgrade or replace undamaged portions of any automatic sprinkler system, or automatic drencher, gas, or foam installation following damage by an insured peril provided the amount recoverable shall not exceed R100 000 (one hundred thousand rand) and provided that the Insured can produce evidence of a current ASIB certificate at time of loss.
10. Accidental damage to sanitaryware such as fixed wash basins, pedestals, sinks, lavatory pans, splash-backs and cisterns but excluding denting, chipping, scratching or cracking not affecting the operation of the item.
- 11 Accidental breakage or collapse of radio, television aerials, satellite dishes, aerial fittings or masts

Definition

Property shall mean buildings including all outbuildings, constructed of brick, stone, concrete or metal on metal framework and roof with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule, and sporting and recreational structures, permanent landlord's fixtures and fittings therein and thereon, boundary walls, gates, posts, fences, and tarred or paved roads driveways, paths or parking areas owned or occupied by the Insured situate as stated in the Schedule.

Specific exclusions to Section A- Property

This section does not cover loss or damage to the property caused by or resulting directly from any of the following:

- 1 Subsidence or landslip unless specifically stated to be covered
- 2 Wear and tear or gradual deterioration
- 3 Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage.
- 4 Mildew, damp, rust and corrosion.

Specific Condition

Average

If on the commencement of the occurrence of an insured event, the value of the property insured is collectively greater than the sum insured thereon, the Insured shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss. Every item, if more than one, shall be separately subject to this condition.

Extensions and Clauses to Section A – Property

Public Supply connections

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

Rent

Loss of rent as a result of the insured buildings being so damaged by any of the insured events rendering them untenable, but only for the period necessary for the reinstatement and for an amount not exceeding 30 (thirty) percent of the sum insured on the affected building. The basis for calculation shall be the actual rent receivable or payable immediately preceding the damage.

Prevention of access

If property within a 10km radius of the insured building as stated in the Schedule is lost or damaged by any defined event during the period of insurance and this prevents or hinders the use or access to the insured building, Absa Insurance Company will pay any loss of rent the Insured may incur as a result thereof up to an amount not exceeding 30 (thirty) percent of the sum insured on the affected building.

Subsidence and landslip (if stated to be included)

Damage caused by subsidence and landslip provided that the Insured shall bear the first portion of each and every claim up to the 1 percent of sum insured or R5 000 (five thousand rand) whichever is the greater.

This extension does not cover:

- (a) damage to drains, watercourses, boundary walls, gardens walls, retaining walls, gates posts and fences unless specifically insured
- (b) damage caused or aggravated by or attributable to:
 - (i) faulty design or construction of or the removal or weakening of support to any building insured by this section
 - (ii) workmen engaged in making structural alterations, additions or repairs to any building insured by this section
 - (iii) excavations on or under land other than excavations in the course of mining operations
- (c) consequential loss of any kind whatsoever other than loss of rent as insured above
- (d) normal settlement, shrinkage or expansion

In any action, suit or other proceedings where Absa Insurance Company alleges that loss or damage is not covered by this additional event, the burden of proving the contrary shall rest on the Insured.

Malicious damage

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

- 1 movable property, which is
 - a) stolen
 - b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured
- 2 movable or immovable property which is damaged by thieves while breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured.
- 3 immovable property owned or occupied by the insured occasioned by or through or in consequence of:
 - a) the removal or partial removal or any attempt thereof
 - b) the demolition or partial demolition or any attempt thereofthe said immovable property or any part thereof with the intention of stealing any part thereof.

Provided that this extension does not cover

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

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

If the insured building or part thereof becomes unoccupied for 30 consecutive days, this insured event is suspended unless the Insured before the occurrence of damage, obtains the written agreement of Absa Insurance Company to continue with the cover. During the period of unoccupancy, the Insured shall be responsible for 20% of each and every claim before deduction of any first amount payable.

Accidental damage

Accidental physical loss of or damage to the property insured by any cause not excluded or not otherwise specifically insured by any section of this policy provided that Absa Insurance Company's liability shall not exceed R250 000 (two hundred and fifty thousand rand) or the amount as stated in the Schedule in respect of any one event, whichever is the greater. The Insured shall bear the first R2 500 (two thousand five hundred rand) of each and every loss. Absa Insurance Company shall not be liable for

- 1 any event excluded or circumstances precluded from any other section of this policy at inception hereof, or for any excess payable by the Insured under any section of this policy, or for any reduction of amount payable under any claim due to the application of average;

- 2 more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
- 3 detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process;
- 4 loss of or damage to property insured caused by:
 - a) any fraudulent scheme, trick, device or false pretence practiced on the Insured (or any person having custody of the property insured) or fraud or dishonesty of any principal or agent of the Insured;
 - b) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This is applicable only to vessels, pipes, tubes or similar apparatus;
 - c) breakdown, electrical, and/or mechanical derangement;
 - d) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
 - e) 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;
 - f) denting, chipping, scratching or cracking not affecting the operation of the item;
 - g) domestic pets, termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations, in atmospheric or climatic conditions, the action of light;
- 5 loss or damage to insured property caused by settlement or bedding down, ground heave, collapse or cracking of structures or the removal or weakening of support to any property insured;
- 6 loss or damage to insured property caused by failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;

Geyser extension

Following the bursting or leaking of a geyser, Absa Insurance Company shall be liable for the repair or replacements of such geyser up to a limit of R5 000 (five thousand rand) per geyser provided that the Insured shall bear the first portion of each and every claim of R1 000 (one thousand rand)

This extension also provides cover for the cost of repair or replacement of defective elements, thermostats or valves up to a limit of R1 500 (one thousand five hundred rand) per geyser with the Insured bearing no first amount payable for each and every such claim.

Guards extension

Absa Insurance Company undertakes to indemnify the Insured for the costs reasonably incurred in employing guards to minimise further loss or damage, following an insured event which gives rise to a claim payable under this policy, provided that the indemnity shall not exceed R10 000 (ten thousand rand) for each and every loss.

Damage to gardens extension

Loss or damage to plants and irrigation systems caused by or resulting directly from any of the following insured events:

- 1 Fire, lightning, thunderbolt, subterranean fire and explosion
- 2 Storm, wind, water, flood, hail or snow but excluding damage to property
 - (i) arising out of any process necessarily involving the use or application of water
 - (ii) caused by a rise in the underground water table or pressure caused thereby;
- 3 Earthquake, excluding earthquake or earth tremor arising from any mining operations unless specifically insured
- 4 Aircraft and other aerial devices or articles dropped there from;

Provided that Absa Insurance Company's liability shall not exceed R30 000 (thirty thousand rand) in the aggregate for any one period of insurance

Escalator and Inflation clause (if stated to be insured)

- 1 During each period of insurance, the sums insured in respect of the buildings shall be increased by that portion of the specified percentage in the Schedule as Escalation or Escalation Year 1
- 2 In the event of any property damaged being reinstated during the year(s) subsequent to the current period of insurance, the sums insured in respect of building will be further increased by that portion of the specified percentage in the Schedule as Inflation or Escalation Year 2.

At each renewal date, the Insured shall notify Absa Insurance Company of the sum(s) to be insured for the forthcoming insurance period and the percentage increase required for such period. In default thereof, the provisions of this clause are deemed to apply for any subsequent renewal periods.

Architects' and other professional fees clause

The insurance under this section 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 not case exceeding 15 (fifteen) percent of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Capital additions clause

The insurance provided under this section provides for alterations, additions and improvements [but not appreciation in value in excess of the sum(s) insured] to the property for an amount not exceeding 15 (fifteen) percent of the sum insured in respect of property, it being understood that the insured undertakes to advise Absa Insurance Company each quarter of such alterations, additions and improvements, and to pay the appropriate additional premium thereon.

Cost of demolition, clearing and erection of hoardings clause

The insurance provided under this section includes costs necessarily incurred by the Insured in respect of demolition of the insured property 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 insured property by a defined event, provided that the total amount recoverable shall not exceed 15 (fifteen) percent of the sum insured on the property affected.

Absa Insurance Company will not pay for any costs or expenses

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

Fire extinguishing charges clause

Any costs incurred 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 Absa Insurance Company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

Mortgagee clause

From the date of notification, Absa Insurance Company accepts the interest of a mortgagee in the insured property and such interest shall not be prejudiced by any act or omission of the mortgagor without the mortgagee's knowledge provided that the mortgagee advises Absa Insurance Company as soon as such act or omission comes to his knowledge and shall be responsible for any additional premium payable resulting from increased risk exposure to Absa Insurance Company.

Municipal plans scrutiny fee clause

The insurance under this section includes municipal plans scrutiny fees, provided that the amount recoverable shall not exceed 15 (fifteen) percent of the sum insured on the property so affected.

Public authorities' requirements clause

The insurance under this section includes additional costs of repairing or rebuilding the damaged property 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 section shall not include
 - a) the cost incurred in complying with any of the aforesaid regulations
 - i) in respect of damage occurring prior to the commencement of this policy
 - ii) in respect of damage not insured by this section
 - iii) under which notice has been served upon the Insured prior to the happening of the damage
 - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are excluded) of that portion damaged
 - b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen.
 - c) the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.
- 2 the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of Absa Insurance Company under this clause not being thereby increased.
- 3 if the liability of Absa Insurance Company under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then the liability of Absa Insurance Company under this clause in respect of any such item shall be reduced in like proportion.
- 4 the total amount recoverable under any item of this section shall not exceed 15 (fifteen) of the sum insured thereby.

Railway and other subrogation clause

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

Reinstatement value condition clause

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

- 1 the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to requirements of the Insured subject to the liability of Absa Insurance Company not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made.
- 2 until expenditure has been incurred by the Insured in replacing or reinstating the property, Absa Insurance Company shall not be liable for any payment in excess of the amount which would have been payable if these reinstatement value conditions had not been incorporated herein.
- 3 if, at time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged, exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the Insured shall become their own insurer for the excess amount and shall bear a rateable proportion of the loss accordingly. Each item of this section, if more than one, to which these conditions apply shall be separately subject to this provision.
- 4 these conditions shall be without force or effect if
 - a) the Insured fails to inform Absa Insurance Company within six months of the date of damage, or such further time as Absa Insurance Company may in writing allow, their intention to replace or reinstate the property,
 - b) the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

Tenants’ clause

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

First amount payable – Section A: Property

Except where specifically provided above in Section A, the first amount payable by the Insured for each and every claim shall be R1000 (one thousand rand) or the amount stated in the Schedule whichever is the greater.

SECTION B – OFFICE CONTENTS

Subsection 1 – Contents

Defined events

Loss of or damage to the office contents (excluding electronic equipment) at the premises insured under Section A not exceeding R50 000 (fifty thousand rand), following:

- 1 Fire, lightning, thunderbolt, explosion, subterranean fire
- 2 Storm, wind, water, hail or snow but excluding loss or damage arising from any contents undergoing any process necessarily involving the use or application of water
- 3 Earthquake but excluding loss of or damage to property in the underground workings of any mine
- 4 Impact by aircraft and other aerial devices or articles dropped there from
- 5 Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles
- 6 theft accompanied by forcible and violent entry into or exit from the insured building

Average

If on the commencement of the occurrence of an insured event the value of the contents is collectively 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.

Subsection 2 – Documents

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

Definition

The term document shall mean films, tapes addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates and similar written printed or otherwise inscribed papers owned by the Insured or for which he is responsible excluding money, coupons, cheques and money orders.

Specific exception to Subsection 2

This Subsection does not cover loss or damage caused by

- (a) electrical, electronic or magnetic injury disturbance or erasure of electronic or magnetic recordings except by lightning,
- (b) gradual deterioration, wear and tear,
- (c) vermin or inherent defect or by copying, processing or other work upon the document.
- (d) dishonesty of any trustee or employee whether acting alone or in collusion with others.

Subsection 3 – Legal liability for Documents

Legal liability as a direct consequence of loss of or damage to documents as defined in Subsection 2 and in respect of which payment, reinstatement, repair or liability has been admitted under Subsection 2.

Specific exception to Subsection 3

This subsection does not cover liability assumed under any contract, undertaking or agreement unless such liability would have attached to the Insured notwithstanding such, contract, undertaking or agreement

First amount payable – Section B: Office Contents

The first amount payable by the Insured for each and every claim shall be 5 (five) percent of claim or R1000 (one thousand rand) whichever is the greater.

SECTION C – GLASS

Defined events

Loss of or damage to internal and external glass (including mirrors), sign writing and treatment thereon at the insured premises insured under Section A as stated in the Schedule, the property of the Insured or for which they are responsible.

Following loss of or damage to glass, Absa Insurance Company will also indemnify the insured for

- 1 the cost of such boarding up as may be reasonably necessary;
- 2 damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or damage;
- 3 the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass;
- 4 the cost of employment of a watchmen service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the insured:
provided that the liability of the company shall not exceed
 - i) for the replacement of glass, sign writing and treatment – the sum insured as stated in the Schedule applicable to the premises at which loss or damage occurs;
 - ii) for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause – in the aggregate the sum of R5 000 (five thousand rand)

Specific Condition

Average

Except where glass is insured on a first loss basis, if the glass insured, at the commencement of any damage to such glass by any insured event, is collectively of greater value than the sum insured thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item if more than one shall be separately subject to this condition.

Specific exclusions to Section C - Glass

Absa Insurance Company shall not be liable for

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

Extensions to Section C - Glass

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

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

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

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

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

provided that this extension does not cover:

- a) loss or damage occurring in the Republic of South Africa and Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

First amount payable – Section C: Glass

The first amount payable by the Insured for each and every claim shall be R1000 (one thousand rand) or the amount stated in the Schedule whichever is the greater.

SECTION D – PUBLIC LIABILITY

Defined events

Damages which the Insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person or accidental loss of or physical damage to tangible property occurring during the period of insurance and within or about the premises insured under Section A arising from the Insured's ownership thereof, and which results in a claim or claims first being made against the Insured in writing during the period of insurance.

Limit of Liability

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with Absa Insurance Company's consent for any one event or series of events with one original cause or source, shall not exceed R5 000 000 (five million rand).

Specific exceptions

Absa Insurance Company will not indemnify the Insured under this section in respect of

- 1 injury or damage sustained by
 - a) the Insured, any trustee, or member of the same household as the Insured
 - b) any person employed by the Insured under a contract of service or apprentice and arising directly from and in the course of such employment by the Insured;
- 2 a) damage to property
 - (i) belonging to the insured
 - (ii) in the custody or control of the Insured or any employee of the Insured
- b) that part of any property on which the Insured are or have been working if such damage results directly from such work.
- 3 liability assumed by agreement, unless liability would have attached to the Insured notwithstanding such agreement.
- 4 fines, penalties, punitive, exemplary or vindictive damages.
- 5 a) damages in respects of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland
- b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 5(a) above.

Extensions

Additional Insured

Absa Insurance Company will also, as though a separate policy has been issued to each, indemnify

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

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

Car parks

Notwithstanding the provisions of specific exception 2(a)(ii), Absa Insurance Company will indemnify the Insured in respect of liability arising from loss of or damage to third party vehicles and their contents and accessories occurring while parked in parking facilities provided by the Insured.

Other insurance

If at the time, any event giving rise to a claim under this policy, and the Insured enjoys cover under another policy, this section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

Employees and visitors property

Specific exception 2 a (ii) shall not apply to property belonging to any partner, director or employee of the Insured or any visitor to the premises insured under Section A of this policy.

Emergency medical expenses

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

Legal defence costs

If the Insured so request, Absa Insurance Company will indemnify any employee, partner or director of the Insured against costs and expenses not exceeding R100 000 (one hundred thousand rand) incurred by or on behalf of such person with the consent of Absa Insurance Company in the defence of any criminal action brought against such person in the course of his occupation with the Insured arising from an alleged contravention of the statutes as herein defined during the period of insurance, provided that

- 1 in the case of an appeal, Absa Insurance Company shall not indemnify such person unless a senior counsel approved by Absa Insurance Company shall advise that such appeal should, in his opinion, succeed
- 2 Absa Insurance Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon
- 3 such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.

The Statutes

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

The Electricity Regulation Act No 40 of 2006 (as amended), and/or any other Act or Ordinance pertaining to the supply of Electricity all as read in conjunction with the Criminal Procedure Act No 51 of 1977 (as amended).

Wrongful arrest

The defined events are extended to include damages resulting from wrongful arrest at the premises insured under Section A of this policy (including assault in connection with such wrongful arrest) provided always that the limits of indemnity shall not exceed R100 000 (one hundred thousand rand) in any one (annual) period of insurance.

Security firms

Notwithstanding Specific exception 3, if the Insured has entered into a contract with a security firm to protect the Insured's property at the premises stated in the Schedule, the Insured shall be legally liable for acts or omissions of the employees of the security firm in the course of their employment at the premises. This section shall include such legal liability to the extent that indemnity would have been granted under this section had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of liability stated above.

Should a claim arise and it is found that the security firm is entitled to indemnity under another insurance policy in respect of the same event, Absa Insurance Company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

First amount payable – Section D: Public Liability

The first amount payable by the Insured for each and every claim shall be R1000 (one thousand rand)

SECTION E – EMPLOYER'S LIABILITY

Defined events

Damages which the Insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person employed by the Insured under a contract of service during the course of employment within Republic of South Africa, while working at the premises insured under Section A, which results in a claim first being made against the insured in writing during the period of insurance.

Limit of liability

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with Absa Insurance Company's consent for any one event or series of events with one original cause or source, shall not exceed R5 000 000 (five million rand).

Specific Exceptions

This section does not cover

1. liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the insured in the absence of such contract, undertaking or agreement
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from sudden and identifiable accident or event
3. fines, penalties, punitive, exemplary or vindictive damages

Specific Conditions

1. Any claim first made against the Insured in writing, shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to Absa Insurance Company.
2. In the event of cancellation or non-renewal of this policy, any claim resulting from a reported event, first made in writing against the Insured within 12 months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event.

First amount payable – Section E: Employers' Liability

The first amount payable by the Insured for each and every claim shall be R1000 (one thousand rand).

SECTION F – MACHINERY BREAKDOWN

Defined Events

Unforeseen and sudden fortuitous physical damage to the insured machinery (or any part thereof) while on the premises of the Insured from any cause not specifically excluded provided that Absa Insurance Company's liability shall not exceed R30000 (thirty thousand rand) or the amount stated in the schedule.

Specific exceptions:

Absa Insurance Company shall not be liable for:

- 1 loss or damage due to wear and tear or gradual deterioration including the gradual action of light or climatic atmospheric conditions.
- 2 loss or damage due to fire, direct lightning, explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft or attempts thereat, collapse of building, windstorm, water, flood, inundation, earthquake, subsidence or similar catastrophes;
- 3 loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;
- 4 loss or damage resulting from the misapplication of the machinery or from experiment, overhauls or tests
- 5 consequential loss or liability of any kind or description.

Basis of indemnity:

1 Partial Loss

Where repairs can be effected to the damaged property, Absa Insurance Company will pay the expenses necessarily incurred to restore the damaged insured property to its former working position plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs

2 Total Loss

In the event the insured machinery is not repairable, the amount payable shall be equal to the value of a similar new machinery subject to a limit of R30 000 (thirty thousand rand). The insured item shall be regarded as totally damaged if the repair costs (as defined under partial loss) equal or exceed the value of the machinery before the insured event

Sum insured and average

It is a requirement of this section that the sum insured is equal to the cost of replacement of the insured machinery by new property of the same kind and capacity including the cost of replacing such machinery. If the sum insured is less than the amount required to be insured, Absa Insurance Company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item (if more than one) shall be separately subject to this condition.

Specific Conditions:

- 1
 - a) On the happening of any damage, the Insured shall in addition to complying with general condition 5 of this policy
 - i) take all reasonable steps to minimise the extent of such damage
 - ii) preserve any damaged or defective parts for inspection by Absa Insurance Company.
 - b) On notification being given to Absa Insurance Company in terms of general condition 5 of this policy, the Insured may carry out the repairs or replacement of any minor damages with the consent of Absa Insurance Company.
 - c) Absa Insurance Company's liability shall cease immediately if the insured property is kept in operation after a claim, without being repaired to Absa Insurance Company's satisfaction, or if temporary repairs have been effected without Absa Insurance Company's consent.
- 2 The Insured shall, in addition to general condition 5 of this policy
 - a) take all reasonable steps to maintain the insured property in efficient working order and to ensure that no part of the insured property is habitually or intentionally overloaded.
 - b) fully observe the manufacturer's/agent's instructions for the operation, inspection and maintenance of the insured property and fully observe government regulations, statutory regulations, municipal regulations and all other binding regulations in force concerning the operation and maintenance of the insured property.

First amount payable – Section F: Machinery breakdown

The first amount payable by the Insured for each and every claim shall be R500 (five hundred rand).

SECTION G – ALL RISKS

Defined Events

Loss of or damage to external fixtures and fitting to the building not exceeding R10 000 (ten thousand) or any property specified in the Schedule caused by any accident or misfortune not otherwise excluded

Specific Exception

Absa Insurance Company shall not be liable for loss of or damage resulting from or caused by:

- 1 mechanical or electrical breakdown, failure, breakage or derangement unless caused by an accident or fortuity not otherwise excluded;
- 2 wear and tear, gradual deterioration, rust, moth, vermin, any process of cleaning, repairing or restoring or as a result of light, atmospheric or climatic conditions;
- 3 during the fitting, adjustment, repair or dismantling of any item of the property insured.
- 4 scratching, denting or chipping which does not affect the operation of the insured item

Specific Conditions

1 Average

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

2 Replacement value condition

Basis of indemnity shall either be:

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

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

First amount payable – Section G: All Risks

The first amount payable by the Insured for each and every claim shall be R1000 (one thousand rand) or the amount stated in the Schedule whichever is the greater.

SECTION H – MONEY

Defined events

Loss of or damage to money (as defined) not exceeding R20 000 (twenty thousand rand) arising from all occurrences of a series consequent upon or attributable to one source or original cause.

Definitions

- Money** shall mean cash, bank and currency notes, cheques, postal orders, current negotiable postage and revenue stamps or other instruments of negotiable nature, all the property of the insured and/or for which they are responsible as owners of the building, and not as tenants
- Receptacle** shall mean any safe, strong room, strong box, till, cash register, cash box or other receptacle for money.
- Clothing** shall mean clothing and personal effects not otherwise insured belonging to the insured or to any partner, director or employee of the insured.

Extensions

In addition to any payment in respect of the defined events, Absa Insurance Company will indemnify the Insured in respect of:

- 1 Receptacles and clothing lost or damaged as a result of theft of money or any attempt thereat, up to a limit of R5000 (five thousand rand) any one event.
- 2 Locks and keys to any receptacles up to a limit of R5000 (five thousand rand) any one event but subject to a first amount payable of R500 (five hundred rand).

Specific exceptions

Absa Insurance Company shall not be liable for loss of

- 1 money arising from shortage due to error or omission;
- 2 money arising from the use of keys to any safe or strong room unless the keys are obtained by violence or threat of violence;
- 3 money not contained in a locked safe or strong room while the portion of the premises containing the money is unattended;
- 4 money in any vehicle being used by the Insured unless a trustee or employee of the Insured is in the vehicle. This exception shall not only apply following an accident involving such vehicle rendering the said person incapacitated;
- 5 money arising from the dishonesty of any persons in the employ of the Insured not discovered within 14 working days of the occurrence thereof.
- 6 cheques which are not crossed and not marked "not transferable"

First amount payable – Section H: Money

Except where specifically provided above in Section H, the first amount payable by the Insured for each and every claim shall be R1000 (one thousand rand) or the amount stated in the Schedule whichever is the greater.

SECTION I – FIDELITY GUARANTEE

Defined events

- 1 Loss of money and/or other property, belonging to the Insured or for which they are responsible, stolen by a director or employee during the currency of this section.
- 2 Direct financial loss sustained by the insured as a result of fraud or dishonesty of a director or employee all of which occurs during the currency of this section which results in dishonest personal financial gain for the director or employee involved

Provided that

- i) all losses are discovered not later than 12 months of the termination of
 - a) this section, or
 - b) this section in respect of any trustee or employee concerned in a loss, or
 - c) the employment of the trustee or employee or the last of the trustees or employee concerned in a loss, whichever occurs first
- ii) renewal or the section from period to period, or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of Absa Insurance Company.
- iii) the term “dishonest personal financial gain” shall not include gain by a director or employee in the form of salary, salary increases, fees, commissions, bonuses and promotions.

Limits of indemnity

Absa Insurance Company shall not be liable for an amount exceeding R50 000 for losses arising from all occurrences of a series consequent upon or attributable to one source or original cause.

Specific exceptions

Absa Insurance Company shall not be liable for

- 1 the first amount payable
- 2 any consequential losses of any kind following losses referred to under defined events
- 3 loss resulting from or contributed to by fraud or dishonesty of any director or any employee from the time the Insured shall become aware that such director or employee has committed any fraud or dishonesty.
- 4 all losses which occurred more than 12 months prior to discovery

Specific condition

The Insured shall institute and maintain all such systems of check and control, accounting and clerical procedures and methods of conducting his affairs, but the Insured, may

- a) change the remuneration and conditions of service of any employee
- b) change the duties and positions of any trustee and employee

Extension and clauses

Accountants' clause

Absa Insurance Company shall allow any records of financial statements and books of account for the purposes of investigation or verifying any claim hereunder, certified by the Insured's auditors as prima facie evidence.

First amount payable – Section I: Fidelity Guarantee

The first amount payable by the Insured for each and every claim shall be R1000 (one thousand rand).

SECTION J – PERSONAL ACCIDENT

Defined events

Bodily injury or death caused by accidental, violent, external and visible means to any employee of the Insured in the course of employment at the premises insured under Section A of this policy.

Limits of indemnity

Absa Insurance Company shall not be liable for an amount exceeding R50 000 (fifty thousand rand) per employee for death or permanent disability, or the amount of the actual wages and or medical expenses incurred.

Specific exceptions

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

- (i) by his suicide or intentional self injury
- (ii) caused solely by an existing physical defect or other infirmity of such person
- (iii) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession

First amount payable – Section J: Personal Accident

The first amount payable by the Insured for each and every claim shall be nil.