



# SECTIONAL TITLE

## POLICY WORDING

**Underwritten by Infiniti Insurance Limited**  
An Authorised Financial Service Provider • FSP No: 35914



---

## WELCOME TO F&I INSURANCE

### **IMPORTANT PLEASE READ :**

#### **The Contract**

This policy is a contract between you, the insured and the insurance company as stated in your schedule and is administered by F&I Insurance which is an Underwriting Management Agency registered in terms of the Financial Services Conduct Authority, Licence number FSP 9134.

Details of your insurance company, your broker and us, the underwriting manager, are contained in your schedule of insurance.

The policy must be read together with the schedule as these and any endorsements as these form part of a single contract.

**Important:** Please ensure that the cover provided meets your requirements. If not, please contact us or your broker as soon as possible. Please ensure you have read the policy conditions, policy warranties on each section and that you understand that compliance with these are a prerequisite to any claim you may have. Should you require clarity on any of these conditions please do not hesitate to contact us.

There are General Exceptions, Exclusions, Conditions of Cover and Claim Procedures which are applicable to all sections of the policy that must be adhered to for your covers. All policy wordings are available for your perusal on our web page on [www.fiinsure.co.za](http://www.fiinsure.co.za).

**Please Note:** This contract is based on information provided by you and your broker and is underwritten by us on the information and facts provided. It is important to note that under South African law it is your duty to disclose all Material Facts prior to inception of the Policy, and to keep us informed of any changes to such facts or any new facts throughout the period of insurance of the Policy. A Material Fact is a fact which may influence an Insurer's judgement in their assessment of a risk. If you are in any doubt as to whether a fact is material, we recommend that it be disclosed. Failure to not disclose Material Facts may entitle Insurers to void the Policy from inception.

Subject to the premium being paid and compliance with the terms and conditions of this policy, we will provide cover as set out in the policy schedule and wording, up to the sums insured or limits of indemnity as stated in the schedule of insurance. Thank you for choosing us as your insurer. Should you have any queries we will gladly provide any assistance you may need.



---

## TABLE OF CONTENTS

<b><u>INDEX</u></b>	<b>From Page No.'s</b>
<b>Notes, Definitions and Requirements</b>	<b>4</b>
<b>General Conditions</b>	<b>6</b>
<b>Buildings Composite</b>	<b>21</b>
<b>Office Contents</b>	<b>35</b>
<b>Accounts Receivable</b>	<b>41</b>
<b>Money</b>	<b>44</b>
<b>Plate Glass</b>	<b>49</b>
<b>Fidelity Guarantee</b>	<b>51</b>
<b>Goods In Transit</b>	<b>57</b>
<b>Public Liability</b>	<b>61</b>
<b>Employers Liability</b>	<b>69</b>
<b>Optional additional sections available</b>	
<b>Loss of Revenue</b>	<b>72</b>
<b>Business All Risks</b>	<b>76</b>
<b>Stated Benefits</b>	<b>78</b>
<b>Group Personal Accident</b>	<b>82</b>
<b>Motor</b>	<b>87</b>
<b>Electronic Utilities</b>	<b>100</b>
<b>Machinery Breakdown</b>	<b>109</b>
<b>Machinery Breakdown Business Interruption</b>	<b>111</b>



---

Notes, Definitions and Requirements pertaining, where applicable,  
to the various sections of the

**F & I SECTIONAL TITLE COMPOSITE POLICY**

<b>INSURER:</b>	<b>Infiniti Insurance Limited (Administered by Factory &amp; Industrial Risk Managers (Pty) Limited)</b>
<b>INSURED:</b>	<b>The policy holder identified in policy schedule including owners of a Sectional Title Scheme's Units</b>
<b>POLICY SCHEDULE:</b>	<b>Evidence and particulars of the contract entered into between the Insurer and Insured</b>
<b>(The Policy Schedule incorporates the Participation Quota in an agreed format)</b>	
<b>BODY CORPORATE:</b>	<b>The legal entity as defined the Sectional Titles Schemes Management Act (8 of 2011) as may be amended from time to time and named in the Policy Schedule</b>
<b>SECTIONAL PLAN:</b>	<b>The plan depicting the division of land and building(s) into Sections and Common Property</b>
<b>SECTION:</b>	<b>The portion of the Sectional Plan in which the Insured has a financial interest and entitlement</b>
<b>SECTIONAL TITLE SCHEME:</b>	<b>The land and buildings in which the Insured own portions of the buildings (Units) and co-owns the Common Property</b>
<b>UNIT:</b>	<b>The Section owned by the Insured and the undivided share of the Common Property</b>
<b>COMMON PROPERTY:</b>	<b>Areas not included in the Sections of property co-owned by the Insured's participating Unit owners.</b>



---

**PARTICIPATION QUOTA (PQ):** The percentage of the Unit floor area, relative to the total area of the Sectional Plan, owned by participating Unit owners

(The Insured is required to provide the Insurer with a schedule of insurance replacement values under the following headings for each of Unit owners:

Door No/ PQ%/ Floor area/ Section Sum insured/ Garage Sum insured/ Common Property allocation / Improvements value/ Unit Total)

**TRUSTEES:** The persons elected by the Body Corporate representing the owners of the Sectional Title Scheme.

**POLICY SECTIONS:** Refers to various insurances arranged by the Insured and includes sections (as detailed below) where insurance is granted free of premium charges.  
(See Notes below)

Notes:

**(a)** Free covers are automatically included for **OFFICE CONTENTS, ACCOUNTS RECEIVABLE, MONEY, PLATE GLASS, FIDELITY GUARANTEE, GOODS IN TRANSIT, PUBLIC LIABILITY, EMPLOYER'S LIABILITY.**

The Sums insured specified in the appropriate Policy

Sections may be increased at the Insured's option and on payment of an additional premium.

**(b)** Other policy Sections, not mentioned in (a) above, may be effected at the Insured's option and on payment of an additional premium.



### GENERAL EXCEPTIONS, CONDITIONS and PROVISIONS

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

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

#### Contra Proferentem

The contra proferentem rule does not apply to the interpretation of this policy.

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

#### General exceptions

##### 1. War, riot and terrorism exclusion

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

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



## F&I SECTIONAL TITLE

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

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

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

### 2. Asbestos exclusion

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

### 3A. Nuclear

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

- (i) ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- (iii) nuclear explosives or any nuclear 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 purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

### 3B. Nuclear causes

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this policy does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.



### Definitions

“Nuclear material” As defined in Nuclear Materials Act 1975.

“Nuclear fission” means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

“Nuclear fusion” means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

“Nuclear radiation” means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

“Nuclear waste” As defined in Nuclear Materials Act 1975.

“Nuclear fuels” means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

“Nuclear explosives” means an explosion involving the release of energy by nuclear fission or fusion or both.

“Nuclear weapon” means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

### 4. Computer losses

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

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

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

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

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

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

Special extension to General exception 4





## F&I SECTIONAL TITLE

- A. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employers' liability, Stated benefits, Group personal accident or Motor section is not excluded by this General exception.

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

1. storm, wind, water, hail or snow excluding damage to property
  - a) arising from its undergoing any process necessarily involving the use or application of water;
  - b) caused by tidal wave originating from earthquake;
  - c) in the underground workings of any mine;
  - d) in the open (other than buildings structures and plant } Unless so described  
designed to exist or operate in the open); } and specifically
  - e) in any structure not completely roofed; } insured as a separate
  - f) being retaining walls; } item
2. aircraft and other aerial devices or articles dropped therefrom;
3. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

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

- B. General exception 4 also does not apply to consequential loss as insured by any Business interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special extension A above.
- C. This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer losses general exception and this Special extension.
- D. This Special extension shall not apply to any Public liability indemnity.

### 5. Cyber exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a cyber incident. For the purposes of this exclusion, any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data shall not be considered as physical loss or damage and shall therefore, if directly occasioned by a cyber incident, not be covered by this policy.



## F&I SECTIONAL TITLE

### Definitions

- a) Cyber incident means
- i) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof
  - ii) malware or similar mechanisms
  - iii) any unintentional or unplanned (wholly or partially) outage of the insured's computer system other than outages caused directly by physical loss or damage or physical damage as a result of lightning, theft or powersurge

affecting access to, processing of, use of or operation of any computer system or any electronic data by any person or group(s) of persons.

- b) Computer system means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or electronic data storage device, networking equipment or back up facility.
- c) Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- d) Malware or similar mechanism means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to any Virus, Trojan, worm(s), Logic Bomb(s), denial of service attack or other similar destructive media.

General exception 5 does not apply to the Fidelity section of this policy.

### 6. Detention, confiscation and forfeiture

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

### 7. Sanction limitation and exclusion

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

### 8. Communicable/contagious/infectious disease and epidemic/pandemic exclusion

This policy excludes any loss, damage, liability, cost or expense directly or indirectly arising out of or contributed to by, or resulting from

- (a) any communicable/contagious/infectious disease whether transmitted directly or indirectly,

or

- (b) any epidemic or pandemic (classified as such by the appropriate national or international body or agency),

in which either of the above leads to



- (i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency and/or any travel advisory or warning being issued by a national or international body or agency,
- or
- ii) any fear or threat thereof, whether actual or perceived.

### Definition

Communicable/contagious/infectious disease means any disease which can be transmitted by any means whatsoever from any organism (whether living or not) to another organism.

If the company alleges that by reason of this exclusion, any loss is not covered by this policy the burden of proving the contrary rests on the insured.

## 9. Damage happening over a period of time

This policy does not cover any loss or damage happening over a period of time or that is not sudden and unforeseen.

## 10. Non-physical damage exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any financial loss unless arising from the physical loss of or physical damage to property caused by an insured peril.

For the sake of clarity this exclusion also applies, but is not limited to, any act of a lawfully established or recognized authority, in relation to closure, restriction, or prevention of access, in connection with the foregoing.

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

### Definition of physical loss or damage

Physical loss or damage means sudden and unforeseen detrimental change in tangible property substance in a manner necessitating repair or replacement. For the avoidance of doubt a pure loss of use, such as the inability to use or restrictions in the use of a building or an object, as well as the simple non-functioning of an object shall not constitute a physical loss or damage.

## 11. Electricity grid failure exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover any loss, damage (whether physical or financial), liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any electricity grid failure.

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



### Definition of electricity grid failure

Electricity grid failure means a total or partial interruption, suspension or blackout of the electricity supply from the national, regional or private electricity grid to the electricity grid of the Republic of South Africa for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total), of the utility supplier to generate, transmit or distribute electricity or any other cause.

### 12. Conformity clause

It is hereby noted and agreed that:

- Wherever the words “Reassured”, and “Underwriters” appear in this Contract, they shall be deemed to read “Reinsured” and “Reinsurers” respectively.
- Wherever the words “Insured” or “Assured” appear in this Contract, they shall be deemed to read “Original Insured”.
- Wherever the words “the Policy” or “this Policy” appear in this Contract, they shall be deemed to read “this Contract”

### 13. Biological or chemical materials exclusion

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### 14. Additional limitations and conditions endorsement (standard)

This endorsement contains provisions in clauses ii, v and vi that may limit or prevent recovery under this policy for debris removal (as provided in clause ii) and/or resulting loss (as provided in clause v).

#### i. Land, water and air exclusion clause

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein. The foregoing exclusion shall not apply to water which is contained in plumbing or firefighting installations in the Assured’s buildings at the time of any damage insured by this Policy.

#### ii. Debris removal clause

Nothing contained in this Clause shall override any seepage and/or pollution and/or contamination exclusion or any radioactive contamination exclusion or any other exclusion applicable to this Policy. The inclusion of this Clause shall in no event increase the Limit of Liability of Underwriters under this Policy or any other endorsement applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to property, for which Underwriters agree to pay hereunder, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter in this Clause referred to as “Damage”), this Policy also insures, subject to the limitations below and method of calculation in Clause VI of this Endorsement and to all the other terms and conditions of the Policy, expense:



## F&I SECTIONAL TITLE

- (a) which is reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage occurred, of debris which results from the Damage; and
- (b) of which the Assured becomes aware and advises the amount to Underwriters hereon within one year of the commencement of the Damage;

provided however, that nothing in this Clause shall insure any expense provided under Clause V of this Endorsement.

2. The maximum amount of expense for removal of debris (subject to the limitations of paragraph 1 above) that can be included in the method of calculation in Clause VI of this Endorsement, shall be the greater of R300,000 three hundred thousand rand only}, or the equivalent in local currency) or 10% (ten per cent) or the sum insured as stated in the schedule of the amount of the Damage from which expense results.

### iii. Seepage and/or pollution and/or contamination exclusion clause

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

1. any loss, damage, cost or expense; or
2. any increase in insured loss, damage, cost or expense; or
3. any loss, damage, cost, expense, fine, penalty or other sum which is incurred, sustained or imposed by, or by the threat of, any judgement, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation);  
which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination, or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

1. seepage of or pollution and/or contamination by anything, including but not limited to that which is designated by any governmental, public or regulatory body or authority as toxic, hazardous, dangerous or deleterious to persons, property or the environment under any law, ordinance, regulation or decree;
2. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

### iv. Listed perils resulting from seepage and/or pollution and/or contamination clause

This Policy is amended as set forth below. All other terms and conditions of this Policy remain unchanged and continue to apply with full force and effect. Nothing contained in this Clause shall override any radioactive contamination exclusion applicable to this Policy. If any of the perils listed below results from seepage and/or pollution and/or contamination, then such resultant perils shall not be excluded solely by the foregoing Seepage and/or Pollution and/or Contamination Exclusion Clause.



## F&I SECTIONAL TITLE

### Listed Perils

Fire,  
Explosion.

Nothing in this Clause, however, shall extend this Policy to insure:

1. loss, damage, cost, expense, fine or penalty, or other sum arising from any kind of seepage or any kind of pollution and/or contamination that causes or results from a listed peril; or
2. loss or damage at any premises other than the premises where the listed peril took place; or
3. property and/or interests other than those insured by this Policy against the listed perils.

v. Limited seepage and/or pollution and/or contamination resulting from physical damage caused by listed perils clause

This clause is void and of no force or effect unless an amount is specified in paragraph 2) below.

This Policy is amended as set forth below. All other terms and conditions of this Policy remain unchanged and continue to apply with full force and effect. Nothing contained in this Clause shall override any radioactive contamination exclusion or, except as set forth herein, the foregoing Seepage and/or Pollution and/or Contamination Exclusion Clause. The inclusion of this Clause shall in no event increase the Limit of Liability of Underwriters under this Policy or any other endorsement applicable to this Policy.

1. If,

- (a) any of the perils listed below is the sole, immediate and direct cause of physical damage to property insured by this Policy against such listed peril (hereinafter in this Clause referred to as "Original Damage"); and
- (b) the Original Damage is the sole, immediate and direct cause of seepage onto, and/or pollution and/or contamination of property which is:
  - (i) at the same premises as the Original Damage; and
  - (ii) insured by this Policy against the listed peril causing the Original Damage; and
- (c) said property is damaged thereby (hereinafter in this Clause referred to as "Resulting Damage");

then this Policy, subject to the following additional terms and limitations and the method of calculation in Clause VI of this Endorsement, also insures:

- (a) the Resulting Damage; and
- (b) the reasonable and necessary expense incurred by the Assured for debris removal and/or clean up which is:
  - (i) limited to the same premises as the Original Damage; and
  - (ii) made necessary solely by the Resulting Damage;  
but which shall in no event include any expense of clean up or removal of land, water or air, (which Resulting Damage and expense of debris removal and/or clean up, hereinafter in this Clause are referred to as "Resulting Loss");

provided, however, that this Policy only insures the Resulting Loss where:

- (c) Underwriters have agreed to pay for the Original Damage or, but for the operation of a deductible or underlying amount, would have agreed to pay for the Original Damage; and
- (d) within one year of the commencement of the listed peril which caused the Original Damage, the Assured became aware and advised Underwriters of the amount of:
  - (i) the Resulting Loss; and



## F&I SECTIONAL TITLE

- (ii) any other interest to be claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise.

### Listed Perils

Fire,

Explosion.

Nothing in this Clause, however, shall extend this Policy to cover any condition that existed prior to the Original Damage nor to insure any loss, damage, cost, expense, fine, penalty, or other sum which is incurred, sustained or imposed by, or by the threat of, any judgement, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation) in connection with any kind of seepage or any kind of pollution and/or contamination from any cause.

2. The maximum amount for any Resulting Loss and any other interest claimed under this Policy as a result of the Resulting Damage, whether physical damage, business interruption, extra expense or otherwise, that can be included in the method of calculation in Clause VI of this Endorsement is {Response} (or the equivalent in local currency).

vi. Method of calculation

In calculating the amount, if any, payable under this Policy for a claim including expense of debris removal (as provided for and limited in Clause II of this Endorsement) and/or Resulting Loss (as provided for and limited in Clause V of this Endorsement), the amount of such expense of debris removal and/or such Resulting Loss shall be added to:

- (a) the amount of the Damage (as defined in Clause II) or the amount of the Original Damage (as defined in Clause V); and  
(b) all other amounts, if any, insured under this Policy as a result of the same occurrence that Underwriters hereon agree to pay or, but for the application of a deductible or underlying amount, they would agree to pay;

then the resulting sum shall be the amount of which first all deductibles and then any underlying amounts to which this Policy is subject shall be applied and then balance, if any, shall be the amount payable, subject to all other provisions of this Policy and to the applicable limit(s), sub- limit(s) and aggregate limit(s).

### 15. Excluding all forms of CAR/EAR and SASRIA risks

### 16. Average clause

This Policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.



### 17. Application of sublimit endorsement

17.1 Application to Insured Interests. Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy

limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

17.2 Application Within Perils. If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

This endorsement takes precedence over and, if in conflict with any other wording in the contract bearing the application of sublimits, replaces that wording.

### 18. Fraudulent claim clause

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claims hereunder shall be forfeited.

### General conditions

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

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

#### 2. Other insurance

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

#### 3. Insured Property More Specifically Insured

Property more specifically insured is specifically excluded from this policy.

#### 4A. Cancellation

This policy or any section may be cancelled at any time by the company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the company, the insured shall be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to general condition 4.





## F&I SECTIONAL TITLE

### 4B. Continuation of cover (where premium is payable by bank debit order or by transmission account)

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

Due date will be the first day of every calendar month where premium is payable monthly, the first day of

- (a) each third
- (b) each sixth or
- (c) each twelfth calendar month following inception where premium is payable quarterly, half yearly or annually.

### 5. Adjustment of premium

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

### 6. Prevention of loss

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

### 7. Claims

- (a) On the happening of any event which may result in a claim under this policy the insured shall, at their own expense
  - (i) give notice thereof to the company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured
  - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by the company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
  - (iii) as soon as practicable after the event submit to the company full details in writing of any claim
  - (iv) give the company such proofs, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, connection with the event giving rise to the claim.
- (b) No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as the company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the insured's legal liability to a third party.
- (c) No claim shall be payable unless the insured claims payment by serving legal process on the company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- (d) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.



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

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

### 9. Fraud

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

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

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

### 11. Breach of conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

### 12. No rights to other persons

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



### 13. Collective insurances

If this insurance is a collective insurance then the following amendment is made to general condition 6(a) (iv) above.

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

and General condition 7 is substituted by the following

"7. Company's rights after an event

- (a) On the happening of any event in respect of which a claim is or may be made under this policy the 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 licence of the insured to the lead insurer on behalf of all insurers to do so. The insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not
  - (ii) take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the leading insurer.
- (b) The insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which the insurers shall be or would become subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurers shall thereafter not be under further liability in respect of such event."

### General provisions

#### A. Claims preparation costs

The insurance by each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the company in terms of general condition 6 or to substantiate the amount of any claim.

Provided that:

- a) Any costs arising from the use of the insured's own staff are excluded.
- b) Costs for fees incurred for the services of a Public Adjuster are excluded.
- c) The liability of the company under this extension in respect of any one claim shall not exceed in respect of a particular section R1,000 or 10 percent of the sum insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.



## F&I SECTIONAL TITLE

### **B. Payments on account**

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

### **C. First amount payable**

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

### **D. Members**

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

### **E. Liability under more than one section**

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

### **F. Meaning of words**

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

### **G. Premium payment**

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

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

### **H. Holding covered**

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

### **I. Schedule sums insured blank**

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

- (i) left blank or has no monetary amount stipulated against it
- (ii) reflected as nil or not applicable or not covered or no indemnity extended this means the defined event or circumstance shown in the schedule is not insured by the policy.

### **J. Security firms**

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

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



### BUILDINGS COMPOSITE

#### Defined events

#### Your Policy provides cover for

Loss of or damage by the perils described

- a) In Sub-section A of this policy to the property described in the policy schedule 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) including landlords' fixtures and fittings therein and thereon, plant, equipment, structures and other improvements of a permanent nature, walls, gates, posts and fences, brick, tarred, concrete or paved roads, driveways, parking areas and paths, fire extinguishing equipment, railway sidings, all the property of the insured, and if so stated in the schedule, tenants' fixtures and fittings

NB. Insured property does not include:

- ) Dam walls
- ) Retaining walls
- ) Hedges, gardens or vegetation of any description
- ) Above ground portable swimming or play pools
- ) New buildings under construction
- ) Buildings vacant for a period of 30 days or more during any period of insurance unless there is an agreement in writing between the insured and insurer.

- b) In Sub-section B of this policy to public supply connections situated as stated in the schedule

1. Loss of rent as provided in Section-section C of this policy
2. Legal liability as provided for in Sub-section D of this policy

### SUB - SECTION A – PROPERTY

#### What is covered under items 1 and 2 below in your policy?

#### Insured Perils

1. Fire, lightning, thunderbolt, subterranean fire, explosion, meteorite
2. Storm, wind, water, hail or snow



### What is not covered under items 1 and 2 above in your policy

- a) that arising from its undergoing any process necessarily involving the use or application of water
- b) wear and tear or gradual deterioration
- c) loss or damage
  - i) to retaining walls
  - ii) caused or aggravated by
    - subsidence or landslip
    - the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage

### Your policy also provides cover for

3. Earthquake
4. Aircraft and other aerial devices or articles dropped therefrom
5. Impact by animals, trees, aerals, satellite dishes or vehicles
6. Theft or any attempt thereat accompanied by forcible and violent entry into or exit from such building is covered in your policy.

**NB: PLEASE NOTE :** Your policy does not provide cover where there is no proven forcible and violent entry or exit into the building and there is no cover for Theft of External fixtures & fittings to the building.

7. If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, this item is suspended as regards the property affected, unless the insured, before the occurrence of damage, obtains the written agreement of the company to continue this extension. During the period of the initial unoccupancy of 30 consecutive days the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable
8. Accidental damage to sanitary-ware, but the amount payable will be reduced by R250 for each and every such damage
9. 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
10. Accidental breakage or collapse of radio or television aerals, satellite dishes, aerial fittings or masts
11. Costs and expenses necessarily incurred by the insured in complying with any legal requirements to upgrade or replace undamaged portions of any automatic sprinkler system or automatic drencher, gas or foam installation following damage by an insured peril provided that the total amount recoverable shall not exceed the sum insured
12. Accidental physical loss of or damage to the property insured by any cause not excluded by Exceptions 1 to 10 appearing below, or otherwise more specifically insured or excluded by any section of this policy provided that the company's liability shall not exceed the amount as stated in the schedule in respect of any one event. The insured shall bear the first R2 500 of each and every loss



## F&I SECTIONAL TITLE

### Exceptions applicable to 11 above

1. Any event excluded or circumstances precluded from any other insurance available at inception hereof, or for any excess payable by the insured under such insurance, or for any reduction of amount payable under any claim due to the application of average;
2. More than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. Detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process;
4. Unexplained disappearance or shortage only revealed during or after an inventory, or errors or omissions in receipts, payments or accounting or misfiling or misplacing of information;
5. Loss of or damage to property insured caused by:
  - a. any fraudulent scheme, trick, device or false pretence practised on the insured (or any person having custody of the property insured) or fraud or dishonesty of any principal or agent of the insured;
  - b. overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;
  - c. breakdown, electrical and/or mechanical derangement;
  - d. altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing any other work thereon;
  - e. fault or defect in its design, formula, specification, drawing plan materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;
  - f. denting, chipping, scratching or cracking not affecting the operation of the item;
  - g. termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light
6. Settlement or bedding down, ground heave, collapse or cracking of structures or the removal or weakening of support to any property insured;
7. Leakage of liquid or gas from the receptacle in which it is contained;
8. Failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas electricity, fuel or refrigerant;
9. Collapse of plant and machinery
10. Damage to irrigation equipment

### Specific condition

#### Average

(Not applicable to 7 above)

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



## F&I SECTIONAL TITLE

### Extensions

#### **Subsidence and landslip extension (if stated in the schedule to be included)**

Damage caused by sudden and unforeseen, subsidence or landslip, provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1 percent of the sum insured as stated in the schedule.

This extension does not cover

- 1.1 damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences.
- 1.2 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
- 1.3 consequential loss of any kind whatsoever except loss of rent.
- 1.4 normal settlement, shrinkage or expansion of the building,
- 1.5 active soils, except where professional engineering design precautions have been implemented during construction,
- 1.6 the densification of made up ground or infill or by inadequate compaction of filling,
- 1.7 damage from a cause which existed prior to the commencement of the policy,
- 1.8 solid floor slabs or any other part of the building resulting from the movement of such slabs, unless The foundations supporting the external walls of the building are damaged by the same cause at the same time,
- 1.9 work necessary to prevent further destruction or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.
- 1.10 Sudden and Unforeseen damage caused as a result of the contraction and or expansion of soil as is experienced in clay and other similar types of soil
- 1.11 Sudden and Unforeseen Loss or damage occasioned by happening through, or in consequence of coastal, river, dam or watercourses erosion.

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

#### Definitions

1. Subsidence: the downward movement of a site on which buildings may or may not stand, from causes unconnected with the building (if present).
2. Landslip: the downward and/or sideways movement of sloping ground resulting from the action of self weight stresses and imposed loadings exceeding the available strength of the ground.
3. Settlement: the downward movement of a site due to the application of superimposed loading which is the wholly natural effect of superimposing a load on a site and is unpredictable.





## F&I SECTIONAL TITLE

4. Active Soils: a soil that changes in volume to varying degrees in response to changes in moisture content, i.e. the soil may increase in volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out.

### **Escalator Clause Extension (If stated in the schedule to be included)**

The sum insured in respect of buildings as defined in Section A of this policy will be increased as follows:

- a. during the period of insurance by that proportion of the percentage specified against 'current insurance period' in the schedule which the number of days from the inception date to date of loss bears to the period of insurance.
- b. on the happening of a loss by an Insured Peril as detailed in Section A of this policy, the sum insured as at the time of the loss shall be increased by the percentage specified against 'further reinstatement period'.

In consideration of the foregoing it is agreed that the insured shall pay an additional premium as agreed.

### **Inflation (Further Period) Extension (If stated in the schedule to be included)**

The company will pay the additional costs of reinstatement or replacement incurred between the time of the loss and actual reinstatement or replacement, which are due to escalation in cost. Provided always that

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

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

(iii) this extension is limited to the percentage specified in the schedule based on the replacement value at the time of loss

In consideration of the foregoing it is agreed that the insured shall pay an additional premium as agreed.

### **Geyser Extension (If stated in the schedule to be included)**

In consideration of the payment of an additional premium, the policy extends to insure non-solar powered water geysers, up to amounts specified in the policy schedule, caused by or attributable to damage or functional failure resulting in leakage, overflowing, wear and tear, cracking or splitting.

Provided that:

- a) The insurer's liability for the cost of replacement of geysers shall not exceed the Sum /s insured stated in the schedule and the insured shall be responsible for the payment of an excess of 10%, minimum R1,000 in respect of each (replacement) claim.
- b) Where the insured elects to install a replacement geyser of greater capacity than the one claimed for, the insured shall be responsible for the difference in the replacement costs.

### **Geyser Maintenance Extension**

The policy extends to insure non-solar powered water geysers, caused by or attributable to failure of the unit

Provided that:

Where a geyser is repairable, the insurer's liability shall not exceed an amount of R2,500, less a first amount payable of R250.

If any Geyser is fitted with a Zigora detector product we will waive the above excess payable.



### Geysers Excess Buyback (If stated to be included in the schedule)

If you have paid an additional premium for this Extra Cover there will be no **excess** payable.

An **excess**, as shown on the schedule, will however be applied for any resultant water damage following a **geyser** replacement or repair.

### Specific Exclusions to above

**We** will not pay for:

- a) **damage** directly or indirectly caused by, or attributable to, or arising from:  
faulty or defective design, installation or workmanship; the deliberate failure of, the withholding of, or the lack of supply of water, gas, electricity or fuel;
- b) ripple relays;
- c) consequential loss of any kind whatsoever;
- d) any item forming part of the **geyser** and attachments that is covered by any guarantee or warranty;
- e) the cost to attend to:
  - i. ripple relays
  - ii. faulty circuit breakers;
  - iii. tripped isolator switch;
  - iv. tripped earth leakage;
  - v. tripped **geyser** mains;
  - vi. leaking pipes more than one metre from the **geyser**;
  - vii. solar geysers not heating up or which are too warm, due to weather conditions;
- f) repairs and other costs associated with obtaining an Electrical Compliance Certificate;
- g) **damage to geysers** which are not approved and installed in accordance with the relevant standards of SANS at the relevant time of installation.

Also refer to the General exceptions, conditions and provisions relating to all sections of the policy.

### Specific Exclusions to above

**We** will not pay for:

- a) **damage** directly or indirectly caused by, or attributable to, or arising from: faulty or defective design, installation or workmanship; the deliberate failure of, the withholding of, or the lack of supply of water, gas, electricity or fuel;  
ripple relays;
- b) consequential loss of any kind whatsoever;
- c) any item forming part of the **geyser** and attachments that is covered by any guarantee or warranty;
- d) the cost to attend to:
  - i. ripple relays
  - ii. faulty circuit breakers;
  - iii. tripped isolator switch;
  - iv. tripped earth leakage;
  - v. tripped **geyser** mains;
  - vi. leaking pipes more than one metre from the **geyser**;
  - vii. solar geysers not heating up or which are too warm, due to weather conditions;
- e) repairs and other costs associated with obtaining an Electrical Compliance Certificate;



## F&I SECTIONAL TITLE

- f) **damage to geysers** which are not approved and installed in accordance with the relevant standards of SANS at the relevant time of installation.

Also refer to the General exceptions, conditions and provisions relating to all sections of the policy.

### **Power Surge Extension**

The insurance under this Sub-section of the policy is extended to include damage to the property caused by electricity power surge

Proved that:

- (a) Consequential loss/es, of whatever nature, is/ are excluded
- (b) The insurer's liability shall not exceed R50,000 or the Sum Insured stated in the schedule.
- (c) The insured shall be responsible for the first amount payable of R5,000 in respect of each claim

### **Sprinkler System Up-grade Extension**

The insurance under this Sub-section of the policy is extended to include the up-grading of a Sprinkler installation at the insured building in order to comply with legal requirements.

Provided that at the time of loss or damage to the sprinkler installation:

- (a) Such damage to the system has occurred as a direct result of an insured peril.
- (b) The insured produces evidence of being in possession of a current unqualified Automatic Sprinkler Inspection (ASIB) Certificate.
- (c) The insured is completely compliant with ASIB's Full Certification.

### **Leakage Damage Extension (Fire Extinguishing Appliances)**

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

### **Water Loss through Leakage**

Subject to the conditions and exclusions (below) the company will indemnify the insured for the cost of water lost through leakage from pipes on the insured's property where the insured is responsible for the payment of charges raised by local authority.

Provided that:

- (a) Precedent to the insurer's liability, the insured must, upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account), take immediate steps to repair the affected pipe/s.
- (b) The consumption reading must be higher by 50 percent or more than the average of the previous four quarterly readings.
- (c) The insurer shall not be liable for more than two separate incidents within any period of twelve months.
- (d) Losses due to leaking taps, geysers, toilet systems and swimming pools are excluded.
- (e) Loss of water whilst the insured property is unoccupied for a period in excess of 60 days is excluded.
- (f) The insurer's liability in respect of any one occurrence shall not exceed R10,000
- (g) The insured shall be responsible for the payment of the first R500 of each claim



### **Removal of Fallen Trees Extension**

The policy is extended to cover reasonable costs incurred for the removal and disposal of fallen trees and branches that have caused damage to the insured buildings. Provided that the insurer's liability will not exceed an amount up to R5 000 in any 12 month period of insurance.

### **Maintenance and Cleaning Equipment Extension**

This policy is extended to include cover as defined in perils 1 to 5 of Section A – Property, in respect of equipment owned by the insured for maintaining and cleaning the premises, limited to R30,000.

### **Malicious Damage Extension**

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

1. Movable property which is
  - a. Stolen
  - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured
2. Moveable 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 or through or in consequence of
3. Immovable property owned or occupied by the insured occasioned by or through or in consequence of
  - a. the removal or partial removal or any attempt thereof
  - b. the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereofthe said immovable property or any part thereof with the intention of theft.

Provided that this extension does not cover

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



## F&I SECTIONAL TITLE

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

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

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

### **Swimming Pool, Jacuzzi and Borehole Pumps Extension**

If swimming pool and Jacuzzi machinery or borehole pumps in domestic use are damaged by any cause other than wear and tear or depreciation the company will, at its option, repair or replace the damaged equipment or pay to the insured the value thereof up to an amount of R3,000 for any one claim. The insured will be responsible for the first R300 of every claim.

### **Watchmen Extension**

The company will indemnify the insured for costs reasonably incurred in employing watchmen following an event which may give rise to a claim, provided that the indemnity limit of this extension shall not exceed R2,500 for each and every claim.

## **Clauses**

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

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

### **Capital Additions Clause**

The insurance under this policy 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 percent of the sum insured thereon, it being understood that the insured undertakes to advise the company each quarter of such alterations, additions and improvements, and to pay the appropriate additional premium thereon.

### **Cost of demolition and clearing and erection of hoarding clause**

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



## F&I SECTIONAL TITLE

The Company will not pay for any costs or expenses

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

### **Fire Extinguishing Charges Clause**

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

### **Mortgagee Clause**

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

### **Municipal Plans Scrutiny Fee Clause**

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

### **Public Authorities' Requirements Clause**

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



## F&I SECTIONAL TITLE

3. If the liability of the company under any item of this policy apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section the then liability of the company under this clause in respect of any such item shall be reduced in like proportion
4. The total amount recoverable under any items of this policy shall not exceed the sum insured thereby.

### **Railway and Other Subrogation Clause**

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

### **Reinstatement Value Conditions Clause**

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

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made.
2. Until expenditure has been incurred by the insured in replacing or reinstating the property, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein
3. If, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement of 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 peril, then the insured shall be considered as being their own insurer for the excess 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.
4. These conditions shall be without force or effect if
  - (a) The insured fails to intimate to the company within six months of the date of damage, or such further time as the company may in writing allow, their intention to replace or reinstate the property
  - (b) The insured is unable or unwilling to replace or reinstate the property on the same or another site

### **Temporary Removal Clause**

Except insofar as otherwise insured, landlords' 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.

### **Tenants Clause**

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



### **Prevention of Access extension**

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

### **SUB - SECTION B – PUBLIC SUPPLY CONNECTIONS**

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

### **SUB - SECTION C – RENT**

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

### **SUB - SECTION D – LIABILITY**

Damages for which the insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed injury) or accidental loss of or physical damage to tangible property (thereinafter termed damage) occurring during the period of insurance in, or about the property insured and arising from the insured's ownership thereof

#### **The limit of Indemnity**

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

#### **Specific exceptions** (Applicable to Section D)

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

1. Injury or damage sustained by
  - (a) Any member of the same household as the insured;
  - (b) Any person employed by the insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the insured;
  - (c) Any other person resulting from the ownership of or use by or on behalf of the insured of mechanically propelled vehicles (except pedal cycles and lawnmowers).





## F&I SECTIONAL TITLE

2. Damage to property
  - (a) (i) belonging to the insured
  - (ii) in the custody or control of the insured or any employees of the insured
  - (b) Caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure
3. Liability assumed by agreement, unless liability would have attached to the insured notwithstanding such agreement.
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 exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.  
(b) The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.  
This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.
5. Fines, penalties, punitive, exemplary or vindictive damages.
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 the insured which are not incurred in and recoverable in the area described in 6(a) above.

### **Extensions** (Applicable to Section D)

#### **Car Parks extension**

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

#### **Emergency Medical Expenses extension**

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

#### **Employees and Visitors' property extension**

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

#### **Security Firms extension**

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

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



## F&I SECTIONAL TITLE

---

### Memoranda

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

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



### OFFICE CONTENTS

#### Defined events

1. Loss of or damage to the contents (other than documents as defined in sub-section C if insured thereunder and electronic data processing equipment) including landlord's fixtures and fittings the property of the insured or for which they are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of the insured up to an amount of R2,500 per person while contained in the offices and/or consulting rooms situate as stated in the schedule (hereinafter called the office premises) by any of the perils specified in sub-section A.
2. Loss of or damage to the whole or part of the property insured under item C and defined in sub-section C and the consequences thereof insured under item D and as described in sub-section D.
3. Loss and/or expenditure described in sub-sections B and E.

#### Sub-section A Contents

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

#### Limitations clause

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

#### Specific condition

##### 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, the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Each item of the schedule covering such property shall be separately subject to this condition.

#### Sub-section B Rent

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

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



### Sub-section C Documents

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

#### Definition

The term documents shall mean

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

#### Limitations clause

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

#### Specific exception (applicable to sub-section A)

This sub-section does not cover

- (a) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi
- (b) stock in trade, samples, motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones
- (c) the first 10 percent of the indemnifiable amount or R1,000 whichever is the greater if the loss or damage is due to power surges or lightning strikes.

#### Specific exception (applicable to sub-section C)

This sub-section does not cover

- (a) loss or damage caused by
  - (i) electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10 percent of such amount or R1,000
  - (ii) vermin or inherent defect or by processing, copying or other work upon the documents
    - (i) the dishonesty of any principal, partner or director of the insured whether acting alone or in collusion with the others. This exception shall not apply to any director who is also an employee of the insured and whom the insured have the right at all times to govern, control and direct in the performance of his work in the service of the insured and in the course of the business
- (b) gradual deterioration or wear and tear
- (c) costs involved in re-shooting films and videos and re-recording audio tapes.

### Sub-section D Legal Liability Documents

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



## F&I SECTIONAL TITLE

---

### **Specific exception (applicable to sub-section D)**

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

### **Sub-section E Increase in cost of working**

Any additional expenditure not otherwise provided for in this section reasonably incurred by the insured for the purposes of maintaining the normal operation of the business in consequence of loss or damage in respect of which payment, reinstatement or repair has been made or liability therefor admitted by the company under sub-sections A or C. The indemnity under this sub-section shall not exceed 25 percent of the sum insured on all contents of the office premises affected.

### **Clauses and extensions**

#### **Alterations and misdescription clause**

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

#### **Capital additions clause**

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

#### **Fire extinguishing charges clause**

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

#### **Locks and keys clause**

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

- (i) the company's liability shall not exceed R1,000 in respect of any one event
- (ii) the company shall not be liable for the first R100 of each and every event.

#### **New and additional premises clause**

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

- (i) the insured shall, within a reasonable time of taking occupation, advise the company thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the then current period of insurance
- (ii) this clause shall not apply to any loss if and so far as the same is otherwise insured.



## F&I SECTIONAL TITLE

### **Removal of debris clause**

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

The company will not pay for any costs or expenses

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.

### **Temporary removal clause**

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

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

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

### **Tenants clause**

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

### **Replacement value condition**

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

or

the repair of the contents to a condition substantially the same as but not better than its condition when new provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the time of the loss or damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.



## F&I SECTIONAL TITLE

### Malicious damage extension

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

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

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

provided that this extension does not cover

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

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

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

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

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

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

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



## F&I SECTIONAL TITLE

provided that this extension does not cover:

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

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

### **Theft by forcible entry extension**

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

- 7. Theft accompanied by forcible and violent entry into or exit from the offices and/or consulting rooms or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence

provided that

- (i) the company will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of the insured
- (ii) the amount payable will be reduced by the first amount payable shown in the schedule for this extension
- (iii) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.





### ACCOUNTS RECEIVABLE

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

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

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

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

#### Specific exceptions

The company will not pay for

- (a) loss resulting from loss or damage to the books of account or other business books or records caused by
  - (i) wear and tear or gradual deterioration or moths or vermin
  - (ii) detention, seizure or confiscation by any lawfully constituted authority
  - (iii) electrical or electronic or magnetic injury, disturbances or erasure unless the insured maintains the duplicate records referred to in the Duplicate records clause of this section, in which case the insured will be responsible for the first R500 of each and every loss.,
- (b) loss caused by fraud or dishonesty of any principal, director, partner or employee of the insured.

#### Specification

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

- (a) the difference between
  - (i) the outstanding debit balances
  - and
  - (ii) the total of the amounts received or traded in respect thereof
- (a) plus
- (a) the additional expenditure incurred in trading and establishing customers' debit balances after the

#### Damage

provided that, if the sum insured under this item is less than the outstanding debit balances, the amount payable shall be proportionately reduced.



## F&I SECTIONAL TITLE

---

### Definitions

#### Outstanding debit balances

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

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the Damage  
and
- (c) any abnormal conditions of trade which had or could have had a material effect on the business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

### Clauses and memoranda

#### Declarations

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

#### Adjustment

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

On the expiry of each period of insurance, the actual premium shall be calculated at the rate percent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium is greater than the provisional premium, the insured shall pay the difference. If it is less, the difference shall be repaid to the insured, but such repayment shall not exceed 33,3 percent of the provisional premium paid.

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

#### Accountants clause

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

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

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

#### Protections (if stated in the schedule to be included)

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



## F&I SECTIONAL TITLE

---

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

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



### MONEY

#### Defined events

Loss of or damage to money (as defined) occurring in the Republic of South Africa and any other area as stated under the territorial limits of the policy schedule.

Provided that the liability of the company for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limitations stated in the schedule.

#### Definitions

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

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

Clothing shall mean clothing and personal effects not otherwise insured belonging to the insured, the insured's spouse or to any manager or manager's spouse in the full time employment of the business.

#### Extensions

##### 1. Cash and Credit Cards

The company will indemnify the insured for a financial loss arising from the fraudulent use of the insured's cash cards or credit cards by any person who is not a member of the insured's family or household or an employee of the insured.

Provided that:

- a) The insured has reported the loss of any such card as soon as possible to the issuing bank and has complied with the bank's conditions.
- b) The company's liability in respect of any loss shall not exceed R10,000

##### 2. Receptacles and clothing

In addition to any payment in respect of a defined event, the company will indemnify the insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money. Provided that the company's liability under this extension in respect of receptacles or clothing shall not exceed R5,000

##### 3. Locks and keys

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

Provided that;



## F&I SECTIONAL TITLE

- (i) the company's liability shall not exceed R5,000 in respect of any one event
- (ii) the company shall not be liable for the first R500 of each and every event.

#### 4. Skeleton keys

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

#### 5. Personal accident (assault) extension – (included as stated in the schedule)

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

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

1. Death	the capital sum
2. Permanent disability as follows	the percentage of the capital sum specified
	Percentage of capital sum
(a) loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b) permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
(c) permanent and total loss of hearing	
both ears	100
one ear	25
(d) permanent and total loss of speech	100
(e) injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
(f) loss of four fingers	70
(g) loss of thumb	
both phalanges	25
one phalanx	10
(h) loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
(i) loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2



## F&I SECTIONAL TITLE

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

### Memoranda (applicable to permanent disablement benefits)

- (a) Where the injury is not specified the company will pay such sum as in its opinion is consistent with the above provisions
- (b) Permanent total loss of use of part of the body shall be considered as loss of such part
- (c) 100 per cent 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) the company shall not be liable to pay in respect of any one such person more than the capital sum plus the sums specified under items 3 and 4;
  - (ii) the sum specified under item 3 shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 weeks and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that permanent disability may remain;
  - (iii) compensation payable under item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4;
  - (iv) this extension shall not apply to any such person under 15 or over 70 years of age;



## F&I SECTIONAL TITLE

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

(vi) General exception 2 and General conditions 2 and 9 do not apply to this extension;

(vii) in respect of this extension only general exception 1 is deleted and replaced by the following:

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

### Extensions to the personal accident (assault) extension

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

### Specific exceptions

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

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

Specific exceptions (3), (4), (5) and (6) do not apply up to an amount of R1,500 and such losses shall not be reduced by any first amount payable



## F&I SECTIONAL TITLE

---

### Memoranda

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





### PLATE GLASS

#### Defined events

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

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

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

provided that the liability of the company shall not exceed

- (i) for the replacement of glass, sign writing and treatment - the sum insured as stated in the schedule applicable to the premises at which loss or damage occurs;
- (ii) for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause - in the aggregate the sum of R2,000.

#### Specific condition

##### Average

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

#### Definition of glass

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate/float glass not exceeding 6 mm in thickness, whether coated with a film or not, or 6,5 mm laminated safety glass.

#### Specific exceptions

The company shall not be liable for

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



### Extensions

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

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

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

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

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

provided that this extension does not cover:

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

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

This extension shall only apply to loss or damage for which the insured is responsible as tenant and not as owner.



### FIDELITY GUARANTEE

#### Defined events

1. Loss of money and/or other property belonging to the insured or for which Trustees are responsible stolen by a Trustee or employee during the currency of this section
2. Direct financial loss sustained by the insured as a result of fraud or dishonesty of a Trustee or employee all of which occurs during the currency of this section which results in dishonest personal financial gain for the Trustee or employee concerned provided that:
  - i)
    - (a) The company is not liable for all losses which occurred more than 24 months prior to discovery
    - (b) All losses are discovered not later than twelve months after the termination of;
      - (i) this section, or
      - (ii) this section in respect of any insured Trustee or employee concerned in a loss, or
      - (iii) the employment of the insured employee or the last of the insured employees concerned in a loss whichever occurs first;
  - ii)
    - (a) **BLANKET BASIS** the liability of the company for all losses shall not exceed the sum insured stated in the schedule whether involving any one employee or any number of employees acting in collusion or independently of each other;
    - (b) **NAMED OR POSITION BASIS** the liability of the company for all losses involving any employee shall not exceed the sum insured stated opposite his name in the schedule or, if he is unnamed, the sum insured stated opposite the position held by him in the business as stated in the schedule;
  - 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 the liability of the company beyond the sum insured stated in the schedule. If the period of insurance is less than 12 months the company's liability is limited to the sum stated in the schedule during any twelve month period of insurance calculated from inception or renewal;
  - iv) the term "dishonest personal financial gain" shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.

#### Definition

##### Employee shall mean

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

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



## F&I SECTIONAL TITLE

### Specific exceptions

1. The company shall not be liable for
  - (a) loss resulting from or contributed to by any defined event by
    - (i) any partner in or of the insured to the extent that such partner would benefit by indemnity granted under this policy;
    - (ii) any principal, director or member of the insured unless such director or member is also a Trustee or employee;
    - (iii) any 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.
2. This section does not cover any company or other legal entity acquired during the period of insurance.
3. The company shall not be liable for any defined event if it results from the dishonest
  - (i) manipulation of
  - (ii) input into
  - (iii) suppression of input into
  - (iv) destruction of
  - (v) alteration ofany computer programme, system, data or software by any insured employee who is employed in the insured's electronic data processing department or area.

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

This specific exception only applies to Partnerships, Proprietary Companies or Close Corporations.

### Specific conditions

1. The insured shall institute and/or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting his business as has been represented to the company but the insured may:
  - (a) change the remuneration and conditions of service of any employee;
  - (b) in respect of any employee who is described in the schedule by name, change his duties and position;
  - (c) in respect of any 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 Trustees or employee;
  - (d) make such other changes as are approved beforehand in writing by the insureds' auditors.



## F&I SECTIONAL TITLE

2. If the insured shall sustain any loss to which this section applies which exceeds the amount payable hereunder in respect of such loss, the insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the company or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the company and the insured to the extent of his coinsurance in terms of item (b) the compulsory first amount payable clause.

### **Clauses and extensions**

#### **Accountants clause**

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

#### **Extended cover for past employees extension**

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

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

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

#### **Supersedes insurances extension (if stated in the schedule to be included)**

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

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



## F&I SECTIONAL TITLE

### Other insurances

It is a condition of this section that other than

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

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

### Compulsory first amount payable

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

- (a) 2 percent of the aggregate of the sum insured under this section and the declared insurance or R60 000 whichever is the lesser 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 the insured and remain uninsured.

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

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

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

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

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

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

Amount of claim payment

Annual premium in force at time of discovery of loss X Sum insured at time of discovery of loss

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



## F&I SECTIONAL TITLE

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

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

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

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

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

In consideration of the accounting firm named in the schedule having conducted a satisfactory audit of the insured's systems of

- control
- fraud dishonesty and theft detection

and subject to the insured implementing and maintaining all the recommendations contained in such audit:

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

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

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

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



## F&I SECTIONAL TITLE

---

### Memoranda

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





### GOODS IN TRANSIT

#### Defined events

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

provided that:

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

#### Memoranda

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

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

The insurance under this section includes costs necessarily incurred by the insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a limit of R1 000 or the limit stated in the schedule, whichever is the greater, in respect of any one defined event.

#### Restricted cover

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

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



### Specific exceptions

The company shall not be liable for

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

### Specific Extensions

#### 1. Fire extinguishing charges extension

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



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

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

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

provided that this extension does not cover:

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

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



### PUBLIC LIABILITY

#### Defined events

Damages which the insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (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 (as described in the policy) within the territorial limits and on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against the insured in writing during the period of insurance.

#### The limits of indemnity

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

#### Territorial limits

Anywhere in the world but not in connection with

- (i) any business carried on by the insured at or from premises outside  
or
- (ii) any contract for the performance of work outside  
the territory of Africa, south of the Equator

#### Specific exceptions

The company will not indemnify the insured in respect of

1. liability consequent upon injury to any person employed by the insured under a contract of service or apprenticeship and arising from and in the course of such employment by the insured
2. damage to
  - (a)
    - (i) property belonging to the insured
    - (ii) property in the custody or control of the insured or any employee of the insured
  - (b) that part of any property on which the insured are or have been working if such damage results directly from such work
3. 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 the direction of the insured
  - (b) caused by or through or in connection with the ownership, possession or use by or on behalf of the insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft, locomotive or rolling stock, provided that this exception shall not relieve the company of liability to indemnify the insured in respect of liability consequent upon injury or damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy



## F&I SECTIONAL TITLE

- (c) 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
  - (d) caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by the insured other than food and drink supplied for consumption on the premises
  - (e) occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work
4. damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure
5. liability assumed by agreement (other than under the insured's own standard conditions of contract) unless liability would have attached to the insured notwithstanding such agreement
6. (a) liability in respect of injury damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence
- (b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.
- This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception
7. fines, penalties, punitive, exemplary or vindictive damages
8. (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 the insured which are not incurred in and recoverable in the area described in 8(a) above
9. any claim arising from an event known to the insured
- (a) which is not reported to the company in terms of General condition 6
- (b) prior to inception of this section
10. any claim (in the event of cancellation or non renewal of this section) not first made in writing against the insured within the 48 month period (or extended period in respect of minors) as specified in Specific condition 2
11. the first amount payable.
- The insured shall be responsible for the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by the insured.
12. Any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it shall be named.



## F&I SECTIONAL TITLE

### Memorandum

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

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

### Specific conditions

1. Any claim first made in writing against the insured as a result of a defined event reported in terms of General condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company
2. In the event of cancellation or non renewal of the policy
  - (a) any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non renewal shall be treated as having been made against the insured on the same day that the insured reported the event. if the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant
  - (b) the insured may report an event in terms of General condition 6 to the company for up to 15 days after cancellation or non renewal, provided
    - (i) such event occurred during the period of insurance
    - (ii) any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non renewal and is subject to the 48 month period specified in 2(a) above.
1. Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured
  - (a) on the date that the event was reported by the insured in terms of General condition 6
  - or
  - (b) if the insured was not aware of any event which could have given rise to a claim, on the date that he first claim of the series was first made in writing against the insured.
4. The insured's liability for fires occurring on or about the insured's property and spreading to neighbouring property where there are forests or plantations and/or growing crops is subject to:
  - (a) the insured complying with the provisions of The National Veld & Forest Fire Act and all other relevant legislation or regulations, relating thereto.
  - (b) the insurer's limit of indemnity for this extension not exceeding the amount of R1,000,000 or the amount reflected in the insured's policy schedule (whichever is the greater amount).



### Extensions

#### Extended reporting option

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

provided that

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

#### Additional insured

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

- (a) in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured
- (b) any partner or director or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance
- (c) to the extent required by the conditions of any contract (and notwithstanding Specific exception 5), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the insured for the purpose of the business
- (d) in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the insured for the benefit of their employees.
  - (i) any officer or member thereof
  - (ii) any visiting sports team or member thereof

provided that

- (1) the aggregate liability of the company is not increased beyond the limits of indemnity stated in the schedule
- (2) any person or organisation to which this extension applies is not entitled to indemnity under any other policy
- (3) the indemnity under (a), (b) and (c) applies only in respect of liability for which the insured would have been entitled to indemnity if the claim had been made against the insured.



## F&I SECTIONAL TITLE

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

### **Security Firms**

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

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

### **Cross liabilities**

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

### **Tool of trade**

Specific exception 3(b) shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that the company shall not be liable hereunder in respect of so much of any liability as falls within the scope of any form of motor insurance or compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall the company be liable where any other form of motor insurance has been effected by the insured covering the same liability.

### **Employees' property**

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

### **Liability by agreement**

Notwithstanding the provisions of Specific exceptions 2(a)(ii), 3(b) and 5, this section extends to indemnify the insured

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





## F&I SECTIONAL TITLE

### **Unattached trailers**

Specific exception 3(b) shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle, provided that the company shall not be liable hereunder in respect of so much of any liability

- (i) which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by the insured
- (ii) as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

### **Damage to public services**

The indemnity provided herein extends to indemnify the insured against all sums for which the insured shall become legally liable for reinstating or repairing accidental damage to underground water supply pipes, underground gas pipes, electricity cables and telephone connections between the insured's premises and the public supply or mains

### **Emergency medical expenses**

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

### **Vehicles and their contents**

Notwithstanding the provisions of Specific exception 2(a)(ii), the company will indemnify the insured against all sums which the insured may become legally liable to pay in respect of claims made by any visitor or guest at the insured's premises for loss or damage to vehicles of any description, cycles, horses whilst left at any garage and/ or parking place and / or stable in connection with and on the insured's premises, including the contents of any such vehicle. Provided that:

- (a) Where a garage or vehicle parking facilities are provided a suitably worded notice disclaiming liability for all loss or damage howsoever caused is conspicuously displayed in such garage or parking facilities
- (b) The limit of the company's liability shall not exceed the amount stated in the schedule.

### **Tenant's liability**

Specific exceptions 2(a)(ii) and 3(b) of this section shall not apply to premises occupied by the insured as tenant (but not as the owner) thereof.

### **Errors and Omissions**

The Company will indemnify the insured up to a limit of R5,000,000, which the insured shall become liable to pay by way of compensation, for claims arising from any act, advice, error or omission committed by or on behalf of the Insured in connection with the insured's activities described in policy schedule as The Business of the insured.

For the purpose of this extension, "claim" or "claims" shall mean

- a) Writ, summons or other legal proceedings issued against or served upon the insured
- b) Written or verbal demand/s alleging the insured's liability.



## F&I SECTIONAL TITLE

Exclusions to this extension are claims arising from or attributable to :

- i. Failure or omission on the part of the insured to effect or maintain insurance
- ii. Delays in the performance of services or the supply of products
- iii. Industrial action, whether or not such action is taken by the insured's employees or by others.
- iv. Failure to perform to the conditions of any contract
- v. Any claim for which insurance is provided elsewhere in this policy of insurance

### **Products liability**

Notwithstanding anything to the contrary contained in Specific exception 3(d), the company will indemnify the insured in respect of defined events happening anywhere in the territories stated in the schedule elsewhere than at premises occupied by the insured and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by the insured in connection with the business.

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

### **Additional specific exceptions (applicable to products liability extension)**

This extension does not cover liability

- (i) for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage
- (ii) for the cost of demolition, breaking out, dismantling, delivery rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products.
- (iii)
  - (a) arising from defective or faulty design, formula, plan or specification, but if the insured is a retailer this specific exception (iii) does not apply if the insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and the insured's activities do not include final preparation which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to the insured's original customers, nor include any enhancement, amendment or alteration to the product.
  - (b) arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification
- (iv) arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft
- (v) in respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by or to the order of the insured, if such goods or products have, to the insured's knowledge, been exported to the United States of America or Canada by or on behalf of the insured.



### **Defective workmanship liability**

Specific exceptions 2(b) and 3(e) are deleted. The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

### **Additional specific exceptions (applicable to defective workmanship liability)**

This extension does not cover liability

- (i) for the cost of rectifying or recalling defective work
- (ii) arising from inefficacy of such work or because the work did not produce the result anticipated or claimed
- (iii) arising prior to the handing over of such work
- (iv) arising from defective design
- (v) arising from any work on any aircraft or part thereof.

### **Trustees and Directors' Indemnity**

The defined events are extended to include damage which the Body Corporate or Shareblock and or any Trustees or Directors become legally liable to pay arising out of any wrongful act of a Trustee or Director in respect of a Share block provided that the insurer's limit of liability including all costs and expenses shall not exceed the amount stated in the schedule for any one event and in all any one annual period of insurance.

### **Legal defence costs**

If the insured so request, the company will indemnify any employee, partner or director of the insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of such person with the consent of the company in the defence of any criminal action brought against such person in the course of his occupation with the insured arising from an alleged contravention of the statutes as herein defined during the period of insurance provided that

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

Provided always that the insurer's liability under this extension shall not exceed R50,000 or R100,000 in any one (annual) period of insurance.

### **The Statutes**

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

The Mines and Works Act No. 27 of 1956 (as amended),

The Electricity Act No. 40 of 1987 (as amended),

The Liquor Act No 27 of 1989 (as amended)

The Tourism Act No 72 of 1993 (as amended)



## F&I SECTIONAL TITLE

The Health Act No 63 of 1977 (as amended)

all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

### **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 limited of indemnity as stated shall not exceed R50,000 under each of (i) and (ii) or R100,000 in any one (annual) period of insurance.

### **Liability to visitors or guests**

This policy section is extended to indemnify the insured for legal liability arising from loss of or damage to any visitor or guest's property other than:

- (i) Animals
- (ii) Vehicles and contents of vehicles
- (iii) Money, jewellery or other valuables unless deposited with the insured for safekeeping and kept in a locked safe or strongroom.

Provided that:

- (a) The Company's limit of liability shall not exceed R25,000.
- (b) The Insured and/or liquor licence holder shall comply with the requirements of the Liquor Act No 27 of 1989 or any amendment thereof.
- (c) The Insured shall be responsible for an amount of R5,000 each and every claim.

### **Animals intruding onto neighbouring property**

The indemnity provided by this policy extends to include claims arising from wild animals (owned by the insured or for which the insured is responsible) breaking out of perimeter fencing surrounding the premises owned or leased by the insured and recovery and relocation of the animals.

Provided that:

- (a) The structure of the said fencing complies with standards and requirements of the National Parks Board and is regularly inspected and maintained by the insured.
- (b) The insurer's liability shall not exceed R25,000.
- (c) The insured shall be responsible for the payment of the first R5,000 in respect of each claim or series of claims arising from a single event.



### EMPLOYERS LIABILITY

#### Defined events

Damages which the insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the insured, which occurred in the course of and in connection with such person's employment by the insured within the territorial limits and on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against the insured in writing during the period of insurance.

#### The limit of indemnity

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

#### Territorial limits

Anywhere in the world but not in connection with

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

#### Specific exceptions

This section does not cover

- (a) liability assumed by the insured under any contract, undertaking or agreement where such liability would not have attached to the insured in the absence of such contract, undertaking or agreement
- (b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event
- (c) fines, penalties, punitive, exemplary or vindictive damages
- (d)
  - (i) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within countries situated in Africa, south of the Equator
  - (ii) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in (d)(i) above
- (e) any claim arising from an event known to the insured (i) which is not reported to the company in terms of General condition 6  
  - (ii) prior to inception of this section
- (f) any claim (in the event of cancellation or non renewal of this section) not first made in writing against the insured within the 48 month period (or extended period in respect of minors) as specified in Specific condition 2.



## F&I SECTIONAL TITLE

### Specific conditions

1. Any claim first made in writing against the insured as a result of a defined event reported in terms of General condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company
2. In the event of cancellation or non renewal of the policy
  - (a) any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant
  - (b) the insured may report an event in terms of General condition 6 to the company for up to 15 days after cancellation or non renewal, provided that
    - (i) such event occurred during the period of insurance
    - (ii) any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non renewal and is subject to the 48 month period specified in 2(a) above.
3. Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured
  - (a) on the date that the event was reported by the insured in terms of General condition 6
  - or
  - (b) if the insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the insured.

### Extensions

#### Extended reporting option

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

provided that

- (a) this option may only be exercised in the event of the company cancelling or refusing to renew this section
- (b) this option must be exercised by the insured in writing within 30 days of cancellation or non-renewal
- (c) once exercised, the option cannot be cancelled by either the insured or the company
- (d) the insured has not obtained insurance equal in scope and cover to this section as expiring
- (e) the company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal
- (f) claims first made against the insured or any reported events by the insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal



## F&I SECTIONAL TITLE

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

### Principals

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

provided that

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

### Memorandum

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

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



### LOSS OF REVENUE

#### Defined events

Loss following interruption of or interference with the business in consequence of:

1. **Damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under the following sections of this policy:**
  - (i) CONTENTS
  - (ii) BUILDINGS & STRUCTURES
  - (iii) GOODS IN TRANSIT
  
2. **Losses as described that result in the interruption of the business, subject to a maximum indemnity period or limited to the sum as stated below:**
  - (i) Murder, rape or suicide occurring at the insured premises, subject to a maximum indemnity period of 7 days following the incident.
  - (ii) Poisoning directly attributable to food or drink sold or supplied at the insured premises, limited to a maximum of R100,000 per any one event.
  - (iii) Closure of the insured premises, on the specific directive of a competent local authority, due to defective sanitation, vermin or pests, subject to a maximum indemnity period of 14 days following the incident.

The company will indemnify the insured in accordance with the provisions of the specification hereinafter set out.

#### Specific conditions

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





## F&I SECTIONAL TITLE

---

### Item 1 Revenue

The insurance under this item is limited to:

- (a) Loss of revenue the amount payable as indemnity hereunder shall be the amount by which the revenue during the indemnity period shall, in consequence of the Damage, fall short of the standard revenue
- (b) Increase in cost of working and the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of loss of revenue thereby avoided.

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

### Item 2 Additional increase in cost of working

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

### Item 3 Fines and penalties for breach of contract

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

### Definitions

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

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

### Memorandum

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

### Extensions and clauses

#### Accountants clause

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



## F&I SECTIONAL TITLE

### Accumulated stocks clause

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

### Other premises extensions

Subject to the Memorandum at the foot of the following extensions (a) to (f)

Loss as insured by this section resulting from interruption of or interference with the business in consequence of Damage (as within defined) at the under noted situations or to property as under noted shall be deemed to be loss resulting from Damage to property used by the insured at the premises.

**(a) Unspecified suppliers /Sub-Contractors (if stated in the schedule to be included)**

The premises of any other of the insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which the insured obtains electricity, gas or water subject to the limit stated in the schedule. This policy covers first tier only and are subject to our territorial limits.

**(b) Storage, transit and vehicle**

property of the insured whilst stored or whilst in transit by air, road, rail or inland waterway or being motor vehicles of the insured elsewhere than at premises in the occupation of the insured.

**(c) Contract sites**

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

**(d) Prevention of access (if stated in the schedule to be included)**

Property within a 10 km radius of the premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the insured therein shall be damaged or not

**(e) Additional premises**

in the event of the insured occupying or having property at any newly added premises for the purpose of the business during the currency of this section, such newly added premises shall be deemed to be included in those specified here subject to notification to the company as soon as reasonably practicable and to adjustment of the premium if necessary

**(f) Public telecommunications - insured perils only (if stated in the schedule to be included)**

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

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

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

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



## F&I SECTIONAL TITLE

In respect of interruption of or interference with the business arising from any event, there shall be no liability under this extension for interruption of or interference with the business unless such interruption or interference extends beyond 7 days from commencement thereof.

### Definition

#### Electricity grid failure

Electricity grid failure means a total or partial interruption, suspension or blackout of the electricity supply from the national, regional or private electricity grid to the electricity grid of the Republic of South Africa for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total), of the utility supplier to generate, transmit or distribute electricity or any other cause.

**Memorandum:** Applicable to the geographical limits of Extensions to other premises

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

(e) of the extensions to other premises is confined to the Republic of South Africa and Namibia.

Accidental damage (Limit as stated within the Contents Section of the policy)

The following defined event is added:

"Loss following interruption or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under the Accidental damage extension to the Contents Section of this policy (hereinafter termed Damage) provided that:

- (a) the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this defined event
- (b) the company shall not pay more than the sum insured stated in the schedule under the Accidental damage extension of the Contents Section for both this section and the Accidental damage extension under the Contents Section extension combined.



### BUSINESS ALL RISKS

#### Defined events

Loss of or damage to the whole or part of the property described in the schedule while anywhere in the world by any accident or misfortune not otherwise excluded.

Provided that the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.

#### Specific exceptions

The company shall not be liable for

1. loss of or damage to property resulting from or caused by
  - (a) theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit;
  - (b) its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
  - (c) inherent vice or defect, vermin, insects, damp, mildew or rust;
  - (d) the dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others;
  - (e) 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;
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
5. loss of or damage to goods consigned under a bill of lading.

#### Specific conditions

##### Average

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



## F&I SECTIONAL TITLE

### **Replacement value condition**

The basis upon which the amount payable is to be calculated shall be either the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new

or

the repair of the property to a condition substantially the same as, but not better than, its condition when new provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

### **Specific extension**

#### **Increase in cost of working extension**

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

Provided that the insurer's limit of liability shall not exceed R5,000.

#### **REMOTE BLOCKING (Applicable to portable equipment) – (If Stated to be included on the schedule)**

If the Insured can demonstrate through conclusive proof that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence shall be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle

Provided that

1. The police case number is supplied to the Insurer;
2. This extension shall only apply to property that is separately and individually specified in the schedule;
3. After the deduction of the first amount/s payable specified in the schedule, the liability of the Insurer is further restricted to the lesser of 50% of the claim or R10,000 in respect of any one event

Non-Forcible and Non-Violent entry or Exit from the vehicle shall not apply to goods in the vehicle where the Insured maintains that the vehicle was locked, but no evidence of the Non-Forcible or Non-Violent entry or Exit from the vehicle exist therefore cover is excluded.



## STATED BENEFITS

### Defined events

Death or Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the insured (hereinafter in this section referred to as such person) specified in the schedule.

The company will pay to the insured, on behalf of such person or his estate, the sum or sums stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

### Definitions

<b>Death</b>	<b>The capital sum</b>
<b>Permanent disability shall mean</b>	<b>The Percentage of the capital sum specified</b>
(a) loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b) permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
(c) permanent and total loss of hearing	
both ears	100
one ear	25
(d) permanent and total loss of speech	100
(e) injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
(f) loss of four fingers	70
(g) loss of thumb	
both phalanges	25
one phalanx	10
(h) loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
(i) loss of middle finger	6
three phalanges	4
two phalanges	4
one phalanx	2



## F&I SECTIONAL TITLE

---

(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	2

### Memoranda

- (i) Where the injury is not specified, the company will pay such sum as, in their opinion, is consistent with the above provisions.
- (ii) Permanent total loss of use of part of the body shall be treated as loss of such part
- (iii) 100 percent shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

Temporary total disability shall mean total and absolute incapacity from following usual business or occupation.

Medical expenses shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event .

Annual earnings shall mean the annual rate of wage, salary and cost of living allowance being paid or allowed by the insured to such person at the time of accidental bodily injury plus overtime, house rents, food allowances, commissions and other considerations of a constant character paid or allowed by the insured to such person during the 12 months immediately preceding the date of accidental bodily injury.

Average weekly earnings shall mean one fifty second part of annual earnings.

### Business limitation (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.



## F&I SECTIONAL TITLE

### Provisos

It is declared and agreed that

1. the company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses,
2. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age;
4. any compensation payable by the company for any period of temporary total disability or for medical expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation enactment for temporary disability for the same or a lesser period or in respect of medical expenses;
5. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the company so to do, submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
6. General conditions 2 and 9 do not apply to this section;
7. in respect of this section only, General exception 1 is deleted and replaced by the following:

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

### Extensions

1. **Exposure**  
Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.
2. **Disappearance**  
In the event of the disappearance of any such person in circumstances which satisfy the company that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, the company will, for the purposes of the insurance afforded by this section, presume his death provided that if, after the company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured to the company.





## F&I SECTIONAL TITLE

### 3. Burns disfigurement

(A) permanent disfigurement resulting from accidental external burns to the combined surface area of the

(i) face and neck

100% surface area disfigurement

less than 100% surface area disfigurement

50

The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement

(ii) remaining parts of the body other than the face and neck  
100% surface area disfigurement

less than 100% surface area disfigurement

25

The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.

The company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

### 4. Life support machinery

Notwithstanding anything contained in the defined events, the twenty four month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

### Specific exceptions

The company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person

- (a) while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.,
- (b) by his suicide or intentional self injury.
- (c) caused solely by an existing physical defect or other infirmity of such person.,
- (d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
- (e) as a result of his participation in any riot or civil commotion.,
- (f) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof,
- (g) while he is, or as a result of his, engaging in
  - (i) motor cycling (whether as a driver or passenger) other than on the business of the insured
  - (ii) racing of any kind involving the use of any power driven vehicle, vessel or craft
  - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang gliding.



**GROUP PERSONAL ACCIDENT**

**Defined events**

Death or Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the insured (hereinafter in this section referred to as such person) specified in the schedule.

The company will pay to the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

**Definitions**

<b>Death</b>	<b>The capital sum</b>
<b>Permanent disability shall mean</b>	<b>The Percentage of the capital sum specified</b>
(a) loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b) permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
(c) permanent and total loss of hearing	
both ears	100
one ear	25
(d) permanent and total loss of speech	100
(e) injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
(f) loss of four fingers	70
(g) loss of thumb	
both phalanges	25
one phalanx	10
(h) loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
(i) loss of middle finger	6
three phalanges	4
two phalanges	4
one phalanx	2



## F&I SECTIONAL TITLE

---

(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	2

### Memoranda

- (i) Where the injury is not specified, the company will pay such sum as, in their opinion, is consistent with the above provisions.
- (ii) Permanent total loss of use of part of the body shall be treated as loss of such part
- (iii) 100 percent shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

Temporary total disability shall mean total and absolute incapacity from following usual business or occupation.

Medical expenses shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event .

### Business limitation (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

#### Provisos

It is declared and agreed that

1. the company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses;
2. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain.
3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age;

**F & I Privacy Notice:** <https://fiinsure.co.za/privacy-policy-2/>



## F&I SECTIONAL TITLE

4. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the company so to do, submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
5. General conditions 2 and 9 do not apply to this section;
6. in respect of this section only, General exception 1 is deleted and replaced by the following:

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

### Extensions

#### 1. Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

#### 2. Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the company that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, the company will, for the purposes of the insurance afforded by this section, presume his death provided that if, after the company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured to the company.

#### 3. Burns disfigurement

Subject to the exclusion shown below, the following item is added to the Permanent disability definition:

The company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

#### 4. Life support machinery

Notwithstanding anything contained in the defined events, the twenty four month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

### Specific exceptions

The company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person

- (a) while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon,.
- (b) by his suicide or intentional self injury.
- (c) caused solely by an existing physical defect or other infirmity of such person.,
- (d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
- (e) as a result of his participation in any riot or civil commotion.,



## F&I SECTIONAL TITLE

- (f) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof,
- (g) while he is, or as a result of his, engaging in
- (i) motor cycling (whether as a driver or passenger) other than on the business of the insured
  - (ii) racing of any kind involving the use of any power driven vehicle, vessel or craft
  - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang gliding.

(A) permanent disfigurement resulting from accidental external burns to the combined surface area of the

(i) face and neck

100% surface area disfigurement

less than 100% surface area disfigurement

50

The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement

(ii) remaining parts of the body other than the face and neck

100% surface area disfigurement

less than 100% surface area disfigurement

25

The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.

The company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

#### 4. Life support machinery

Notwithstanding anything contained in the defined events, the twenty four month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

#### Specific exceptions

The company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person

- (a) while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon,.
- (b) by his suicide or intentional self injury.
- (c) caused solely by an existing physical defect or other infirmity of such person.,
- (d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
- (e) as a result of his participation in any riot or civil commotion.,
- (f) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof,

**F & I Privacy Notice:** <https://fiinsure.co.za/privacy-policy-2/>



## F&I SECTIONAL TITLE

- 
- (g) while he is, or as a result of his, engaging in
- (i) motor cycling (whether as a driver or passenger) other than on the business of the insured
  - (ii) racing of any kind involving the use of any power driven vehicle, vessel or craft
  - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang gliding.



### MOTOR

#### Sub section A Loss or damage

##### Defined events

Loss of or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the previous consent of the company to the extent of but not exceeding R5,000, provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the insured in the Republic of Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique.

Provided that

1. the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage, but shall not exceed the reasonable retail value of the vehicle and its accessories and spare parts at the time of such loss or damage
2. If your vehicle is a Code 3 vehicle, built-up vehicle or a vehicle with SAPVIN numbers, our compensation is limited to 75% of the reasonable retail value at the time of loss or damage, less any excess applicable.
3. the company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage
4. if, to the knowledge of the company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage
5. in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub section, the insured shall be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub section (including any payment in respect of costs, expenses and fees), and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith
6. the company shall not be liable for more than the amount stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.

##### Exceptions to sub section A

The company shall not be liable to pay for

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages



## F&I SECTIONAL TITLE

- (b) damage to tyres by application of brakes or by road punctures, cuts or bursts
- (c) damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities
- (d) detention, confiscation or requisition by customs or other officials or authorities.

### Sub section B Liability to third parties

#### Defined events

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

- (i) death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured
- (ii) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by, loaded onto or unloaded from such vehicle.

Provided that if any open game viewing vehicle, as described under Vehicle definition 2 (a) (ii), is travelling on a public road such vehicle must be legally licensed to do so in terms of the National Roads Act No 54 of 1971 (as amended).

The company will also, in terms of and subject to the limitations of and for the purposes of this sub section,

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub section, provided that the total of the company's liability under both this extension and sub section B shall not exceed the limit of indemnity stated to apply to sub section B
2. indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that
  - (a) such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply
  - (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
  - (c) indemnity shall not apply in respect of claims made by any member of the same household as such person
  - (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder
3. indemnify the insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided the company shall not be liable for damage to the vehicle being driven or used
4. indemnify the insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.





## F&I SECTIONAL TITLE

### Exceptions to sub section B

The company shall not be liable under this sub section in respect of

- (a) so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected
- (b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1,500kg)
- (c) liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

### Limits of indemnity

Unless otherwise stated, the liability of the company under this sub section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

### Definitions

#### 1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

#### 2. Vehicle

The term vehicle shall mean

- (a) (i) private type motor cars including sport utility vehicles and similar vehicles designed to seat not more than 9 persons including the driver
- (a) (ii) open game viewing vehicles that are specifically manufactured or modified and designed to seat not more than 11 persons including the driver
- (b) commercial vehicles and special type vehicles as described in the schedule
- (c) motor cycles (including motor scooters and 3 wheeled vehicles)
- (d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver)
- (e) trailers, i.e. any vehicle without means of self propulsion designed to be drawn by a self propelled vehicle, but excluding any parts or accessories not permanently fitted thereto

any such vehicle being owned by or hired or leased to the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

### Extensions

**F & I Privacy Notice:** <https://fiinsure.co.za/privacy-policy-2/>



## F&I SECTIONAL TITLE

### 1. **Contingent liability extension**

The indemnity under sub section B includes claims made against

- (a) the insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the insured, while being used by any partner or director or employee of the insured (hereinafter in this extension referred to as such person)
- (b) any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer provided that
  - (i) all the words in (b) of the exceptions to sub section B are deleted
  - (ii) the company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above
  - (iii) the payment by the insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension
- (iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy
- (v) the terms exceptions and conditions of the policy shall otherwise apply.

### 2. **Passenger liability extension**

Exception (b) to sub section B shall not apply to vehicles described in definition (b), other than special types, or in definitions (c), (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule. Liability in respect of this extension is restricted to the Republic of South Africa only.

### 3. **Unauthorised passenger liability extension**

The indemnity under sub section B, notwithstanding exception (b) thereto, extends to cover the insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule. Liability in respect of this extension is restricted to the Republic of South Africa only.

### 4. **Waiver of subrogation rights**

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



## F&I SECTIONAL TITLE

### 5. Principals

Notwithstanding Specific exception 2 of this section, the indemnity under sub section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the insured for the purposes of the business, provided that the liability of the company shall not exceed the limit of indemnity stated in the schedule.

### 6. Cross liabilities

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

### 7. Loss of keys extension

The company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that the company's liability shall not exceed, in respect of any one event, the amount of R10,000

### 8. Fire extinguishing charges extension

All costs up to R5,000 relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

### 9. Wreckage removal extension

The cover provided under sub section A of this section is extended to include costs and expenses incurred by the insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under sub section A of this section, the limit of the company's liability under this extension shall not exceed, in respect of any one occurrence, R10,000

### 10. Credit shortfall extension

If any total loss settlement under sub section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less:

- (a) any arrears instalments or rentals including interest payable on such arrears
- (b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle
- (c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled
- (d) the first amount payable under sub section A

provided always that

- (a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub section A
- (b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10 percent from any other instalment



## F&I SECTIONAL TITLE

- (c) if such shortfall is as a result of a re advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

### 11. Replacement as new extension

If, within 12 months of the date of purchase as new in the name of the insured, an insured vehicle is

- (a) stolen and not recovered or  
(b) damaged to the extent that the Company regards it as uneconomical to repair,

the Company will pay the vehicle manufacturer's current list price of the vehicle as new at the date of the occurrence of the loss. Provided that the Company's liability shall not exceed the sum insured stated in the schedule

### 12. Vehicle Hire Costs (If stated in the schedule to be included)

In consideration of the payment of an agreed additional premium, the company will indemnify the insured against costs incurred for the hire of a motor vehicle from any recognised garage, motor trader or vehicle hire firm during the period that the insured is deprived of the use of an insured vehicle as a result of it being disabled and undergoing repair or having been stolen. The company shall not be liable for hire charges:

- a) Unless the loss or damage is insured by the policy  
b) Exceeding the amount stated in the schedule  
c) Incurred for the first three days during which the vehicle is undergoing repair or after the theft has been reported to the company.  
d) Incurred for any period exceeding 30 days after the date of commencement of repairs or the date of theft.

(The expression "undergoing repair" shall include towing-in and railage where necessitated by any insured damage)

## Memoranda

### 1. Premium adjustment clause

If this section is issued on a non specified vehicle basis, the insured shall submit to the company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The company shall, upon receipt of this declaration, make a premium adjustment of 50 percent of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

### 2. War clause

In respect of sub sections B and C only, General exception 1 is deleted and replaced by the following:

This section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

### 3. Description of use clause

Use for social domestic and pleasure purposes and use for the business or occupation of the insured

excluding

hiring, carriage of passengers for hire or carriage of fare paying passengers (other than passengers being conveyed in an insured vehicle that is being used directly in connection with the insured's business), racing



## F&I SECTIONAL TITLE

speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

### Optional limitations

Third party only limitation (if stated in the schedule to be applicable)

Sub sections A and C and the No Claim Rebate provisions are cancelled.

Third party fire and theft only limitation (if stated in the schedule to be applicable)

The liability of the company under sub section A is restricted solely to loss or damage resulting from fire, self ignition, lightning or explosion or by theft or any attempt thereat. Further, sub section C and the No Claim Rebate provisions are cancelled.

### Specific exceptions

1. The company shall not be liable for any accident, injury, loss, damage or liability
  - (a) whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with the description of use clause
  - (b) incurred outside the Republic of South Africa, but the insurers will indemnify the insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit
  - (c) incurred while any vehicle is being driven by
    - (i) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle
    - (ii) any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such vehicle, but this shall not apply if the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.

provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific exception (b), or if non compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

2. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.



### Specific condition

If, during the currency of this section, any driver's licence in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the Insured shall have knowledge of such fact.

### **EMERGENCY ROADSIDE ASSISTANCE (if stated in the schedule to be included)**

#### Policy Wording: Factory & Industrial Risk Managers

**Factory & Industrial** offers Policyholders some peace of mind in the event of emergency.

Call **0861 708 007**, for assistance

**These services are available 24/7/365 days**

**Factory & Industrial offers** members some peace of mind in the event of an emergency.

Call **0861 708 007**, for assistance

**These services are available 24/7/365 days**

### **EMERGENCY ROADSIDE ASSISTANCE**

The Call Centre provides immediate access to a team of dedicated case managers, together with a national complement of accredited assistance service providers who will assist with roadside emergencies. The services are only applicable when the service is requested through the Call Centre. Parts, repairs, maintenance services and such other goods and services as indicated below are not included. The Call Centre may, depending on the circumstances, elect to incur the costs of certain items on the member's behalf and recover such costs from the member.

Please note that this product does not constitute an insurance product and the Call Centre therefore does not in any way indemnify the member against losses, liability, expenses or damages suffered.

#### **Vehicles up to 3500kgs**

**Should the member find themselves stranded because of a vehicle breakdown or an accident, the Call Centre will arrange one of the following services:**



---

### **Mobile Mechanic Breakdown Service**

Should the vehicle become disabled as a result of mechanical or electrical breakdown, a mobile mechanic will be dispatched. The costs will be for the member's or driver's own account and is payable by the member to the service provider at the time of incident. Service is provided on a best effort basis and is subject to availability of a qualified Service Provider. Should a mechanic not be available to assist at the time of incident, towing assistance will be provided. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).

### **Flat Battery**

The Call Centre will arrange to have the vehicle jump started. If the Call Centre cannot resolve the problem at the scene, the vehicle will be towed by an appointed Service Provider to the nearest most appropriate place of repair or safety. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).

### **Keys locked in Vehicle**

The Call Centre will arrange to open the vehicle and retrieve the car keys. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch). If the Call Centre cannot resolve the problem at the scene, the vehicle will be towed by an appointed Service Provider to the nearest most appropriate place of repair or safety. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch). Additional costs for repairs are not included as part of the service and are for the member's account.

### **Flat Tyre**

The Call Centre will arrange to have the tyre changed using the member's spare tyre. In the event that there is no spare tyre, the Call Centre will arrange for the vehicle to be towed to the nearest approved repairer or fitment centre. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).

### **Run out of fuel**

The Call Centre will arrange for fuel to be delivered to the member. The Call Centre will supply up to 10 litres of fuel for the member's account. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch) and is limited to 2 incidents per annum. Additional fuel can be arranged at the member's cost.

### **Winching/Extracting Assistance**

Assistance will be provided for extracting the vehicle when accidentally stuck in a ditch or other inaccessible areas, when such location is within 50 metres of a paved road or highway. This service does not include extraction when driving a vehicle off-road or on unpaved highways. Service Provider rates are charged per hour.



---

### **Mechanical and Electrical Breakdown**

The Call Centre will tow the **vehicle, caravan or trailer** (provided the caravan or trailer is covered on the policy) to the nearest franchised dealer (if under warranty) or to the nearest repairer up to a 60km roundtrip (from starting point to the point of dispatch).

### **Accident Tow**

In the event of an accident, the Call Centre will arrange for the **vehicle, caravan or trailer** (provided the caravan or trailer is on the policy) to be towed to the nearest insurance approved motor body repairer (MBR) from the accident scene. The Service is facilitated within a 300km round-trip (from starting point to the point of dispatch).

### **Storage**

The Call Centre will arrange for the safe storage of the **vehicle, caravan or trailer** (provided the caravan or trailer is covered on the policy) overnight, public holidays or weekends where necessary. On the next working day, the vehicle will be relocated to the nearest approved dealer or repairer. Second Tows will be for the member's account (this excludes tows that are a continuation of the first tow due to a **vehicle, caravan or trailer** that was towed after-hours / over weekends / public holidays).

### **Transmission of Urgent Messages**

The Call Centre will relay messages of delay or changed arrangements to a nominated family member, employee or business colleague at the member's request.

**Should the member find themselves stranded 100km or more from home because of a vehicle breakdown or an accident, the Call Centre will arrange one of the following services:**

### **Courtesy Transport**

A 24-hour, Group B rental vehicle can be arranged for the member by the Call Centre. In order to secure the booking on behalf of the member, the member needs to have a valid driver's licence and credit card.

**OR**

### **Hotel Accommodation**

The Call Centre will arrange for one night's hotel accommodation for the driver of the vehicle at one of their preferred providers in the area.





### Roadside Assistance Terms and Conditions

- ) Services will only be rendered to validated members.
- ) Each service will be managed on an individual basis and is highly dependent on traffic, weather and correct information being received.
  
- ) Roadside assistance services are only available in the event that the breakdown or accident occurs in South Africa, Lesotho or Swaziland. The Call Centre will not refund breakdown or accident assistance charges for incidents that occur in any other country.
- ) The service only extends to the towing of one **vehicle and a caravan or trailer on the policy**. Multiple Tows (e.g. where the member requires the vehicle and trailer or caravan to be towed will be arranged by applying the applicable limits and subject to the trailer or caravan being entitled to service. Second Tows will be for the member's account (this excludes tows that are a continuation of the first tow due to a vehicle that was towed after-hours / over weekends / public holidays).
- ) Mechanical Breakdown services are offered whether the **vehicle and a caravan or trailer** breaks down at home or on the road
- ) Battery replacement costs are for the member's account
  - o Limited to South African territory only
- ) The additional per kilometre rate is subject to change in accordance with fuel price fluctuations.
- ) All services must be authorised, arranged and managed by the Call Centre. Any costs incurred through arrangements made by the member without prior authorisation from the Call Centre fall outside of the benefit entitlement.
- ) In the event of a mechanical or electrical breakdown, the **vehicle and a caravan or trailer** is to be towed to the closest franchised dealer or repair centre from the scene of the breakdown per the limits specified.
- ) A member will only be entitled to courtesy transport and overnight accommodation benefits if the vehicle was towed by the service provider and when the member is more than 100km away from his/her permanent place of residence.
- ) An Accident shall be defined as damage to one or more body panels (which will require repair in a body shop) as a result of a collision with another vehicle or object. An accident shall also include instances where the engine catches fire, or where impact with a pothole, kerb or pavement result in damage to the suspension, wheels or undercarriage (and not necessarily the body panels), and where it is clear to the member and the service provider that the damage is of an insurable risk nature, irrespective of whether or not the car is insured. In instances of doubt the service provider shall arbitrate on this latter definition. In the event of the accident being caused by mechanical failure, and in essence where the vehicle under these descriptions is non-driveable, the incident will be considered to be an accident.
- ) In the event of an accident, the **vehicle and caravan or trailer** is to be towed to the closest insurance approved motor body repairer (MBR) from the scene of the accident.
- ) The member will be liable for any costs related to the breaking of window glass should there be no other way to gain access to the vehicle to tow.



### Exclusions

- ) Vehicles not in a roadworthy condition.
- ) If the total mass of the **vehicle, caravan or trailer** exceeds 3500kgs (including the load on board) a more suitable towing vehicle will be needed and as such the member or driver will be liable for additional tow cost attributed to the towing. This is payable to the Service provider at the time of incident.
- ) Taxicabs and limousines, Recreational Vehicles (RVs), or any vehicles in tow
- ) Service to **vehicles and caravans or trailers** with expired safety inspection sticker(s), license plate sticker(s), and/or emission sticker(s) where such stickers are required by law.
- ) Vehicles located at storage facilities.
- ) Cost of parts, replacement keys, replacement tyres, batteries, fluids, lubricants, cost of installation of products, materials, toll fees, and any additional labour relating to towing.
- ) Any fees relating to the dismount/mounting of a drive shaft.
- ) Tyre repair.
- ) Tyre replacement at any location other than a roadside disablement site.
- ) Cost of the replacement tyres and its installation.
- ) Any and all taxes, tolls or fines.
- ) Non-emergency towing or other non-emergency service including but not limited to mounting or removing of any tyres, snow tyres, off-road tyres, chains or similar items.
- ) Shovelling snow from around a vehicle.
- ) Service when a vehicle is snowbound in unploughed areas such as snow banks, snowbound driveways or curb side parking.
- ) Damage or disablement due to flood, fire, or vandalism.
- ) Vehicles located at a place of repair
- ) Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced.
- ) Towing done by other than a licensed service provider, **vehicle, caravan or trailer storage** charges or a second tow for the same disablement.
- ) Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
- ) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
- ) Towing for the purpose of disposal (e.g. salvage facility).
- ) Towing of a vehicle off a boat dock or marina unless such facilities are used for intermodal and ocean freight purposes.
- ) Transportation for the member to the vehicle for a service or from the vehicle to another destination after the service has been rendered.
- ) Services may not be requested from a dealer or repair facility.
- ) Service will not be rendered in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the vehicle in the commission of a crime.
- ) Repeated service calls for a vehicle in need of routine maintenance or repair.
- ) Services received independently without prior authorization.



## F&I SECTIONAL TITLE

---

### The service provider does not refund:

- ) Labour, overtime or cellular-phone charges, toll-gate fees, call-out fees, weekend levies, storage charges, hitching/salvage/recovery (defined as an insurable risk related to accessing the vehicle) fees and the cost of spare parts.
- ) Repair charges
- ) Charges for assistance rendered by a private person or any service provider unless that service provider is appointed by the Call Centre.
- ) Charges for assistance required due to participation in a motorised-sporting event.

### MEDICAL ASSIST ACCESS

#### The following benefits are on an access only basis. These services include:

- ) Emergency telephonic advice and information – 24/7
- ) Referrals to medical practitioners and facilities
- ) Liaison with next of kin to keep them informed

In addition to the general medical advice service, medical operators will guide a person through a medical crisis situation involving the member. The member will receive emergency advice or have the necessary support organised, by utilising the 24-hour Contact Centre.

#### This service includes referrals to Crisis lines in case of:

- ) Poison Hotline – In House
- ) Suicide Hotline – Life Line
- ) Rape and HIV Counselling
- ) Family and Domestic Abuse
- ) Child Abuse
- ) Bereavement Counselling

#### For the member's medical aid or own account:

- ) Emergency medical response to the scene of an incident
- ) Emergency medical transportation to the nearest appropriate medical facility

*Please note: Medical Assistance is only valid for emergencies within the borders of South Africa.*



### ELECTRONIC UTILITIES

#### Sub section A: Material damage

##### Defined events

Physical loss of or damage to the property insured described in the schedule from any cause not hereinafter excluded whilst

- (a) at work or at rest anywhere within the insured's premises as specified
- (b) in transit including loading and unloading or whilst temporarily stored at any premises en route
- (c) temporarily removed from the insured's premises to any other location.

##### Exceptions to sub section A

The company will not be liable to indemnify the insured irrespective of the original cause in respect of

1. the first amount payable as stated in the schedule in respect of sub section A, 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 section
3. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the insured covering the insured equipment
4. faults or defects known to the insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the company or any consequences thereof
5. wastage of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature
6. parts having a short life such as (but not limited to) bulbs, valves, contacts, X ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this sub section to other parts of the property insured, the company shall indemnify the insured for the residual value prior to the loss of such exchangeable parts
7. the cost of reproducing data and/or programmes whether recorded on cards, tapes, discs or otherwise unless specifically provided for in sub section B hereof
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.
  - (a) loss by theft or by disappearance of the property insured unless accompanied by forcible and violent entry to or exit from the insured premises/situation
  - (b) loss of the property insured by theft during transit or whilst temporarily removed from the insured premises unless identifiable by the insured with a specific incident which has been immediately reported to the police and the company.



## F&I SECTIONAL TITLE

Provided that the company shall not indemnify the insured for the theft of the property insured from any motor vehicle where the property insured has been

- (i) left in the motor vehicle overnight unless the vehicle is housed in a securely locked building and entry to such vehicle or building is accompanied by forcible and violent entry or exit
- (ii) contained in a compartment of the motor vehicle which is visible to passers by

Provisos (i) and (ii) above shall not apply to theft of the property insured where the transport vehicle has been hijacked or has been involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver, the property insured is of necessity left unprotected.

### **Basis of indemnity**

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

#### **1. Partial loss**

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

- (a) the value of damaged parts which can be used will be deducted
- (b) the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this sub-section
- (c) if, without the consent of the company, temporary repairs are carried out by the insured in the interests of safety or to minimise further loss or damage to the property insured, the cost of such temporary repairs will be borne by the company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the insured
- (d) where the damage is restricted to a part or parts of an insured item, the company shall not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured.

#### **2. Total loss**

(A) In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be

the cost of replacing or reinstating on the same site the new property of equal performance and/or capacity or, if such be impossible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged provided always that

- (i) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured, subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the retail value of the property insured immediately before the damage shall be made



## F&I SECTIONAL TITLE

- (ii) until expenditure has been incurred by the insured by replacing or reinstating the property insured, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein
- (iii) these conditions shall be without force or effect if
  - (a) the insured fails to intimate to the company within six (6) months of the date upon which the damage occurred (or such further time as the company may in writing allow) their intention to replace or reinstate the property insured
  - (b) the insured is unable or unwilling to replace or reinstate the property insured on the same or another site
- (iv) at the sole option of the company, following commercial and technical appraisal by a representative of the company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this 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 the company in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

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

### 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 percent for the first year after the date of purchase
- and

- (ii) 10 percent per year for each succeeding year

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

### Average

In respect of 1. "Partial Loss" and 2. "Total Loss" above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, then the insured shall be considered as being their own insurer for the difference 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.

### Limit of liability

The amount of liability shall not exceed, in respect of any of the items specified in the schedule, the sums insured set opposite thereto respectively and, in addition thereto, the following:



## F&I SECTIONAL TITLE

**(a) Architects' and other professional fees**

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed 15 percent of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the insured's claim.

**(b) Clearance costs**

Costs necessarily and reasonably incurred by the insured in respect of demolition or dismantling of property and/or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such property, provided that the total amount recoverable does not exceed 15 percent of the total amount of the claim.

**(c) Express delivery and overtime**

Extra charges for express delivery airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the insured for effecting repairs or replacement approved by the company, limited to 50 percent of the amount which the repair or replacement would have cost had these additional costs not been incurred.

### Clauses and extensions

#### Power surge or lightning strikes

All loss or damage to the property insured by power surges or lightning strikes will be subject to an additional excess of 10 percent of the net amount payable for the items so damaged subject to a minimum of R1,000, but not exceeding R2,000 per occurrence. However, should the property insured be appropriately and adequately protected by suitable safeguards against electrical supply fluctuations, then this additional excess will be waived.

#### Fire brigade charges

If any public authority empowered to do so shall charge the insured with any costs arising from their activities in dealing with the consequences of an insured peril having operated, such costs will be deemed to be damage to the property insured and will be payable in addition to any other payment for which the insurer may be liable in terms of this insurance.

#### Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of the insured (where the insured owns the building) or another tenant or the owner of the building (where the insured is a tenant) provided that the insured notifies the company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

#### Hire purchase/finance agreements

Where the company has knowledge of the property insured or any individual item thereof being the subject of a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of loss or damage indemnifiable by this sub section of the policy.



### Sub section B: Consequential loss

#### Defined events

The insurance provided by this sub section of the policy (if stated in the schedule) shall be subject to the limits of indemnity stated in the schedule and shall include

**(i) Increased cost of working**

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the insured during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the insured

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the accident.

The indemnity by this item shall not apply directly or indirectly to

- (a) the cover provided for in item (ii) of this sub section of the policy
- (b) the intrinsic value (including reinstatement value) of the property insured by sub section A of this policy.

**(ii) Reinstatement of data/programmes**

Costs and expenses necessarily and reasonably incurred by the insured for the reconstitution or recompilation of data and/or programmes recorded on or stored in data-carrying media which is lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to sub-section A of this policy) or by theft as provided for in the sub- section A of this policy provided always that

- (a) the indemnity shall not extend to nor include such costs incurred due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes
- (b) in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event indemnifiable by this item, the insured shall bear the amount stated in the schedule as the first amount payable
- (c) where the insured elects to insure programmes (software), a schedule of such programmes shall be lodged with the company at the commencement of each period of insurance.

#### Definitions

##### Indemnity period

The period during which the results of the business shall be affected in consequence of the accident beginning the number of hours/days detailed in the schedule as the time exclusion after the occurrence of the accident and ending not later than the expiry of the period detailed in the schedule as the indemnity period after such occurrence.

The time exclusion shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.





## F&I SECTIONAL TITLE

### Accident

1. Applicable to increased cost of working only) physical loss of or damage to the property insured described in the schedule of property insured from any cause as provided for under sub section A of this policy, liability under which sub-section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.
2. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than
  - (a) the deliberate act of the insured or any supply authority
  - (b) drought or shortage of fuel at any electricity utility.

Special conditions applicable to failure of the public supply of electricity

- (a) The liability of the company shall not exceed R5,000.
- (b) The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

### The limit of liability

The liability of the company shall not exceed the amounts specified in the schedule (relating to sub section B) in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the company of any sum or sums in discharge of the company's liability in terms of this sub-section of this policy, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

The insured shall pay to the company the additional premium required by the company calculated pro rata from the day of the accident to the end of the period of insurance.

### Specific exceptions to sub section B

Unless specifically provided for:

1. **Fines and damages**

The company shall not be liable to indemnify the insured in respect of fines or damages for breach of contract for late or non completion of orders or any penalties of whatsoever nature
2. **Loss of profit**

The company shall not be liable to indemnify the insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

### Clauses and extensions

#### Reinstatement

Notwithstanding anything to the contrary contained in this sub section, it is hereby declared and agreed that, in the event of any interruption, following loss or damage, being aggravated by:

- (a) the insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time, or
- (b) addition, alteration or improvements being effected to the property insured on the occasion of its repair, the company's liability under this section shall be related solely to the business interruption which would have arisen in the absence of (a) and (b).



## F&I SECTIONAL TITLE

### Telkom access lines

Consequential loss as provided for under defined events (i) and (ii) of sub-section B arising from accidental failure of the Telkom access lines is included, provided always that the insurance under this extension shall be subject to the Special conditions below.

Special conditions applicable to Telkom access lines

- (a) The liability of the company shall not exceed R10,000.
- (b) The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.
- (c) The insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.

### REMOTE BLOCKING (Applicable to portable equipment) – (If Stated to be included on the schedule)

If the Insured can demonstrate through conclusive proof that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence shall be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle

Provided that

1. The police case number is supplied to the Insurer;
2. This extension shall only apply to property that is separately and individually specified in the schedule;
3. After the deduction of the first amount/s payable specified in the schedule, the liability of the Insurer is further restricted to the lesser of 50% of the claim or R10,000 in respect of any one event

Non-Forcible and Non-Violent entry or Exit from the vehicle shall not apply to goods in the vehicle where the Insured maintains that the vehicle was locked, but no evidence of the Non-Forcible or Non-Violent entry or Exit from the vehicle exist therefore cover is excluded.

### General memoranda

#### Capital additions and currency fluctuations

The indemnity by this section shall include

- (a) additional equipment or programmes purchased by the insured of a similar nature to that specified in the schedule, provided that, in respect of loss or damage due to electrical or mechanical breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the insured's premises
- (b) provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured

provided that the increase shall not exceed, by more than 25 percent, the total sum insured for sub section A specified in the schedule, it being agreed that the insured will advise the company of such alterations at the expiry of the period of insurance and pay the appropriate premium thereon but not exceeding 50 percent of the difference.

#### Prevention of access

If, during the indemnity period, the business at the premises be interrupted or interfered with in consequence of the insured being prevented from having access to the property insured situated at the premises caused by damage to property within a 10 km radius of the insured premises as described in the schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or



## F&I SECTIONAL TITLE

impact by vehicles, the company shall indemnify the insured for loss resulting from such interruption or interference in accordance with the provisions contained herein provided that

- (i) the insured is not entitled to indemnity as provided for in this extension under any other policy or section of this policy
- (ii) this section shall not be brought into contribution with any other policy or section of this policy bearing a like extension.

Special Conditions and Exception (sub sections A & B)

### **Viruses, trojans and worms**

The company shall not indemnify the insured for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, trojan or worm(s) or other similar destructive media.

### **Dongle Condition**

*This condition shall apply if a Dongle (a specialised software application) is a specifically insured item or is included in a general description of insured equipment.*

It is a condition precedent to the insurer's liability that Dongles must be removed from computers at all times when the premises are closed to normal business operations and locked in a safe or in another secure area that is separated from the room or area where the computer that utilises the Dongle is located. If this condition is not complied with, the company shall be liable only for loss of or damage to the computer and not for any claim in respect of the Dongle or any licence required for the operation of the system.

### **Power Surge Protection and Uninterrupted Power Supply**

It is a condition precedent to this insurance that all insured electronic equipment (prone to lightning damage, power spikes or fluctuations in electrical flow or voltage) is safeguarded by the installation of Power Surge Protection and Uninterrupted Power Supply equipment and that such equipment complies with and is installed in accordance with the requirements of South African Bureau of Standards Code of Practice (SABS 0142).

### **General extension**

#### **Incompatibility cover**

Notwithstanding anything contained to the contrary in the policy, the indemnity by sub sections A & B of this section shall indemnify the insured for costs incurred in respect of

- (a) modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
  - (b) replacement or upgrading of legal programmes to achieve compatibility with the modified or altered electronic system;
  - (c) the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programmes;
- provided always that



## F&I SECTIONAL TITLE

- 
- (1) the costs provided for in (a), (b) and (c) above shall be necessarily and reasonably incurred to maintain normal working conditions
  - (2) such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of sub sections A or B (item ii) of this section of the policy
  - (3) the cover afforded hereunder shall be restricted to
    - (i) parts or components of the electronic system which are not indemnifiable under sub section A hereof
    - (ii) programmes or data reinstated not indemnifiable under item (ii) of sub section B hereof;
  - (4) the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20 percent of the applicable total sum insured under sub section A The limit of indemnity and sub section B item (ii) hereof or R25,000, whichever is the lesser.



### MACHINERY BREAKDOWN

**(Applicable only if stated in the schedule to be included)**

#### Defined events

Sudden and unforeseen physical damage to the insured machinery as stated in the schedule forming part of the buildings insured under Section A of this policy provided that

1. The company will not be responsible for the cost of any alterations or overhauls carried out on the occasion of a repair or reinstatement
2. The Company's liability shall not exceed R200,000 or the amount stated in the schedule.
3. In case of claim where loss or damage is confined to part of a machine or structure, the company shall be liable only for the value of that part plus the cost of any necessary dismantling and erection for which the insured is responsible.
4. 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 in the policy.

**Specific exceptions** (Applicable to Sub-section E of the policy)

The company shall not be liable for

1. Damage to the insured machinery by any cause otherwise insured in terms of the policy or subsequent dismantling or re-erection
- 2.
3. The first amount payable stated in the schedule
4. Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions)
5. Damage resulting from experiments, overloads or tests.

**Specific conditions** (Applicable to Sub - section E of the policy)

#### Alteration of risk

Notice must be given to the company of any alterations to or departure from normal working conditions which would affect the risk of damage. The company may either approve such modification or cancel the insurance by this section and, provided there has not been a claim during the current period of insurance, refund a proportionate part of premium paid.

#### Average

The sum insured stated in the schedule shall be equal to the new replacement value including transport and erection costs and custom dues if any, plus VAT. If the sum insured shall at the time of any damage be of lesser value than the amount required to be insured as stated above, then the insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.



## F&I SECTIONAL TITLE

### **Precautions**

The insured shall take reasonable precautions to ensure that the machinery is maintained in good working order and neither habitually not intentionally overloaded, and that Government and other regulations relating to the operation of the machinery are observed

### **Rights of the Company**

The insured shall allow the company to examine the insured machinery at any reasonable time. If during the inspection by the company, any new facts of a nature likely to increase the risk are observed the insured must, at the request of the company, restore the risk to normal within the least possible time. The company may immediately, on discovery of such new fact, give written notice to the insured suspending cover under this section.

### **GENERAL POLICY EXTENSION - RIOT & STRIKE**

**( Applicable to Sub-Sections A, B & C of the policy and only if stated in the schedule to be included )**

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

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

provided that this extension does not cover:

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

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



## MACHINERY BREAKDOWN BUSINESS INTERRUPTION

### Defined events

If during the period of insurance any of the machinery and plant used by the insured at the premises for the purpose of the business be affected by an accident and the business carried on by the insured at the premises be in consequence thereof interrupted or interfered with, the company will (subject to the exceptions and conditions of this section and of this policy) pay to the insured as indemnity in respect of item 1 mentioned under the heading "Subject matter insured" in the schedule of this section, the amount of the loss resulting from the aforesaid interruption or interference in accordance with the provisions contained in Appendix 1 of this section, provided that

- (a) the machinery and plant shall during the currency of this section be insured against machinery breakdown;
- (b) the liability of the company in respect of the aforementioned item 1, shall in no case exceed the sum insured stated in respect of such item 1 in the schedule of this section.

### Specific exceptions

This section does not cover any loss or claim resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

1. Loss or damage to:
  - (a) foundations and masonry, unless specifically included and described in the list under the heading "List of machinery and plant" in the schedule of this section;
  - (b) exchangeable and replaceable parts such as, but not restricted to, bits, drills, knives, saw blades;
  - (c) dies, moulds, patterns, blocks, stamps, punches coatings or engravings on cylinders and rolls;
  - (d) parts which by their use and/or nature suffer a high rate of wear or depreciation such as, but not restricted to, crushing surfaces, balls, hammers, screens and sieves, engraved soft metal cylinders, wear plates, elevator and conveyor belts or bands, chains, flexible pipes, jointing and packing materials, filter cloths, parts made of glass, rubber, textile or synthetic, grinding wheels, ropes, belts, straps, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, grate bars, burner jets;



## F&I SECTIONAL TITLE

- 
- (e) operating media such as, but not restricted to, fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents, lubricants.
2. Loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, burglary or theft or attempts thereat, collapse of buildings, wind, storm, water, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes.
  3. Loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract.
  4. Loss or damage due to any faults or defects within the knowledge of the insured or his representatives existing at the time of commencement of this section, whether such faults or defects were known to the company or not.
  5. Repair or replacement necessitated by direct damage due to wear and tear, corrosion, erosion, deposits of scale sludge or other sediment, rust, or by scratching of painted or polished surfaces, or by any other direct consequences or progressive or continuous influences from working or atmospheric or chemical action; but the company shall be liable for any loss resulting from interruption or interference caused by damage arising from such causes and otherwise insured by this section.
  6. Loss or damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments.
  7. Shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the list under the heading "List of machinery and plant" in the schedule of this section is involved.
  8. Any restrictions on reconstruction or operation imposed by any public authority.
  9. The insured not having at his disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery.





## F&I SECTIONAL TITLE

- 
10. Loss of or damage to machinery, mechanical installations and their additional installations or other items which are not described in the list under the heading “List of machinery and plant” in the schedule of this section, even if the consequence of material damage to an item described in the aforesaid list is involved.
  11. Loss of business due to causes such as suspension, lapse or cancellation of a lease, license or order et cetera that occurs after the date when the machinery and plant affected by an accident is again in operating condition and the business could have been resumed if the aforesaid lease, license or order et cetera had not been suspended, lapsed or cancelled.
  12. The company shall not be liable under this section in respect of
    - (a) the prolongation of any period of Interruption of or interference with the business resulting directly or indirectly from the operation of: any gazetted law of the Republic South Africa, including any exchange control regulation, directed against any other country;
    - (b) any law of a foreign country or international law directed against the Republic of South Africa;
    - (c) any economic sanctions, conventions, trade embargoes, boycotts, strikes or actions directed against the Republic of South Africa, other than occurring within the borders of the Republic of South Africa.

If the company alleges that this clause is applicable by reason of any or all of stipulations (a), (b) or (c) above the burden of proving the contrary shall rest on the insured.

If the company alleges that by reason of any of the provisions of specific exceptions (3) and (4) above, any loss or claim is not covered by this section the burden of proving the contrary shall rest on the insured.

### Definitions

For the purposes of this section the following mean:

“Premises” – the premises, the situation of which is stated in the schedule of this section

“Business” – the insured’s business as stated in the schedule of this section

“Machinery and plant” – machinery and plant described in the list under the heading “List of machinery and plant” in the schedule of this section.



## F&I SECTIONAL TITLE

“Accident” – any unforeseen and sudden fortuitous physical damage to the machinery and plant necessitating its immediate repair or replacement due to causes such as but not restricted to defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, malice, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or any other cause not specifically excluded whilst such machinery and plant are:

- (a) working or at rest;
- (b) being dismantled, moved, or re-erected for the purpose of cleaning, inspection, repair or installation at another location within the premises, provided such machinery and plant have successfully completed its acceptance tests.

### Specific conditions

1. The due observance and fulfillment of the terms of this section and of this policy insofar as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the com111pany.
- 2.(a) Representatives of the company shall at any reasonable time have the right to inspect and examine the risk and the insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk
- 2.(b) The insured shall as soon as possible notify the company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.
3. Should at any time after the commencement of this section
  - (a) the business be wound up or carried on by a liquidator, receiver, trustee or judicial manager or be permanently discontinued:
  - (b) the insured’s interest ceases other than by death,
  - (c) any alteration be made or admitted by the insured whereby the risk of accident is increased,
  - (d) the retention of standby or spare machinery or any other loss-minimising factors in existence when the insurance under this section was effected, be reduced or discontinued or such stand-by or spare machinery be not maintained in an efficient working condition and available for immediate use, then the insurance



## F&I SECTIONAL TITLE

under this section shall, notwithstanding anything contained to the contrary in general condition 1 of this policy, cease unless and until the continuance of the insurance under this section is confirmed in writing by the company.

4. The insured shall exercise all reasonable care in the selection of employment and supervision of all employees and in the prevention of any loss or damage and in compliance with any statutory regulations and manufacturer's recommendations. The stipulations of this specific condition 4 are applicable in addition to the stipulations of general condition 5 of this policy.
5. The insured shall be obliged to keep complete records. All records (for example, but not limited to, inventories, production and balance sheets) for the three preceding years shall be held in safe-keeping or (as a precaution against their being simultaneously destroyed) the insured shall keep separate sets of such records.
6. On the happening of any occurrence that may result in a claim under this section the insured shall, notwithstanding general condition 6:
  - (a) immediately notify the company by telephone or telegram of the aforesaid occurrence and send the company written confirmation thereof within 48 hours after the aforesaid occurrence;
  - (b) do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interruption of or interference with the business or to avoid or diminish the loss resulting therefrom;
  - (c) as far as may be reasonable practicable without causing any increase in the period of interruption or interference with the business take precautions to preserve any things that might prove necessary or useful by way of evidence in connection with any claim;
  - (d) discontinue the use of any damaged machinery and plant unless the company authorised otherwise, and the company shall not be liable in respect of any further interruption or interference with the business arising out of the continued use of any damaged machinery and plant without the company having given its consent in writing to such use until the aforesaid machinery and plant have been repaired to the satisfaction of the company.
8. In the event of a claim being made under this section the insured shall, notwithstanding general condition 6, at the insured's own expense within 30 days after the expiry of the indemnity period (or within such further time as the company may in writing allow) submit to the company a written statement setting forth full particulars of the insured's claim together with details of all other insurances covering the accident or any part of it or consequential loss (of any kind whatsoever) resulting therefrom. The insured shall at his own expense also produce and furnish to the company such books of account and other business books, documents, proofs,



## F&I SECTIONAL TITLE

information, explanation and other evidence as may be reasonably required by the company for the purpose of investigating or verifying the claim, together with (if required) a statutory declaration regarding the truth of the claim and of any matters connected with the claim.

9. If at the time of any accident resulting in a loss insured against under this section there be any other Insurance effected by or on behalf of the insured covering the same loss or any part thereof the company shall not be liable to pay or contribute more than its rateable proportion of any sum payable in respect of the whole of such loss. Provided that the company shall not be liable to pay for or contribute to any loss that is insured by or would but for the existence of this section be insured by any business interruption or loss of profits or consequential loss policy or policies covering marine risks or fire and/or explosion risks.
10. The total amount of the indemnity that is provided under this section shall be payable two weeks after the final determination of such amount. If after the expiry of one month since the beginning of an interruption of or interference with the business and after the expiry of each further month it is possible to determine the minimum amount that the company is liable to pay in respect of the then elapsed period of the aforesaid interruption or interference the insured shall be entitled to demand that the aforesaid minimum amount be paid to the insured as an installment in respect of the total amount of the indemnity that is provided under this section.

**Provided that**

- (a) the company shall be entitled to postpone any payment
    - (i) if there is any doubt as to the insured's right to receive payment until the necessary proof is furnished;
    - (ii) if, as a result of any physical damage or any interruption of or interference with the business any police or penal investigation have been initiated against the insured, until the completion of such investigations.
  - (b) the company shall not be liable to pay interest other than interest for default.
10. In the event of an accident to any machinery and plant that may result in a claim under this section the company shall have the right to take over and control all necessary repairs or replacements.



## F&I SECTIONAL TITLE

11. On the happening of any occurrence in respect of which a claim is or may be made under this section the company and every person authorised by the company (without thereby incurring any liability and without diminishing the right of the company to rely upon any other conditions of this policy) enter any building where the loss has happened and may take possession of or require that any of the machinery and plant be surrendered to them and may keep possession of and deal with such machinery and plant for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and license of the insured to the company so to do. If the insured or anyone acting on his behalf does not comply with the requirements of the company or hinders or obstructs the company during the aforementioned acts, then all benefit under this section shall be forfeited.

### Definitions

#### Gross Profit

The insurance under item 1 of this section is limited to loss of gross profit due to (a) reduction in turnover and (b) Increase in cost of working and the amount payable as indemnity thereunder shall be

- (a) in respect of reduction in turnover: The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the accident fall short of the standard turnover;
- (b) in respect of increase in cost of working: The additional expenditure necessarily and reasonable incurred for the sole purpose of avoiding or diminishing the reduction in turnover that but for that expenditure would have taken place during the indemnity period in consequence of the accident, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided, less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the accident, provided that the amount payable shall be proportionately reduced if the sum insured in respect of item 1 of this section be less than the sum produced by applying the rate of gross profit to the annual turnover.

For the purposes of the insurance under item 1 of this section the expression "gross profit" used in this section shall mean: the amount by which

- (1) the sum of the value of the turnover and the value of the closing stock shall exceed
- (2) the sum of the value of the opening stock and the amount of the specified working expenses.

**F & I Privacy Notice:** <https://fiinsure.co.za/privacy-policy-2/>



## F&I SECTIONAL TITLE

---

"Stock": The values of the opening and closing stocks shall be arrived at in accordance with the insured's normal accountancy methods, due provision being made for depreciation.

"Specified working expenses" - those variable expenses of the business that are specified under the heading "Specified working expenses" in the schedule of this section.

"Turnover" - the money (less discounts allowed) paid or payable to the insured for goods sold and delivered and for services rendered in the course of the business at the premises.

"Indemnity period" - the period, not exceeding the indemnity period stated in the column under the heading "Indemnity period limit" of the list under the heading "List of machinery and plant" in the schedule of this section, commencing with the occurrence of the accident during which the results of the business shall be affected in consequence of such accident, provided always that the company shall not be liable for the amount of the loss arising during the time excess, such time excess to commence as from the beginning of the interruption of or interference with the business resulting in a claim under this section.

"Time excess" – the period stated in the column under the heading "Time excess" of the list under the heading "List of machinery and plant" in the schedule of this section.

"Rate of gross profit" – the rate of gross profit earned on the turnover during the financial year immediately before the date of the accident, to which such adjustments shall be made as may be necessary to provide for the trend of the business and of variations in or special circumstances affecting the business either before or after the accident or that would have affected the business had the accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results that would but for the accident have been obtained during the relative period after the accident.

"Standard turnover" – the turnover during that period in the twelve months immediately before the date of the accident that corresponds to the indemnity period to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or that would have affected the business had the accident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result that but for the accident would have been obtained during the relative period after the accident.

"Annual turnover" – the turnover that but for the accident the insured would have been able to obtain during the 12 month period immediately before either the date when the business is no longer affected or when the indemnity period ends, whichever occurs first.

### **Other premises**

If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.



## F&I SECTIONAL TITLE

---

### Extensions and clauses

#### 1. Overhauls

In determining the amount payable as indemnity under this section due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption of or interference with the business.

#### 2. Benefits after recommissioning

If during a period of 6 months immediately following the recommissioning of the machinery and plant after an accident the insured derives benefit from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the business, such benefits shall be taken into account in determining the amount payable as indemnity under this section.

#### 3. Reinstatement of sum insured

For the period following the occurrence of an accident up to the last day of any (annual) period of insurance the sum insured under this section shall be reinstated by payment of an additional premium on a pro rata basis, such additional premium to be calculated on that part of the aforesaid sum insured that corresponds to the amount paid as indemnity under this section. The sum insured shall, however, remain unaltered.

#### 4. Return of premium

If the insured declares at the latest six months after the expiry of any (annual) period of insurance that the gross profit earned during the accounting period of 12 months most nearly concurrent with the aforesaid (annual) period of insurance, as certified by the insured's auditors, was less than the sum insured thereon, a pro rata return of premium, not exceeding one third of the premium paid on such sum insured for such (annual) period of insurance, shall be made in respect of the difference. If any accident has occurred giving rise to a claim under this section the aforesaid return shall be made in respect only of so much of the aforesaid difference as is not due to such accident