



FIRSTPROP SECTIONAL TITLE POLICY



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POLICY WORDING

DEFINITIONS

- 1. BODY CORPORATE**
In relation to a building and the land on which such building is situated, means the body corporate of that building referred to in section 36 (1) of the Act.
- 2. BUSINESS**
The duty of a body corporate in terms of the Act and the registered rules agreed by it.
- 3. CLAIM**
Any request for indemnity or compensation, irrespective of whether any amounts have been determined for the claim or not.
- 4. COMMON PROPERTY**
In relation to a scheme means:

 - (a) the land included in the scheme;
 - (b) such parts of the buildings or buildings as are not included in a section;
 - (c) land referred to in section 26 of the act.
- 5. EMPLOYEE**
Any employee of the Body Corporate, but excluding Managing Agents.
- 6. OWNER**
All registered owners of a unit, including the spouse and children of the owner normally resident with the owner.
- 7. PARTICIPATION QUOTA IN THE COMMON PROPERTY**
The participation quota of a section or of the owner of a section shall be at the proportion designated in the Sectional Plan and / or Rules of the Controlling Body.
- 8. SABS**
South African Bureau of Standards
- 9. SCHEME**
The Sectional Titles Development Scheme.
- 10. SECTION**
A section shown as such on the sectional plan bearing the number stated in the schedule.
- 11. THE ACT**
The Sectional Titles Act, Act No. 95 of 1986, as amended by the Sectional Titles Amendment Act, Act No. 63 of 1991, and any subsequent amendment.
- 12. THE INSURERS**
Centriq Insurance Company Ltd (hereafter called we / us / our)



- 13. THE INSURED (HEREAFTER CALLED YOU / YOUR / YOURSELF/ CO-INSURED)**
Shall be the Body Corporate and shall include all owners and all mortgagees of registered mortgage bonds over the units in the scheme for their respective rights and interests.
- 14. TRUSTEES**
The elected trustees of the Body Corporate.
- 15. UNIT**
A section with its undivided share in the common property apportioned to it in accordance with its participation quota.
- 16. GEYSER(S)**
The Geyser unit itself, pipes and fittings including drip trays and pans, within one meter of the Geyser unit, the control valves, the stop cock installed not more than one and a half meters from the Geyser unit for the purposes of controlling the water flow to the Geyser unit only, the draw cock, safety valve and vacuum breaker(s).



POLICY OVERVIEW

The policy wording contains a detailed description of cover, conditions, terms, and exclusions. The schedule attached to the policy describes the cover chosen by you, as well as any applicable conditions. This policy includes consent to the disclosure of information pertaining to private claims - see General Condition 17.

GENERAL

1. Specific exclusions and conditions shall override general exclusions and conditions.
2. This policy and the schedule constitute the contract between Centriq Insurance Co Limited (hereinafter called *we/us/our*) and the Insured/Co-insured stated in the schedule (hereafter called *you / your / yourself / co insured*). Any application or statement made by you personally, or by any of your co-insured on your behalf, will form the basis of this policy and be part thereof.
3. 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.
4. Provided the required premium has been received and subject to the terms, exclusions, exclusions and conditions of the policy, we will indemnify you by payment or, at our discretion, by replacement during the period of insurance stated in the schedule. We will not be obliged to replace or repair exactly, but only as circumstances reasonably allow. We will not pay more than the amount of cover stated in the schedule.
5. Unless specifically stated to the contrary, the general conditions, exclusions and definitions apply to the policy as a whole.
6. Payments on account may be made to you at our discretion.
7. If we are holding covered on a risk we will not reject a claim on the grounds that the premium has not been agreed.



GENERAL CONDITIONS, SPECIAL CONDITIONS GENERAL EXCLUSIONS SPECIAL EXTENSIONS AND ADDITIONAL BENEFITS

GENERAL CONDITIONS

1. **Annulment of policy**

- a) We may declare this policy or any part thereof null and void if any material details affecting the risk are not disclosed or are misrepresented by you, or by your co-insured on your behalf, or if we are not informed of any alteration in risk by you or by your co-insured on your behalf.
- b) Whereby your interest ceases except by operation of Law unless such alteration has been agreed to by us.
- c) You are in breach of a warranty or condition.

2. **Cancellation**

This policy or any section may be cancelled at any time by our giving 30 days notice in writing (or such other period as may be mutually agreed) or by you giving immediate notice. On cancellation by you, we shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by us, you shall be entitled to claim a portion of the premium for the remainder of the period of insurance from the date of cancellation.

3. **Claims**

- 3.1 If an insured event results in a claim or may result in a claim, you must notify us thereof as soon as possible and inform us of any other policy covering the same event.
- 3.2 You must supply us with full details of the insured event within 30 days of its occurrence and furnish any documentation, which we may reasonably require.
- 3.3 Any occurrence involving theft or any other criminal act or loss must be reported to the police immediately.
- 3.4 If more than one person is covered we may, at our discretion, make payment in respect of any claim to any such persons following which we will be discharged from any further liability.
- 3.5 You may not make any statement, admission, offer, promise, or payment or give indemnity without our written consent. Another person may also not do so on your behalf.
- 3.6 You must give immediate notice in writing of any claim or any communication, writ, summons, or other legal process issued or commenced against you concerning the event giving rise to a claim.
- 3.7 If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, you shall render all assistance in the identification and physical recovery of such property if called on to do so by us, provided that your reasonable expenses in rendering such assistance shall be reimbursed by us. Should you fail to render assistance in terms of this condition when called upon to do so, you shall immediately become liable to repay to us amounts paid in respect of the claim.

4. **Duty of care**

You must exercise all reasonable precautions for the maintenance and safety of the insured property, as well as the prevention or minimisation of loss or damage.



Fire protection equipment

It is a condition of this policy that fire protection equipment (including automatic sprinkler installations where applicable) shall be installed maintained and serviced in compliance with national Building regulations or as required in terms of local authority by laws.

National building regulations and Local Authority requirements

The insured shall take all reasonable steps to ensure that the property insured (as defined in the policy) complies with National Building Regulations and Local authority requirements

Disclaimers

It is a condition of this insurance that suitable disclaimers must be displayed at the entrance to the insured property, all parking areas, swimming pools, saunas, Jacuzzis, and water features.

Warning signs

It is a condition of this insurance that contractors, maintenance and cleaning staff display signs warning the public to exercise caution during operations on or about the premises.

5. Excess

Under some policy sections, you are liable for the first part (excess) of any amount payable in respect of an insured event resulting in a claim. The applicable excesses are stated under each section or in the schedule of insurance attaching to and forming part of this policy.

6. Fraudulent or wilful acts

All rights of indemnity under this policy will be forfeited if:

- 6.1 a claim is in any respect fraudulent or if fraudulent means are used by you, or by any co-insured on your behalf, to obtain any benefit under the policy;
- 6.2 a claim in any way occurs as a result of any wilful acts committed by you or with your connivance;
- 6.3 false information is furnished in respect of any claim;
- 6.4 wilful exposure to needless peril occurs except in an attempt to save human life

7. Jurisdiction

This policy is subject to the jurisdiction of the courts of law of the Republic of South Africa. We are not liable for any loss, legal costs, or expenses not incurred in the Republic of South Africa.

8. Limitations and amendments

We may introduce limitations and amendments to the policy contract by giving you 30 days written notice thereof to your last known address.

9. Other insurance

If a claim payable under this policy is also covered under another policy, we will only pay our rateable portion of the loss or damage.

10. Our rights following an insured event

- 10.1 You must allow us to enter the building or premises where the loss or damage occurred, to take possession of the damaged insured property, and to deal with it in any reasonable manner. You are not entitled to abandon any property to us, whether we took possession of it or not.
- 10.2 You must supply all information and assistance reasonably required by us and we have the right to take over the defence or settlement of a claim and conduct it in your name.

10.3 We have the right to relinquish control of any defence, settlement or proceedings at any time and to pay the full amount of our liability to you, or any lesser amount for which the claim can be settled, following which we will be discharged from any further liability.

11. Payment of premium by debit order

The premium is payable in advance and must be submitted to us by our paying agent via debit order request. If the monthly debit order is not honoured by your paying agent, cover will remain in force and two debit orders will be submitted to the paying agent at the next premium request date, one in respect of the unpaid debit order and one for the new month. If two debit orders are submitted to your paying agent and only one is paid, this money will be used to clear the first premium that is outstanding. If a claim occurs during the period of insurance in respect of which the debit order has been dishonoured, you will be required to settle the amount outstanding before your claim will be processed. The policy will be cancelled with effect from the first due date of the premiums not paid when premiums for two consecutive periods of insurance are outstanding and we will not submit any further premium payment requests to your paying agent. In this case, the preceding paragraph shall not apply. If the policy is paid annually in advance by means of one debit order and that debit order is returned unpaid, your cover will remain in force for another month. The debit order for the unpaid premium will be submitted again during the next month. If it is rejected again, the policy will be cancelled. Besides a debit order, cheque, cash, or any other recognised means may be used to pay the premium.

12. Period of insurance

Initially the period of insurance is the period starting with the inception date of the policy and ending on the last day of the calendar month in which the inception date occurs. Thereafter the period of insurance is deemed to be one calendar month. For annual policies, the period of insurance starts with the date of inception of the policy and ends on the last day of the twelve (12) consecutive months immediately thereafter.

13. Prescription

13.1 If we reject a claim, you will have 90 (ninety) working days from the date of rejection to institute legal proceedings against us, failing which our liability in respect of the claim will cease.

13.2 We shall not be liable after the expiry of 90 (ninety) working days of the date of the insured event giving rise to the claim unless the claim is the subject of a pending court action between us, or the subject of arbitration, or it is a claim for sums which you may become legally liable to pay.

14. Reinstatement of the sums insured

The sums insured under this policy will not be reduced by the amount of any claim. However, we retain the right to charge an additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is later) to the expiry of the period of insurance.

15. Rights and remedies (subrogation)

You must do, or permit to be done, all such things that may be necessary, or reasonably required by us, to enforce any rights that we shall be, or become, subrogated to upon indemnification to you, whether such things shall be required before indemnification or thereafter.

16. Rights to you only

16.1 This policy gives rights to you only. Any extension of our liability towards another person gives no right of claim to such person. You must claim on behalf of such person following which we will take over and handle the matter on your behalf.

16.2 You may not cede your rights to anyone.

17. Sharing of information

In order to combat insurance fraud and evaluate and properly underwrite risks, the South African Insurance Association (SAICA) has created a shared database for storing policyholders' insurance information.

Information sharing will contribute significantly to limiting insurance fraud and to assess risks fairly, thus protecting the interests of all policyholders. This condition permits us to store your information in the shared database and to verify any underwriting information against legally recognised sources or databases. Your right to privacy is a fundamental right that is included in the South African Constitution. This right can, however, be restricted in certain circumstances. These circumstances include cases where both parties revealing the information and the parties who are privy to it have a legal interest in that information. This means that in terms of South African law, we may reveal and or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

Your authorisation

You acknowledge that the sharing of information for underwriting and claims purposes (including credit information) between insurers is in the public interest as it enables insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums. On your own behalf and on behalf of any person you represent herein, you hereby waive your right to privacy with regard to any underwriting and claims information (including credit information) that you provide or that is provided by another person on your behalf in respect of any insurance policy or claim made or lodged by you. You acknowledge that the insurance information provided by you may be stored in the shared database and used as set out above as well as for any decision pertaining to the continuance of your policy or the meeting of any claim you may submit. You consent to such information being disclosed to any other insurance company or its agents. You acknowledge that the information may be verified against legally recognised sources or databases.

18. Collective insurance

If this insurance is a collective insurance then the following amendment is made to General Condition 3 above:

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

In addition, General Condition 11 is substituted by the following:

18.1 Our rights following an insured event

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy:
 - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and license of you to the lead insurer on behalf of all insurers to do so. You shall not be entitled to abandon any property to the insurers, whether taken possession of by the leading insurer or not;
 - (ii) take over and conduct in your name the defence or settlement of any claim and prosecute in your name for its 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. You shall make no admission, statement, offer, promise, payment or indemnity without the written consent of the leading insurer;
- (b) You 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 your

indemnification, whether such things shall be required before or after such indemnification.

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

19. Inflation adjustment

The sums insured for buildings will be adjusted annually to keep pace with inflation as far as is reasonably possible. The insured amount is to be increased annually at the anticipated building cost inflation index for the next year as published by the medium-term-forecasting associates of the Bureau for Economic Research of the University of Stellenbosch. Should the index not consist of a whole number then it will be rounded upward to the next whole number. You are, however, still responsible for ensuring that the property is insured for the full replacement value.

20. Value added Tax (VAT)

(A) DEFINITION

VAT shall mean the amount of value-added tax payable by you or us to the revenue authorities in the Republic of South Africa.

(B) VAT-INCLUSIVE CONDITION

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

Subject to such sums insured/limits of indemnity being adequate to embrace the amounts reflected under (A) and (B) above, we 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 the total amount payable for any defined event and the value-added tax related thereto shall not exceed the sum insured/limit of indemnity set against such defined event.

In circumstances referred to herein under which you are 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.

Further, 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 shall be adjusted automatically.

SPECIAL CONDITIONS

1. Interpretation of policy wording

Should any dispute arise in respect of any language interpretation in the policy wording, the English version will apply.

2. Proof of ownership

We may require reasonable proof of ownership of any item or article that is the subject of a claim.

GENERAL EXCLUSIONS

We are not liable for a claim due to the following:

1. War, Riot & Terrorism

- 1.1 loss of, or damage, to property, or bodily injury 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 (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
 - 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 Exclusion 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 Exclusion 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If we allege that, by reason of clauses 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6 and 1.1.7 of this exclusion, loss or damage is not covered by this policy, you must prove the contrary.

- 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 (Act 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 exclusion, loss of or damage to property or bodily injury 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, bodily injury or expense. For the purpose of this General Exclusion 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, 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 we allege that, by reason of clause 1.3 of this exclusion, loss or damage is not covered by this policy, you must prove the contrary.

3. Nuclear Weapons and Radiation

Except for the Fidelity section, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- (i) ionising, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- (iii) nuclear explosives or any nuclear weapon;
- (iv) nuclear waste in whatever form regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

4. Consequential or indirect loss or damage.

5. Liability that you or a co-insured assumes by agreement unless you or a co-insured would have been liable even if the agreement did not exist.

6. No amount shall be payable in terms of Section B (Property Insurance) in the event of actual physical loss of, or damage to insured property by any of the perils specified in Section B, notwithstanding that the insured property has been deemed to have been destroyed in terms of Section 48 of the Act and the provisions of that Section shall not apply regarding application and / or interpretation of this policy.

7. Computer Losses

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

- 1. loss, or destruction of, or damage to any property whatsoever (including a computer), or any loss, or expense whatsoever resulting or arising there from
- 2. any legal liability of whatsoever nature
- 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

- (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 that causes the loss of data, or the inability to capture, save, retain, or correctly process such data in regard to, or in connection with any such date or
- (iii) to capture, save, retain, or process any information, or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and or program



- (iv) to capture, save, retain, or 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 your property or not.

Special Extension to the above General Exclusion 7

- A. Loss or destruction of, or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to in B below, are not excluded by this General Exclusion.
- B. The special perils that are not excluded for the purpose of this special extension are damage caused by:
 - 1. Storm, flood, wind, rain, hail or snow excluding loss or 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 specifically plant designed to exist or operate in the open); } Unless so described and } insured as a separate item }
 - e) in any structure not completely roofed;
 - f) being retaining walls;
 - 2. Aircraft and other aerial devices or articles dropped there from.
 - 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. The above General Exclusion 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 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 Loss General Exclusion and this Special Extension.
- E. This Special Extension shall not apply to any Public Liability indemnity.

- 8. 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 exclusion, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quality.

SPECIAL EXTENSIONS – SASRIA / NASRIA

- 1. Riot and Strike Extension (excluding cover which may be provided by the South African Special Risks Insurance Association or the Namibian Special Risks Insurance Association).**

Notwithstanding anything to the contrary contained in General Exclusion 1.1

- 1.1 This policy is extended to cover loss of, or damage to property or directly occasioned by, through, or in consequence of:
- 1.1.1 civil commotion, labour disturbances, riot, strike or lock-out;
 - 1.1.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1.1.1 above.
- 1.2 This extension does not cover loss or damage to property or bodily injury
- 1.2.1 occurring either within the territorial limits of the Republic of South Africa or Namibia, or beyond the territorial limits specified in the policy
 - 1.2.2 resulting from consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
 - 1.2.3 resulting from total or partial cessation of work, or the retarding or cessation of any process or operation
 - 1.2.4 occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - 1.2.5 related to or caused by any occurrence referred to in general exclusions 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If we allege that because of provisos 1.2.1, 1.2.2, 1.2.3, 1.2.4 or 1.2.5 loss or damage or bodily injury is not covered by this extension, the burden of proving the contrary shall rest on you.

- 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 exclusion, this policy does not cover loss of or damage to property or bodily injury 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, bodily injury or expense.

For the purpose of this Exclusion 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, 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 we allege that, because of Exclusion 1.3, loss of or damage to property or bodily injury is not covered by this policy, the burden of proving the contrary shall rest on you.

ADDITIONAL BENEFITS

1. 1st-Assist Emergency Home Assistance (included free of charge)

We provide access to 24 hour emergency home assistance services. This is applicable in the event of accidental breakage (not loss) of permanent fixtures or fittings of the insured building.

We will arrange for a service provider to attend to your emergency and pay up to the amount specified in the Table of Benefits to our approved service providers.

Table of Benefits:

Service:	Limit:
Locksmith	Call-out + 1 hour labour (R50.00 first amount payable applies to each call-out)
Electrician	Call-out + 1 hour labour
Plumber	Call-out + 1 hour labour
Tree-Feller	Call-out + 1 hour labour
Glazier	Call-out + 1 hour labour

Please note that you are liable for any material or additional costs incurred that is not covered in the Table of Benefits.

The 1st-Assist Call Centre can be contacted on: **0861 225 225**

2. Claims Preparation Costs (Applicable to all sections)

We will pay the amount actually expended by you in producing and certifying any particulars or details required in terms of General Condition 3 but limited to R50 000 or the amount stated in the schedule.

PROPERTY INSURANCE

DEFINED EVENTS

1. Damage by the perils described

- (a) in sub-section A to the buildings including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule), plant equipment and other structures and improvements of a permanent nature and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts, fences and tarred or paved roads, driveways, paths or parking areas.
- (b) in sub-section B to public supply connections situate as stated in schedule.

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

SUB-SECTION A

PROPERTY

- 1. Fire, lightning, thunderbolt, subterranean fire, explosion.
- 2. Storm, wind, water, hail or snow other than
 - (a) that arising from its undergoing any process necessarily involving the use or application of water
 - (b) wear and tear or gradual deterioration
 - (c) loss or damage
 - (i) to retaining walls
 - (ii) caused or aggravated by
 - subsidence or landslip
 - your failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any destruction or damage
- 3. Earthquake
- 4. Aircraft and other aerial devices or articles dropped there from
- 5. Impact by meteorite, animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles.
- 6. Theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building. If any building insured or containing the insured property becomes unoccupied for 30 consecutive days this item is suspended as regards the property affected unless before the occurrence of damage you obtain our written agreement to continue this extension. During the period of the initial unoccupancy of 30 consecutive days you shall become a co-insurer with us and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

Where the building comprises 2 or more sections or units as described in the participation quota then each section or unit shall be regarded as a separate building for the purpose of this peril.



The provision that theft must be accompanied by “violent and forcible entry into or exit from the building” is hereby deleted in respect of “theft without forcible entry/exit” as stated in the schedule of the PROPERTY INSURANCE Section; but our the liability shall not exceed R10 000.00 or such other amount as stated in the schedule and you shall be responsible for the first 20% or R1000 whichever is more of each and every claim.

7. Accidental breakage or collapse of radio or television aerials, satellite dishes, aerial fittings or masts.
8. Bursting, overflowing or escape of water or oil from tanks, apparatus or pipes, including any fixed water or oil-fired heating installation, including damage to such tanks, apparatus or pipes but excluding damage as a result of wear and tear and gradual deterioration.

In respect of **Geysers** we will also indemnify you for the cost of the repair or the replacement, in part or the whole of the geyser plus the cost of the repair of the resulting water damage to the insured building, against loss or damage directly or indirectly caused by contributed to or arising from rust, decay, gradual deterioration, wear and tear, cracking, splitting, faulty materials and workmanship, inherent vice and latent defects. This extension excludes solar accumulator and collector panels pumps and heat pumps.

SPECIFIC CONDITIONS

Average (not applicable to glass and sanitary ware)

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 you shall be considered as being your 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.

Unoccupied property – applicable to commercial units only

The company shall not be liable for any loss or damage to unoccupied property or any portion thereof under individual occupancy unless such property is protected by a burglar alarm or 24 hour security guards and such alarm or guards are linked to an armed response service.

Geysers – conditions applicable to claims

1. Cover will be limited to R5 500 per event with an additional deductible of R500 if your claim is not notified to the FIRSTASIST Call Centre 0861 225 225
2. Whenever applicable, you must complete the manufacturer's approved installers' document, which the installer must submit to the manufacturer.
3. Only the manufacturer or its authorised agents may effect repairs and/or replacements, should the geyser still be under the manufacturers' guarantee.

SUB-SECTION B

PUBLIC SUPPLY CONNECTIONS

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 / LEVIES RECOVERABLE FROM TENANTS

Loss of rent / levies 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 per cent of the sum insured on the affected property. The basis of calculation shall be the rent / levies payable immediately preceding the damage or its equivalent in rental value.

CLAUSES AND EXTENSIONS

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

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

9. Sudden and unforeseen damage caused by subsidence or landslip provided that you shall bear the first portion of each and every claim up to an amount calculated at 3 per cent of the sum insured on the property with a maximum of R250 000.

For the purposes hereof, any damage insured shall be deemed to have been caused by fire provided that this extension does not cover.

- 9.1 damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.

- 9.2 damage caused by or attributable to
- (a) faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises
 - (b) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises
 - (c) excavation on or under land other than excavations in the course of mining operations

- 9.3 consequential loss of any kind whatsoever except loss of rent / levies.

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

2. **Prevention of access extension to sub-section C**

If property within a 10km radius of the premises stated in the schedule is lost or damaged 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, we will pay any loss of rent you may incur as a result thereof up to an amount not exceeding 25 per cent 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 rent value.

3. **Architects and other professional fees clause**

The insurance under sub-section A includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 15 per cent 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 your claim.

4. **Capital additions clause**

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

5. Cost of demolition and clearing and erection of hoardings clause

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 shall not exceed the sum insured on the property affected.

We 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.

6. Fire extinguishing charges clause

Any costs relating to the extinguishing of 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 we may be liable in terms of this section provided you are legally liable for such costs and the property insured was in danger from the fire.

7. Municipal plans scrutiny fee clause

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

8. Public authorities & requirement clause

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

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

3. if our liability 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 our liability under this clause in respect of any such item shall be reduced in like proportion
4. the total amount recoverable under any item of this section shall not exceed the sum insured thereby

9. Railway and other subrogation clause

You 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.

10. Reinstatement value conditions

In the event of the property being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, provided that:

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

11. Temporary removal clause

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

12. Tenants clause

Our liability to you shall not be affected by any act or omission on the part of any tenant (other than you) without your knowledge. You shall, however, inform us 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 shall be assumed by us.

13. Escalator clause extension (it stated in the schedule to be included)

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

14. Malicious damage extension

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

1. movable property which is
 - (a) stolen
 - (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by you
2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by you
3. immovable property owned or occupied by you occasioned by or through or in consequence of
 - (a) the removal or partial removal or any attempt thereof of
 - (b) the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover
 - (i) loss or damage related to or caused by fire or explosion
 - (ii) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
 - (iii) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - (iv) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority
 - (v) loss or damage related to or caused by any occurrence referred to in General Exclusion 1- 1.1, 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, or 1.1.7 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 we allege that, by reason of proviso (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of providing the contrary shall rest on you.



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

Where the building comprises 2 or more sections or units as described in the participation quota then each section or unit shall be regarded as a separate building for the purpose of this peril.

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

15. Interest of the Mortgagee

15.1 This insurance as to the interest of the Mortgagee (s) in the buildings, improvements, landlords fixtures and rent insured only shall not be invalidated by:

- (a) any act or neglect of the Body Corporate or any of the Owners of Units as defined in the Sectional Titles Act, Act no. 95 of 1986, as amended or replaced from time to time, or
- (b) by any misrepresentation or non-disclosure by the Body Corporate or any of the Owners of the Units at the time when the Insurance is effected or renewed or during the currency thereof, or
- (c) by the alienation of the property, or
- (d) by the occupation thereof for purposes more hazardous than are permitted by the policy provided that
 - (i) such act, neglect, misrepresentation, non-disclosure, alienation or occupation shall have been effected without the knowledge or privity of the Mortgagee (s) and;
 - (ii) the Mortgagee (s) shall notify us of the happening of existence of such act, neglect, misrepresentation, non-disclosure, alienation occupation as soon as same shall come to his or her knowledge;
 - (iii) for Mortgagee (s) shall, on reasonable demand, pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or shall have been, assumed by us during the continuance of the Insurance, and
 - (iv) any compensation payable in terms of this section shall be payable direct to the Mortgagee (s) of the particular unit in the order of preference of their bonds up to the value allocated to the particular unit in this policy or the aggregate of the amounts due by the unit owner to the mortgagees under their mortgage bonds, whichever is the lesser.

15.2 All and any amounts becoming payable by us under this insurance policy as a result of damage to or destruction of the buildings, improvements or landlord's fixtures shall, unless otherwise resolved or ordered in terms of Section 48 of the Sectional Title Act, be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 48 of the Sectional Title Act that such damage should not be reinstated, the proceeds of any claim applicable to the unit shall be made in the first place to the Mortgagee (s) of the particular unit in the policy or the aggregate of the amounts due by the unit owner to the mortgagees under their mortgage bonds, whichever is the lesser.

- 15.3 The Condition of Average Clause incorporated within the policy applies to the individual units (excluding the owner's interest in the land) and not to the property as a whole.
- 16. Glass and sanitary ware**
Accidental breakage of glass, mirrors and sanitary ware, provided it constitutes a fixture to the building. The buildings must be furnished and occupied at the time of the breakage. Chipping, scratching and disfiguration are not covered.
- 17. Guards**
Limited to R5000 per insured event for guards to protect your buildings following the occurrence of an insured peril.
- 18. Damage to garden**
Limited to R5000 per insured event for the replacement of trees, plants or shrubs on the premises following damage by fire, fire fighting operations, explosion, impact by vehicles, aircraft or other aerial devices or articles dropped there from, or the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage.
- 19. Removal of trees**
We will indemnify you for the cost of removing trees when they have fallen upon and caused damage to the insured property. The amount payable under this extension is limited to R5000 per event.
- 20. Fire-extinguishing appliances**
Damage caused by discharge or leakage from fire-extinguishing installations / appliances.
- 21. Owner's alternative accommodation**
Necessarily incurred by you at any hotel or boarding house in consequence of your unit being damaged by any insured peril, but only in respect of the period of reinstatement of your unit and not exceeding 30 percent of the sum insured on the unit.
- 22. Builders' risk**
Whilst the buildings are being erected or structurally altered, cover for loss or damage to the buildings is limited to the following insured perils:
- 22.1 fire, lightning, explosion, earthquake, impact by vehicles other than the building contractor's vehicles, plant or equipment or those under his control, animals, aircraft and other aerial devices or articles dropped there from;
 - 22.2 storm, wind, hail, or snow damage to those parts of the building not being erected or only being structurally altered
- Loss or damage to:
- 22.3 public supply or mains connections
 - 22.4 glass and sanitary ware
 - 22.5 your garden
- will only apply if such loss or damage did not arise directly or indirectly from the building operations.



23. Locks and Keys

We will indemnify you for an amount up to R5000 for replacement of locks and keys following violent and forcible entry into or exit from the insured building.

SPECIFIC EXCLUSIONS

Unless specificity stated to the contrary, the following are not covered:

1. in respect of Geysers
 - 1.1 loss or damage to Geysers resulting from faulty materials and workmanship, inherent vice and latent defects within the first year of installation.
 - 1.2 loss or damage to Geysers within the guarantee period unless not covered by the guarantee.
2. in respect of all other property
 - 2.1 loss or damage directly or indirectly caused by or contributed to or arising from:
 - 2.1.1 faulty or defective design, materials or workmanship
 - 2.1.2 inherent vice or latent defect
 - 2.1.3 gradual deterioration or wear and tear, vermin or insects
 - 2.1.4 inadequate or lack of maintenance
 - 2.1.5 cracking, splitting or rupturing unless you can prove that such loss resulted directly from one of the insured perils
 - 2.2 any property not erected and built in accordance with recognized and general building specifications and methods of construction
 - 2.3 loss or damage to retaining walls unless erected in terms of architectural and / or engineering specifications, proof of which must be supplied by you in the event of a claim.
 - 2.4 the First Amount Payable stated in the Schedule.

OFFICE CONTENTS

DEFINED EVENTS

1. Loss of or damage to the contents of offices used in connection with the operation of the body corporate (other than documents as defined in sub-section B if insured there under) including electronic data processing equipment and landlords fixtures and fittings belonging to you or for which you are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any trustees or employee up to an amount of R2 500 per person while contained in the offices and / or consulting rooms situated as stated in the schedule (hereafter called the office premises) by any of the perils specified in sub-section A.
2. Loss of or damage to the whole or part of the property insured under item C and defined in sub-section C and the consequences thereof insured under item D and as described in sub-section D.
3. Loss and/or expenditure described in sub-section D.

SUB-SECTION A

CONTENTS

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

Provided that we will not be liable under this extension of theft or attempted theft by any trustees or employee.

LIMITATIONS CLAUSE

Our liability under this sub-section is limited to an amount of R50 000.

SPECIFIC CONDITIONS

Average (not applicable to peril 6. above)

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

SUB-SECTION B

DOCUMENTS

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

DEFINITION

The term documents shall mean:

Films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by you in the business and owned by you or for which you 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 certain sum in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data- carrying media unless otherwise stated in the schedule.

LIMITATIONS CLAUSE

Our liability under this sub-section is limited to all costs, charges and expenses incurred by you in replacing or restoring such documents up to an amount of R10 000.

SPECIFIC EXCLUSION

(applicable to sub-section A)

This sub-section does not cover:

- (a) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi;
- (b) designs, patterns, models or moulds (except to the extent that ; said articles are insured in terms of subsection A), stock-in-trade, samples, motor vehicles and motor vehicle accessories, money, securities, stamps, jewellery or precious stones;
- (c) the first 10 percent of the identifiable amount or R1 000, whichever is the greater if the loss or damage is due to power surges or lightning strikes;
- (d) theft or attempted theft by any trustee or employee.

SPECIFIC EXCLUSION

(applicable to sub-section B)

This sub-section does not cover:

- (a) loss or damage caused by
 - (i) electric, electronic, or magnetic injury, disturbance, or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10 percent of such amount or R1 000
 - (ii) Vermin or inherent defect or by processing, copying or other work upon the documents;



- (iii) The dishonesty of any trustee whether acting alone or in collusion with others. This exclusion shall not apply to any trustee who is also an employee and whom you have the right at all times to govern, control and direct in the performance of his work in your service and in the course of the business.
- (b) gradual deterioration or wear-and-tear
- (c) costs involved in re-shooting films and videos and re-recording audiotapes.

SUB-SECTION C

LEGAL LIABILITY DOCUMENTS

Legal liability as a direct consequence of loss 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 us under sub-section C unless such payment, reinstatement, repair or liability has not been made or admitted by us solely because you are required to bear the first portion of the loss. Our limit of liability shall not exceed R1 000 000.

Specific Exclusion (applicable to sub-section C)

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.

SUB-SECTION D

INCREASE IN COST OF WORKING

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 therefore admitted by us under sub-sections A or B.

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

ELECTRONIC EQUIPMENT

Physical loss of or damage to the property insured described in the schedule from any cause not hereafter excluded whilst at work or at rest anywhere within a separate office at the premises.

Exclusions

We 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 of each and every occurrence giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one occurrence, 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 sub-section;
3. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on your behalf covering the insured equipment;
4. faults or defects known to you (or your trustees and/or responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to us or any consequences thereof;
5. wastage of material or the like or wearing out of any part of the insured property caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature;
6. parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this sub-section to other parts of the property insured, we shall indemnify you for the residual value prior to the loss of such exchangeable parts;
7. the cost of reproducing data and/or programs whether recorded on cards, tapes, discs or otherwise;
8. loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein;
9. loss by theft or by disappearance of the property insured unless accompanied by forcible and violent entry to or exit from the separate office at the premises;
10. loss or damage occurring during the currency of a manufacturer's guarantee unless a claim is first made against the guarantor.

Basis of Indemnification

The indemnity by this sub-section subject always to the sums insured contained in the schedule or any specific limit of liability contained in this sub-section shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and value added tax.

(1) Partial loss

If the insured property suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order, provided that:

- (a) the value of damaged parts which can be used will be deducted;

- (b) the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this sub-section;
- (c) if, without our consent, temporary repairs are carried out by you in the interests of safety or to minimise further loss or damage to the insured property, the cost of such temporary repairs will be borne by us. 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 there from will be for your account;
- (d) where the damage is restricted to a part or parts of an insured item, we shall not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured.

(2) Total loss

- (A) In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating on the same site new property of equal performance and/or capacity or, if such be impossible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged provided always that:
 - (i) the work of replacement or reinstatement must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
 - (ii) until expenditure has been incurred by you in replacing or reinstating the property insured, we shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
 - (iii) these conditions shall be without force or effect if
 - (a) you fail to intimate to us within 90 days of the date upon which the damage occurred (or such further time as we may in writing allow) your intention to replace or reinstate the property insured
 - (b) you are unable or unwilling to replace or reinstate the property insured on the same site;
 - (iv) at our sole option, following commercial and technical appraisal by our representative 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 seven (7) years (or such extended period as may be approved by us in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

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

Definition of market value

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

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

subject always to a minimum indemnity of 40% (forty percent) of the current new replacement value of the nearest equivalent property.

Reinstatement of data

The insurance is in respect of the cost of reinstatement of data which is lost as a result of loss or damage indemnifiable under this extension

The limit of liability for any claim shall not exceed R5000 or such other amount reflected in the schedule. You shall be liable for the first R500 of each and every occurrence.

Increase in cost of working

The insurance under this extension is in respect of the additional expenditure necessarily and reasonably incurred by you to minimise or prevent the interruption or interference with the business during the indemnity period following loss or damage indemnifiable under this extension.

The term indemnity period shall mean the period beginning after the number of hours stated below after the occurrence of the loss or damage and ending not later than the number of months stated below after the occurrence during which the business has been affected in consequence of the loss or damage.

Specific exception

A time exclusion of 24 hours applies to each and every occurrence giving rise to a claim.

Specific condition

Our liability shall not exceed R5000 and 3 months indemnity period in respect of any one occurrence except as otherwise stated in the schedule.

Average

In respect of (1) and (2) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the insured property had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, then you shall be considered as being your own insurer for the difference and shall bear a rateable portion 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.

LIMITATION CLAUSE

Our liability shall not exceed in respect of any of the items specified in the schedule the sums insured set opposite thereto.



MONEY

DEFINED EVENTS

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

DEFINITIONS

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

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

Clothing shall mean clothing and personal effects not otherwise insured belonging to you or to any trustee or employee.

EXTENSIONS

1. Receptacles and clothing

In addition to any payment in respect of a defined event, we 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 our liability under this extension shall not exceed R2 000.

2. Locks and Keys

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

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

3. Skeleton keys

The insurance under this section extends to cover loss of or damage to the insured property 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 our satisfaction that a skeleton key or device was used.

4. Personal accident (assault) extension

The term "defined events" in the money section shall be deemed to include bodily injury, caused by accidental, violent external and visible means as a result of theft, or any attempt thereof, to the insured or to any trustee or employee (hereafter in this extension referred to as such person) while such person is acting in the course of his duties in your employ. We will pay to you, on behalf of such person or his estate, the sum or sums stated in the schedule in the event of bodily injury to such person resulting within 24 calendar months in

- 1. death the capital sum being R10 000.00
- 2. permanent disability as follows the percentage of the capital sum specified



Percentage of capital sum

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

MEMORANDA (applicable to permanent disablement benefits)

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

- (i) this extension shall not apply to any such person under 15 or over 70 years of age;
- (ii) General Exclusion 3 and General Conditions 10 do not apply to this extension;
- (iii) in respect of this extension only General Exclusion 2 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".
- (iv) after suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. We shall not be liable to make any payment unless this proviso is complied with to our satisfaction.

Extensions to the personal accident (assault) extension

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

SPECIFIC EXCLUSIONS

We shall not be liable for loss of or damage to money

1. arising from dishonesty of any trustee 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 strong room unless the keys
 - (a) are obtained by violence or threats of violence to any person;
 - (b) Are used by the key holder or some other person with the collusion of the key holder and you can prove to our satisfaction that the key holder or such other person had used the keys to open the safe or strong room;
4. in an unlocked safe or strong room whilst the portion of the premises containing such safe or strong room is unattended, but this exclusion will not apply if it can be shown to our satisfaction that the person(s) responsible for the money deliberately left it outside the safe or strong room with the intention of allowing it to be stolen;
5. not contained in a locked safe or strong room whilst the portion of the premises containing such money is unattended, but this exclusion will not apply if it can be shown to our satisfaction that the person(s) responsible for the money deliberately left it outside the safe or strong room with the intention of allowing it to be stolen;
6. in any vehicle being used by you unless a trustee or employee is actually in such vehicle or, if not in such vehicle, is within 5 meters of it in a position from which the vehicle is clearly visible. This exclusion shall not apply following an accident involving such vehicle rendering said person incapacitated.



Specific exclusions (3), (4), (5) and (6) do not apply up to an amount of R1 500.00 and such losses shall not be reduced by any first amount payable.

MEMORANDA

1. Loss of or damage to money as insured under this section arising from dishonesty of any trustee or person in your employ, (such person) as defined under this section, shall be subject to the following compulsory First Amount Payable Clause. The amount payable hereunder in respect of an event involving any such person or any number of such persons acting in collusion, shall be reduced by:
 - (a) 2 percent of the applicable limit under defined events plus
 - (b) a further amount of 10 percent of the net amount payable after deduction of the 2 percent specified in (a) above

2. We shall not be liable under this section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

SPECIAL CONDITIONS APPLICABLE TO MONEY LIMITS

1. Money not contained in a locked safe or strong room
 - 1.1 while on your premises outside the hours during which your commercial operations are conducted;
 - 1.2 while in your residence or any trustee;
 - 1.3 while in the custody of any collector;
 - 1.4 while in the custody of a trustee or employee whilst away from your premises on a business trip anywhere in the world.

Our liability shall not exceed R1,500.

2. Money contained in a locked safe or strong room situated in a building at your premises outside the hours during which your commercial operations are conducted is limited according to the following grading of safe or strong room:
 - 2.1 No SABS grading R 2,500
 - 2.2 SABS Category 1 grading R 5,000
 - 2.3 SABS Category 2 grading R 12,500

provided that our liability shall not exceed the amount stated in the schedule.

SPECIAL CONDITIONS APPLICABLE TO CHEQUES

First amount payable applicable to theft of cheques

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

1. Cheques drawn by You



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

Recommended SAIA procedure for drawing and crossing of cheques and printing of blank cheques

A. Drawing and crossing of cheques

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

1. Delete the pre-printed words "or bearer". This limits the possibility of the drawee bank paying out to a bearer who might not be entitled to payment
2. If instead of "or bearer" your cheque has pre-printed on it "or order" these words must also be deleted
3. Write on the face of the cheque the words "not transferable"
4. Cross the cheque by drawing two parallel lines across the cheque
5. Write the words "not negotiable" between the two parallel lines referred to in 4 above
6. Ensure that the payee is accurately, properly and fully described for example where the payee is a company its full name should be used: RH Jones (Pty) Ltd not just RH Jones

Where the bank account number or CC number of the payee is known this should be included after the name of the payee, for example, "RH Jones (Pty) Ltd, Co No: 69/123456 "or RH Jones (Pty) Ltd ABC Bank account no: 123456789"

Whilst highly recommended it is not compulsory to use the bank account number of the payee

7. In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures
8. All the markings on a cheque should be legible and clearly visible. Persons drawing cheques should not use abbreviated or different versions of the terminology used in the example. The words "not neg" and a crossing using a rubber stamp containing a rectangle rather than two parallel lines are worthless
9. The method used to complete cheques should be one, which makes an ink impression on the paper like handwriting, a typewriter or a dot matrix printer. The ribbon used on the printer/typewriter should be of the type, which impregnates the paper with ink. Do not use:
 - (i) old ribbons
 - (ii) laser printers which do not make an impression into the paper
 - (iii) the "reverse printing technique"
 - (iv) correctable type ribbons.

B. Printing of blank cheques

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

- (i) security paper (CBS1 or superior)
- (ii) security designs
- (iii) special security inks compatible with the security paper/ design
- (iv) methods which make it difficult for anyone to make supply of blank cheques by photocopying the originals



FIDELITY

DEFINED EVENTS

1. Loss of money and/or other property belonging to you or for which you are responsible stolen by trustees or employees during the currency of this section.
2. Direct financial loss sustained by you as a result of fraud or dishonesty of trustees or employees all of which occurs during the currency of this section which results in dishonest personal financial gain for the trustees or employees concerned
3. Direct financial loss sustained by you as a result of the fraud or dishonesty of your managing agent provided that the amount payable by us will not exceed R25 000 for any one claim and in the aggregate in any on period of insurance. Any increase in the limit of indemnity under defined events (1) and (2) above shall not apply to this event. It is a condition of this defined event that the managing agent must be a member of the National Association of Managing Agents. If you have effected more specific insurance then this policy will only apply to the amount not paid by such more specific insurance.

provided that:

- (i) (a) we are not liable for all losses that occurred more than 24 months before discovery;
(b) all losses are discovered not later than twelve months after the termination of:
 - (i) this section, or
 - (ii) this section in respect of any trustee or employee concerned in a loss, or
 - (iii) the employment of the trustee or employee or the last of the trustees or employees concerned in a loss whichever occurs first;
- (ii) our liability for all losses shall not exceed the sum insured stated in the schedule whether involving any one trustee or employee or any number of trustees or employees acting in collusion or independently of each other;
- (iii) renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing our liability beyond the sum insured stated in the schedule. If the period of insurance is less than 12 months, our liability is limited to the sum stated in the schedule during any 12-month period of insurance calculated from inception or renewal;
- (iv) the term "dishonest personal financial gain" shall not include gain by a trustee or employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.

DEFINITION

Employee shall mean

- (a) any person while employed under a contract of service with or apprenticeship to you;
- (b) any person while hired or seconded from any other party into your service;

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



SPECIFIC EXCLUSIONS

1. We shall not be liable for:
 - (a) loss resulting from or contributed to by the fraud or dishonesty of any trustee or employee from the time the insured shall become aware that such trustee or employee has committed any fraud or dishonesty;
 - (b) any consequential losses of any kind following losses referred to under Defined Events;
 - (c) the first amount payable.

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 your business as have been represented to us, but you may:
 - (a) change the remuneration and conditions of service of any trustee or employee;
 - (b) in respect of any trustee or employee who is described in the schedule by name, change his duties and position;
 - (c) in respect of any trustee or employee who is described in the schedule only by the position held by him, remove such trustee or employee and place in his position any other person who falls within the definition of trustee or employee;
 - (d) make such other changes as are approved beforehand in writing by your auditors.
2. If you shall 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 us 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 us and you to the extent of your co-insurance in terms of item (b) of the compulsory first amount payable clause.

CLAUSES AND EXTENSIONS

Accountant's clause

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

Extended cover for past trustees and employees extension

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

Other insurance

It is a condition of this section that other than

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



no other insurance is in force during the currency of this section to insure against the risks insured hereunder. Notwithstanding specific condition (b) above, this shall not be held to override General Condition 10 - other insurance.

Compulsory first amount payable

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

- (a) 2 percent of the sum insured under defined events plus
- (b) a further amount of 10 percent of the net amount payable after deduction of the amount specified in (a) above.

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

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 paragraph 3.3 of General Condition 3, refrain from reporting the matter to the police but shall do so immediately should we require such action to be taken.
2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this section.
3. General Exclusions 2 and 3 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.



ALL RISKS

DEFINED EVENTS

Loss or damage to the whole or part of the property described in the schedule while in, on, or about the property insured by any accident or misfortune not otherwise excluded provided that you shall be responsible for the first amount payable stated in the schedule in respect of each and every event.

SPECIFIC EXCLUSIONS

We shall not be liable for:

1. loss or damage to property resulting from or caused by
 - (a) its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
 - (b) inherent vice or defect, vermin, insects, damp, mildew or rust;
 - (c) the dishonesty of any trustee or employee whether acting alone or in collusion with others;
 - (d) detention, confiscation or requisition by customs or other officials or authorities;
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.

ACCIDENTAL DAMAGE

DEFINED EVENTS

Accidental physical loss of or damage to the insured property in, on, 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 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 shall not exceed the sum stated and, notwithstanding general condition 10, this section shall not be called into contribution for any defined event for which insurance that is more specific has been arranged.

SPECIFIC EXCLUSIONS

We shall not be liable for:

- (a) any peril excluded or circumstance precluded from any other insurance available from us at inception hereof or for any excess payable by you under such insurance, or for any reduction of amount payable under any claim due to the application of average;
- (b) more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
- (c) detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process;
- (d) unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misplacing of information;
- (e) loss of or damage to insured property caused by
 - (i) any fraudulent scheme, trick, device or false pretence practised on you (or any person having custody of the insured property) or fraud or the dishonesty of any trustee or employee;
 - (ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exclusion applies only to vessels, pipes, tubes or similar apparatus;
 - (iii) breakdown, electrical, electronic and/or mechanical derangement;
 - (iv) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
 - (v) fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear-and-tear;
 - (vi) denting, chipping, scratching or cracking not affecting the operation of the item;
 - (vii) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
- (f) settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;

- (g) (i) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
- (ii) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
- (h) failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
- (i) collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

DEFINITION

Insured property

Any tangible property belonging to you or held in trust or on commission for which you are responsible other than:

- (a) current coin (including Kruger rands and similar coins), bank and currency notes, travellers' and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers and other certificates, documents or instruments of a negotiable nature;
- (b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
- (c) property in transit by air, inland waterway or sea;
- (d) railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers;
- (e) standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cable ways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives;
- (f) electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
- (g) property in the course of construction, erection or dismantling including materials or supplies related thereto;
- (h) property in the possession of customers under lease, rental, credit or suspensive sales agreements;
- (i) glass, china, earthenware, marble and other fragile or brittle objects,

unless stated in the schedule to be insured.

CLAUSES AND EXTENSIONS

Restricted cover clause

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

Tenants' clause

You shall not be prejudiced by the act of any tenant in premises he owns or in which he is a co-tenant or of the owner of any premises of which he is a tenant, provided that we are notified as soon as you become aware of such act and you pay any additional premium resulting from any additional hazard assumed by us.



Marble and granite tops

Notwithstanding exception (i) above we will indemnify you in respect of accidental damage to marble and granite tops.



**PUBLIC LIABILITY
(CLAIMS MADE BASIS)**

DEFINED EVENTS

Damages you shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed injury), or accidental loss of or physical damage to tangible property (hereinafter termed damage) which occurred in the course of or in connection with the business within the territorial limits and on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against you in writing during the period of insurance.

THE LIMIT OF INDEMNITY

The amount payable inclusive of any legal costs recoverable from you by a claimant or any number of claimants and other costs and expenses incurred with our consent for any one event or series of events with one original cause or source shall not exceed the amount stated in the schedule.

TERRITORIAL LIMITS

Anywhere in the world, but not in connection with:

- (i) any business carried on by you at or from premises outside,
- or
- (ii) any contract for the performance of work outside

the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

SPECIFIC EXCLUSIONS

We will not indemnify you in respect of:

1. injury or damage sustained by
 - (a) any member of the same household as you;
 - (b) any trustee or person employed by you under a contract of service or apprenticeship and arising directly from and in the course of such trusteeship or employment by you;
 - (c) any other person resulting from the ownership of, or use by, or on behalf of you of mechanically propelled vehicles (except pedal cycles and lawnmowers).
2. damage to property
 - (a)
 - (i) belonging to you;
 - (ii) in your custody or control or in the custody or control of any trustee or employee;
 - (b) caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
3. liability assumed by agreement unless liability would have attached to you notwithstanding such agreement.
4. (a) liability in respect of injury, damage, or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exclusion shall not apply where such seepage, pollution, or contamination is caused by a sudden, unintended and unforeseen occurrence;



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

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

- 5. fines, penalties, punitive, exemplary or vindictive damages.
- 6.
 - (a) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland;
 - (b) costs and expenses of litigation recovered by any claimant from you that are not incurred in and recoverable in the area described in 6. (a) above.
- 7. liability consequent upon injury or damage
 - (a) caused by or through or in connection with any advice or treatment of a professional nature (other than first-aid treatment) given or administered by or at your direction;
 - (b) caused by or through or in connection with
 - (i) the refuelling of aircraft;
 - (ii) the ownership, possession, maintenance, operation or use of aircraft or an airline;
 - (iii) the ownership, hire, or leasing of any airport, airstrip, or helicopter pad.
- 8. any claim arising from an event known to you
 - (i) which is not reported to us in terms of General Condition 3
 - (ii) prior to inception of this section
- 9. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against you within the 48-month period (or extended period in respect of minors), as specified in Specific Condition 2

MEMORANDA

- 1. Where more than one of you is named in the schedule we will indemnify each one of you separately and not jointly and any liability arising between each one of you shall be treated as though separate policies had been issued to each, provided that our aggregate liability shall not exceed the limit of indemnity stated in the schedule.
- 2. Provided that our aggregate liability is not increased beyond the limit of indemnity stated, we will also indemnify as though a separate policy had been issued to each
 - (a) in the event of your death, any personal representative of yourself in respect of liability incurred by you;
 - (b) any trustee, or employee (if you so request) against any claim for which you are entitled to indemnity under this insurance.
For the purposes of this extension, we waive all rights of subrogation or action that we may have or acquire against any of the above, and each party to whom the indemnity hereunder applies shall



observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this insurance in so far as they can apply.

3. General Exclusion 2 is deleted and replaced by the following:

"This section does not cover injury, damage or liability directly or indirectly caused by, related to, or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power"
4. If, at the time of any event giving rise to a claim under this section, indemnity is also provided under any other insurance, this section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.
5. You shall be responsible for the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by you.

SPECIFIC CONDITIONS

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

CLAUSES AND EXTENSIONS

Extended reporting option

At your option and subject to payment of an additional premium to be determined and subject to all the terms, exclusions and conditions of this section, we agree to extend the period during which you may report an event in terms



of General Condition 3 for a period to be agreed, but in no circumstances exceeding 36 months (hereafter referred to as extended reporting period)

provided that

- (a) this option may only be exercised in the event that we cancel or refuse to renew this section;
- (b) this option must be exercised by you in writing within 30 days of cancellation or non-renewal;
- (c) once exercised, the option cannot be cancelled by either you or us;
- (d) you have not obtained insurance equal in scope and cover to this section as expiring;
- (e) we shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
- (f) claims first made against you or any reported events by you during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
- (g) the total amount payable by us for claims made or events reported during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
- (h) any claim made, following a reported event during the extended reporting period, which is first made against you in writing more than 48 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

Security firms

Notwithstanding specific exclusion 3, if, in terms of a contract with a security firm engaged in the course of your business (as owner of the premises specified in the schedule) to protect your property at the premises stated in the schedule, you become legally liable for the acts or omissions of the employees of the security firm in the course of their employment at these premises, then this section includes such legal liability to the extent that indemnity would have been granted under this section had said employees been under a contract of service to you and not the security firm, but not exceeding the limit of liability stated in the schedule.

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

Tool of trade

Specific exception 1(c) shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto provided that the company shall not be liable hereunder in respect of so much of any liability as falls within the scope of any form of motor insurance or compulsory third party motor legislation notwithstanding that no such insurance is in force or has been effected nor shall the company be liable where any other form of motor insurance has been effected by the insured covering the same liability

Emergency medical expenses

We will indemnify you for all reasonable expenses incurred by you 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 you in terms of this section.

Car parks

Notwithstanding the provision of specific exclusion 2 (a) (ii), we 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.

Wrongful arrest and defamation

The defined events are extended to include damages

- (i) resulting from wrongful arrest (including assault in connection with such wrongful arrest);

- (ii) in respect of defamation

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

Trustees' indemnity

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

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

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

We will not indemnify you in respect of:

- (a) any liability for the payment of VAT;
- (b) any remuneration or other monies to which the Body Corporate or Trustee(s) is/are legally entitled;
- (c) any indemnity claimed or claimable in terms of any other insurance;
- (d) any Trustee(s) committing any wrongful act(s) knowing such action(s) to be illegal, fraudulent or of malicious intent, but this exclusion shall not apply to any innocent party affected by such act(s);
- (e) the amount of any first amount payable stated in the schedule.

Legal defence costs

If you so request, we will indemnify any trustee or employee of yours against costs and expenses not exceeding R50,000, in any one event and R100,000 in any one (annual) period of insurance and incurred by and on behalf of such a person with our consent in the defence of any criminal action brought against such person in the course of his occupation with you arising from an alleged contravention of the statutes as herein defined during the period of insurance provided that:

- (i) In the case of an appeal, we shall not indemnify such person unless a senior counsel approved by us shall advise that such appeal should, in his opinion, succeed;
- (ii) We shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon;
- (iii) Such person shall, as though he were you, observe, fulfil and be subject to the terms, exclusions and conditions of this policy and this section thereof in so far as they can apply.

The Statutes

The Occupational Health and Safety Act, Act No. 85 of 1993 (as amended)
The Electricity Act, Act No. 40 of 1958 (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, Act No. 51 of 1977 (as amended)

EMPLOYERS' LIABILITY

DEFINED EVENTS

Damages which you shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with you, which occurred in the course of and in connection with such persons 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.

THE 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 our consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.

TERRITORIAL LIMITS

Anywhere in the world but not in connection with

- (i) any business carried on by you at or from premises outside
- or
- (ii) any contract for the performance of work outside

the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

SPECIFIC EXCLUSIONS

This section does not cover

- (a) 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;
- (b) Liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
- (c) Fines, penalties, punitive, exemplary or vindictive damages;
- (d)
 - (i) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland
 - (ii) costs and expenses of litigation recovered by any claimant from you which are not incurred in and recoverable in the area described in (d) (i) above.
- (e) any claim arising from an event known to you
 - (i) which is not reported to us in terms of General Condition 3
 - (ii) prior to inception of this section
- (f) any claim (in the event of cancellation or non-renewal of this section) not first made in writing against you within the 48-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 3 (hereafter termed reported event) shall be treated as if it had first been made against you on the same day that you reported the event to us.

2. In the event of cancellation or non-renewal of the policy
 - (a) any claim resulting from a reported event, first made in writing against you during the 48 months immediately following cancellation or non-renewal shall 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 months will be extended until the expiry of 12 months after the claimant has attained majority;

 - (b) you may report an event in terms of General Condition 3 to us for up to 15 days after cancellation or non-renewal, provided that
 - (i) such event occurred during the period of insurance

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

3. Any series of claims made against 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 shall be treated as if they all had first been made against you
 - (a) on the date that the event was reported by you in terms of General Condition 3 or

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

EXTENSIONS

Extended reporting option

At your option and subject to payment of an additional premium to be determined and subject to all the terms, exclusions and conditions of this section, we agree to extend the period during which you may report an event in terms of General Condition 3 for a period to be agreed, but in no circumstances exceeding 36 months (hereafter referred to as extended reporting period)

provided that

- (a) this option may only be exercised in the event that we cancel or refuse to renew this section;

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

- (c) once exercised, the option cannot be cancelled by either you or us;

- (d) you have not obtained insurance equal in scope and cover to this section as expiring;

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

- (f) claims first made against you or any reported events by you during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;



- (g) the total amount payable by us for claims made or events reported during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
- (h) any claim made, following a reported event during the extended reporting period, which is first made against you in writing more than 48 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

Principals

Where a principal and you are liable for the same damages and where any contract or agreement between a principal and you so requires, we will, notwithstanding the aforementioned Specific Exclusion (a) above, indemnify the principal in like manner to you, but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from your or your employees negligence

provided that

- (a) in the event of a claim in terms of this extension, you shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in us;
- (b) the principal shall, as though he were you fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this policy in so far as they can apply;
- (c) our liability is not hereby increased.

MEMORANDUM

In respect of this section only, General Exclusion 2 is deleted and replaced by the following:

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

MACHINERY BREAKDOWN

DEFINED EVENTS

Sudden and unforeseen physical damage to the insured machinery being air-conditioning plant, swimming pool machinery, saunas, spa baths, Jacuzzis, borehole pumps, automatic gates, garage doors, boilers, electrical switchgear, escalators, hoists, lifts and transformers forming part of the buildings insured under the Building section of this policy up to the amount of R20 000 for any one event

- (a) whilst it is at work or at rest;
- (b) whilst being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection

provided that

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

SPECIAL EXCLUSIONS

We shall not be liable for:

- (a) Damage to the insured machinery by any cause otherwise insured in terms of the Buildings section of this policy or subsequent dismantling or re-erection;
- (b) Repair or replacement necessitated by wear, corrosion, erosion, deposit of scale, sludge or other sediment or any other direct consequence of progressive or continuous influence from working or atmospheric or chemical action, rust or scratching of painted or polished surfaces;
- (c) The first amount payable stated in the schedule;
- (d) Damage resulting from experiments, overloads or tests;
- (e) Damage occurring during the currency of a manufacturers guarantee unless a claim is first made against the guarantor
- (f) Damage to Geysers (refer to the Property Insurance Section of this policy).

SPECIFIC CONDITION

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

WATER LOSS

The following extension is applicable to residential sectional title schemes.

The company will indemnify the insured for the cost of water lost through leakage from pipes in any unit or on the common property, where the insured is responsible to pay the charge for such water subject to

1. Only in the event of the quarterly reading of water consumption exceeding the average of the previous four quarterly readings by 50% or more, then the company will pay the insured for the cost of such additional water consumed up to a limit of R5000.
2. No more than R5000 shall be payable and the company will not pay for more than two losses in any 12 month period of insurance.
3. It is a condition precedent to liability under this extension that the insured shall, upon discovery of a leak, (by physical evidence of a leakage or on receipt of an abnormally high water account) take immediate action to repair the pipe(s) affected.
4. This extension does not cover the cost of remedial action including repairs to the pipe(s) affected
5. The company will not be liable for claims
 - I. As a result of leaking taps geysers toilet systems swimming pools and storage tanks.
 - II. As a result of a leaking inlet or outlet pipe of a swimming pool.
 - III. As a result of the deliberate acts of the insured, any tenant of the insured property or any person acting on their behalf
 - IV. Whilst a unit is unoccupied for more than 30 consecutive days
 - V. For the cost of re-filling swimming pools or other pools or ponds or water tanks whether following a leakage or otherwise