



Takaful Body Corporate Agreement Document

What is Takaful?

Takaful can be translated to simply mean “joint guarantee” – a shared responsibility with the underlying characteristic of “sharing”. Thus, Takaful means shared responsibility, shared guarantee, collective assurance and a mutual undertaking.

Takaful cover offers an alternative source of cover protection with different investment objectives, an approach to surplus distribution and an oversight system with an ethical dimension. Importantly, the element of uncertainty and earning of interest is removed to make the product compliant with Shari’ah law and incorporate the common goal of providing reasonable financial security against unpredicted catastrophe, disaster or risk befalling one’s life and property.

Central to the concept is the belief that a contribution paid is intended as a donation that will help another who is in need. Therefore, all contributions paid by participants are invested in investments which do not bear interest and are aimed at community upliftment projects. Furthermore, any surplus declared from the Fund may be shared with participants (profit-sharing), rolled over for future years or given to charity.

The Takaful Waqf Fund

Purpose of the Waqf Fund

The purpose of the Fund is to grant a benefit to a participant who has suffered a loss or damage in accordance with the rules of the Fund and that the participant is a legitimate participant at the time of such a loss or damage.

Rules of the Waqf Fund

Your Takaful Participation Agreement contain the rules (terms, conditions and warranties) that form the basis of your participation in the Fund. These rules will apply to you so long as you continue to participate in the Fund.

It is important that your Takaful Participation Agreement, your Statement of Cover and any endorsements are read together to avoid any misunderstanding or misinterpretation. Together they show which sections of the Takaful Participation Agreement apply to you and contain details of the cover you have chosen. You should also pay particular attention to the General Conditions and General Exclusions of your Agreement document.

Please make sure that your Takaful Participation Agreement meets your requirements. If it does not, please inform us immediately.

No promotional literature or advice booklets form part of your Takaful Participation Agreement.

Your Contribution to the Waqf Fund

By agreeing to participate in the Fund, you agree to:

1. Contribute the amount stipulated as tabarru' (voluntary contribution that cannot be taken back) into the Fund, and
2. Abide by the rules of the Waqf Fund.

All contributions made into the Fund become the property of the Fund and will be managed in accordance with the rules of the Fund as stipulated by the Shariah Advisory Committee

Surplus of the Waqf Fund

Should a surplus be declared at the end of the financial year, it will be distributed in any one or more of the following avenues as per the approval of the Shariah Advisory Committee:

1. To Participants
 - Participants may be entitled to a share of the surplus provided they have not received any benefits (claims or otherwise) from the Fund.
2. To Qualifying Islamic Institutions
 - A percentage of the surplus may be distributed to qualifying institutions and welfare organisations.
3. As a Fund Reserve
 - A percentage of the surplus may be retained as a reserve for future claims.
 - The initial Waqf corpus (start-up donations) will remain in the Fund and will not be distributed.

Deficit in the Waqf Fund

Should there at any time be a deficit in the Fund, the trustees of the Fund may, at their discretion, request a loan from Bryte Insurance Company Limited to finance this deficit. This loan will be a "qard al hasan" benevolent loan, that will be paid back using any future surpluses and/or income in the Fund.

Shariah Advisory Committee

To ensure that all products comply with Islamic law, the trustees of the Fund have appointed a Shariah Advisory Committee consisting of the following esteemed Ulema:

Sheikh Tauha Karaan (Chairman)
Mufti Ahmed Suliman
Mufti Zubair Bayat

Mufti Yusuf Suliman
Mufti Ashraf Qureshi

Should you have any Shariah enquiries about your participation in the Fund, please address these to takaful.info@brytesa.com.

Our Agreement with you

This is an agreement between you and the Waqf Fund, administered by Bryte Takaful on behalf of Bryte Insurance Company Limited.

By accepting this agreement you:

- Accept the Waqf Fund and its Rules;
- Accept Bryte Takaful as the appointed trustees of the Waqf Fund; and
- Agree to contribute the amount stipulated in your Statement of Cover as a tabarru' (voluntary contribution) to the Waqf Fund.

Benefits and Contributions to the Waqf Fund

The purpose of your contribution is to enable the Fund to assist beneficiaries of the Fund. The rules of the Fund govern the circumstances under which a benefit will be paid to you.

Our Commitment to you

1. To provide you with the highest level of service;
2. To provide you with an innovative range of Shariah compliant products
3. To pay claims fairly and promptly as stipulated in your Takaful Participation Agreement.

Queries and Complaints

Should you have any query or complaint regarding your Takaful Participation Agreement, please address it to takaful.info@brytesa.com.

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General

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 contribution by or on behalf of the participant and receipt thereof by or on behalf of the company, the company specified in the statement of cover agrees to indemnify or compensate the participant 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 cover and as otherwise provided under the within sections up to the sums covered, limits of indemnity, compensation and other amounts specified.

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

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

General Exceptions

1. War, riot and terrorism

- a. This agreement 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 or
 - 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 1(a) (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of clause 1(a) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this agreement, the burden of proving the contrary shall rest on the participant.

- b. This agreement 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 Cover and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this agreement applies.
- c. Notwithstanding any provision of this agreement including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this agreement 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 agreement, the burden of proving the contrary shall rest on the participant.

2. Nuclear

This agreement does not cover any legal liability, loss, damage, cost, expense, death or bodily injury whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- a. ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- b. nuclear material, nuclear fission or fusion, nuclear radiation;
- c. nuclear explosives or any nuclear weapon;
- d. nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purposes of this exception only, combustion shall include any self-sustaining process of nuclear fission.

3. Computer losses

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

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

- a. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or 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 participant or not.

Special extension to General exception 3

Loss or destruction of or damage to the participant property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General exception. The special perils that are not excluded for the purpose of this special extension are damage caused by

- a. storm, wind, water, hail or snow excluding damage to property
 - i. arising from its undergoing any process necessarily involving the use or application of water.
 - ii. caused by tidal wave originating from earthquake or volcanic eruption.
 - iii. in the underground workings of any mine.
 - iv. in the open (other than buildings structures and plant designed to exist or operate in the open).
 - v. in any structure not completely roofed.
 - vi. being retaining walls
- b. aircraft and other aerial devices or articles dropped therefrom.
- c. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

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

This Special extension will not cover any loss, destruction, damage or consequential loss if it would not have been covered in the absence of this Computer Losses General exception and this Special extension.

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

4. Asbestos

Applicable to the Buildings, Liability and Employer's Liability sections.

Notwithstanding any provision of this agreement including any exclusion, exception or extension or other provision which would otherwise override a general exception, this agreement 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.

General Conditions

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

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

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

2. **Other cover**

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

3. a. **Cancellation**

This agreement or any section may be cancelled by the company giving 31 days' notice in writing (or such other period as may be mutually agreed). The participant can cancel the agreement with immediate effect.

On cancellation by the participant, the company shall be entitled to retain the customary short period or minimum contribution for the period the agreement or section has been in force, unless cooling-off rights apply. On cancellation by the company, the participant shall be entitled to claim a pro-rata proportion of the contribution for the remainder of the period of cover from the date of cancellation.

3. b. **Continuation of cover (where contribution is payable by bank debit order or by transmission account)**

The contribution is due in advance and, if it is not received by the company by due date, this cover shall be deemed to have been cancelled at midnight on the last day of the preceding period of cover unless the participant 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 contribution is payable monthly, and the first day of

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

3. C. **A amendments to terms and conditions**

Bryte /the company (align to agreement language) may, at its discretion and on providing you with 31 days written notice to your Business's nominated email address, make changes to the terms and conditions of this Agreement, as and when it deems necessary.

4. **Adjustment of contribution**

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

5. Prevention of loss

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

6. Claims

- a. On the happening of any event which may result in a claim under this agreement the participant shall, at their own expense
 - i. give notice thereof to the company within 30 days or as soon as reasonably possible and provide particulars of any other cover covering such events as are hereby covered.
 - 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 proof, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the participant in connection with the event giving rise to the claim.
- b. No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as the company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the participant's legal liability to a third party.
- c. No claim shall be payable unless the covered 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 agreement in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the participant 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 participant's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the participant fail to render assistance in terms of this condition when called upon to do so, the participant shall immediately become liable to repay to the company all amounts paid in respect of the claim.

7. Company's rights after an event

- a. On the happening of any event in respect of which a claim is or may be made under this agreement, 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 agreement
 - 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 participant to the company to do so. The participant 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 participant the defence or settlement of any claim and prosecute in the name of the participant 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 participant without the written consent of the company.
- b. The participant 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 participant whether such things shall be required before or after such indemnification.

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

8. Fraud

If any claim under this agreement be in any respect fraudulent, or if any fraudulent means or devices be used by the Participant or anyone acting on his behalf to obtain any benefit under this Agreement, or if any accident, loss, destruction, damage or liability be occasioned by the wilful act or with the connivance of the Participant, all benefits under the claim shall be forfeited and the agreement will be cancelled.

9. Reinstatement of cover after loss (not applicable to any section where it is stated to be not applicable)

In consideration of sums covered not being reduced where appropriate by the amount of any loss, the participant shall pay additional contribution 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 cover.

10. Breach of conditions

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

11. No rights to other persons

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

12. Collective covers

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

“give the leading company on behalf of the companies such proofs, information and sworn declaration as the companies may require and forward to the leading company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the participant in connection with the event giving rise to the claim.” and General condition 7 is substituted by the following:

General Provisions

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

1. Claims preparation costs

The cover by each section of this agreement is extended to include costs and expenses reasonably incurred by the participant in producing and certifying any particulars or details required by the company in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim is R50 000, plus any amount stated in the statement of cover to each section against an item for additional claim preparation costs.

2. 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 participant, if required, at the discretion of the company.

3. First amount payable

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

4. Members

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

5. Liability under more than one section

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

6. Meaning of words

The statement of cover and any endorsements thereto and the Takaful agreement 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.

7. Contribution payment

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

The company shall not be obliged to accept contribution 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.

8. Holding covered

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

9. Statement of cover sums covered blank

If, in a statement of cover of this agreement, the sum covered, limit of indemnity or compensation is

- a. left blank or has no monetary amount stipulated against it;
- b. reflected as nil or not applicable or not covered or no indemnity extended;

this means the defined event or circumstance shown in the statement of cover is not covered by the agreement.

10. Security firms

If an employee of a security firm employed by the participant under a agreement causes loss or damage, the company agrees, if in terms of the said contract the participant 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 section of this statement of cover that the company's rights have been prejudiced by the terms of any contract entered into between the participant and any security provider relating to the protection of the participant property.

11. Communicable Disease Exclusion

1. Notwithstanding any other provision of this agreement to the contrary, this agreement does not cover any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of, attributable to, resulting from, originating from, occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property covered hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property covered hereunder.
4. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
5. All other terms, conditions and exclusions of the agreement remain the same. If the Company alleges that by reason of this exclusion, any loss, damage or liability is not covered by this Agreement the burden of proving the contrary rests on the Participant.

12. Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto this Agreement excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;
 regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. This exclusion supersedes and, if in conflict with any other wording in the Agreement or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Participant or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

13. Sanctions clause

Notwithstanding any other terms under this cover agreement, no company shall be deemed to provide coverage or will make any payments or provide any service or benefit to any participant or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the participant would violate any applicable trade or economic sanctions law or regulation.

Protection of Personal Information

We at Bryte, respect your constitutional right to privacy. We are committed to and bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI") regarding the acquisition, usage, retention, transmission and deletion of your personal information. We will check and validate the information you provide through legal means. We have high level security measures in place to protect your personal information.

Your personal information herein collected is for the primary purpose of providing you with cover and for all other activities and processes incidental to and relevant to this purpose. Your information shall be kept confidential, however, we shall disclose it to certain third parties as required and other companies for the specific purpose of cover and to reduce and prevent any form of fraudulent activity. Sharing of information includes, but is not limited to, information sharing as arranged via the South African Insurance Association.

You hereby give consent and fully understand the reason for Bryte to process, use, share and retain your personal information for its designated purpose and you confirm the accuracy of the information.

You may request Bryte to amend, update, change or correct your personal information processed by us by sending a request to your broker or your nearest Bryte offices

For a full version of the Consent to process Personal Information is available on this link (https://www.brytesa.com/pdf/Consent_to_Process_Personal_Information.pdf) for download

Should you decide to cancel this cover agreement you further consent to Bryte retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only.

Should you decide not to accept the proposal, the information collected, will be de-identified and only used for statistical and research purposes.

DEFINITIONS

1. Act

The Sectional Titles Act No. 95 of 1986 as amended or replaced from time to time.

2. Business

The duties of a Body Corporate in terms of the Act and the registered rules agreed by them.

3. Body Corporate

The controlling body of the building's described in the statement of cover.

4. Owner

All registered owners of a Unit including the spouse and children and other persons normally residing with him/her.

5. Scheme

The Sectional Titles Development Scheme.

6. Section

A section as shown on the sectional plan bearing the number as stated in the statement of cover.

7. Common Property

That part of the property covered which does not form part of a section and described in the Sectional Plan stated in the statement of cover.

8. Unit

The section designated on the Sectional Plan including its undivided share in the common property apportioned to it in accordance with its participation quota.

9. Participation Quota in the Common Property

The participation quota of a section or of the owner of a section shall be that proportion designated in the Sectional Plan and/or Rules of the Controlling Body.

10. Trustees

The elected trustees of the Body Corporate.

11. Employee

Any employee of the Body Corporate but excluding any Managing Agents.

12. The Participant

The participant shall include all owners and mortgagees of registered mortgage bonds over the units in the scheme for their respective rights and interests.

13. Buildings

Shall be deemed to include all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the statement of cover) and sporting and recreational, structures, swimming pool machinery, borehole motors, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts and fences, and tarred or paved roads, driveways, parking areas or paths.

14. Contents

Shall be deemed to be all moveable property excluding

1. property more specifically covered
2. motor vehicles trailers caravans ride on lawnmowers watercraft (other than canoes) aircraft and their accessories other than models
3. domestic and other animals
4. trade goods of any description intended for resale other than goods .
5. precious metals and stones, jewellery
6. Medals, stamp and coin collections

BODY CORPORATE SECTION

Sections:

1. Loss or damage to the buildings as provided for in section 1.
2. Accidental damage to Public supply connections as provided for in section 2.
3. Loss of rent as provided for in section 3.
4. Accidental damage as provided for in section 4.
5. Office contents as provided for in section 5.
6. Legal liabilities as provided for in section 6.
7. Trustee's indemnities as provided for in section 7.
8. Employers' liabilities as provided for in section 8.
9. All Risks as provided for in section 9.
10. Money as provided for in section 10.
11. Fidelity as provided for in section 11.
12. Machinery breakdown as provided for in section 12.
13. Glass as provided for in section 13.

Provided that

No amount shall be payable in terms of sections 1 to 5, 9, 12 and 13 except in the event of actual physical loss of or damage to the covered property, notwithstanding that the covered property may have been deemed to have been destroyed in terms of Section 48 of the Act, as amended or replaced from time to time, and the provisions of that section shall not apply in regard to the application or interpretation of this agreement.

Section 1

Buildings

Defined Events

Loss of or damage to the buildings situated as stated in the statement of cover by:

1. fire, lightning, thunderbolt, subterranean fire, explosion.
2. storm, wind, water, hail or snow other than,
 - a. that arising from its undergoing any process necessarily involving the use or application of water,
 - b. wear and tear or gradual deterioration,
 - c. loss or damage
 - i. to retaining walls; other than where a certificate is issued by a professional engineer certifying construction of the retaining walls to be in accordance with building laws and regulations.
 - ii. caused by or aggravated by
 - A. subsidence or landslip
 - B. the participant's failure to take all reasonable precautions for the maintenance and safety of the property covered and for the minimisation of any destruction or damage.
3. earthquake.
4. aircraft and other aerial devices or articles dropped there from.
5. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles.
6. bursting or overflowing of water tanks apparatus or pipes including damage to such apparatus or pipes.
7. sudden and unforeseen escape of oil from any fixed oil-fired heating installation forming part of the building.
8. theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from the building. If any building or part of the building covered becomes unoccupied for 30 consecutive days, this defined event is suspended as regards the unoccupied building or part of the building, unless the participant, before the occurrence of loss or damage, obtains the written agreement of the company to continue this peril. During the period of the initial un-occupancy of 30 consecutive days the participant shall become a co-company 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.
9. accidental breakage or collapse of radio or television aerials, satellite dishes, aerial fittings or masts.
10. accidental damage to or breakage of glass or sanitaryware such as fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas, stoves, mirror glass, fixed wash-basins, pedestals, sinks, lavatory pans, splashbacks and cisterns (excluding denting, chipping, scratching, cracking or other disfiguration not affecting the operation of the item).
11. damage to boundary walls, garden walls, gates, posts, fences and electric fences by theft or any attempt thereat.
12. costs and expenses necessarily incurred by the participant 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 a covered peril provided that the total amount recoverable shall not exceed the sum covered. This peril will only be operative if the participant can produce evidence of a current ASIB certificate at the time of the loss.

Specific Condition

Average

If the property covered is, at the commencement of any damage to such property by any peril covered against, collectively of greater value than the sum covered thereon, then the participant shall be considered as being their own company 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. This condition shall apply to the individual units excluding the owners interest in the land and not to the property as a whole.

Replacement by Similar Styles and Materials

Where a Building has architectural features and structural materials of a particular ornamental, antique or historical character, or the materials are not readily available the company shall be permitted to calculate the cost of repairing, replacing or rebuilding the building by reference to cost of repairing, replacing or rebuilding a similar type of building of current design and materials and of a reasonably equivalent utility and capacity.

Energy Performance and Sustainable Buildings

The cover under includes:

1. additional cost incurred to reinstate the damaged property to a standard above the minimum required under the prevailing National Building Regulations (SANS 10400 Part XA) or other regulations under any Act of parliament or bye-laws of any public authority, carried out in order to obtain the Green Star SA Certification issued by the Green Building Council of South Africa .
2. the reasonable additional cost arising from the use of alternative materials or sources of materials in accordance with the principles of the National Building Regulation on Environmental and Sustainability standards.

Provided always that:

- a. The total amount recoverable under this clause shall not exceed 10% of the sum covered on the property affected
- b. the company will not be liable for any undamaged portions of the Property Covered
- c. the company will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of the works funded by the application of this clause
- d. the company will not be liable for the cost incurred in complying with National Building Regulations or any other regulations under or framed in pursuance of any Act of parliament or bye-laws of any public authority under which notice has been served upon the participant prior to the happening of the damage
- e. if the liability of the company is reduced by the application of average, the liability of the company under this clause will be reduced in like manner

Flood Resilience and Flood Protection

In the event of damage to the covered property by flood, the cover in respect of such property includes the additional costs of reinstatement incurred with the prior written agreement of the company in:

1. utilisation of materials with improved water resilience
2. the relocation within the same building of replacement landlords' fixtures and fittings covered under this agreement to an area of reduced exposure to damage by water arising from flood.
3. utilisation of flood protection products and methods including specialist consultant fees,
4. preventing escape of flood waters from drains or normal water courses and sewers
5. preventing inundation of water from adjacent ground for the purposes of providing protection against future damage. Provided that the company's liability shall not exceed R50 000

Fire Extinguishing Charges

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the covered 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 participant is legally liable for such costs and the property covered was in danger from the fire.

Cost of Demolition and Clearing and Erection of Hoardings

The cover under this section includes costs necessarily incurred by the participant in respect of the demolition of property covered 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 covered by a defined event, provided that the total amount recoverable shall not exceed the sum covered 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 covered by this agreement/section.

Architects and Other Professional Fees

The cover under this section includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property covered 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 covered on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the participant's claim.

Capital Additions

The cover under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) covered) to the property other than stock and materials in trade for an amount not exceeding 15 percent of the sum covered thereon, it being understood that the participant undertakes to advise the company each quarter of such alterations, additions and improvements and to pay the appropriate additional contribution thereon.

Municipal Plans Scrutiny Fee

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

Public Authorities Requirements

The cover under this section includes such additional costs of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, divisional, 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 covered by this section.
 - iii. under which notice has been served upon the participant 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 cover) of that portion damaged.

- b. the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen.
 - c. the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the company under this clause not being thereby increased.
3. if the liability of the company under any item of this agreement apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then the liability of the company under this clause in respect of any such item shall be reduced in like proportion.
4. the total amount recoverable under any item of this section shall not exceed the sum covered thereby.

Reinstatement Value Conditions

In the event of the property being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the covered 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 participant 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 participant in replacing or reinstating the property, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein,
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the covered property had been damaged exceeds the sum covered thereon at the commencement of any damage to such property by a defined peril, then the participant shall be considered as being their own company for the excess and shall bear a rateable proportion of the loss accordingly. Each unit of the list of units (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 participant 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 participant is unable or unwilling to replace or reinstate the property on the same or another site.

Floor Space Ratio

1. Where a building is destroyed or damaged and the relevant statutory authority permits reinstatement only to a reduced floor space ratio index, the company will pay the participant the difference between:
 - a. the actual cost of reinstatement to comply with the reduced floor space ratio index; and
 - b. the cost of reinstatement had the reduced floor space ratio index not applied.

The company may, at its option, allow you to purchase land on which to replace the building to the extent of the reduction in the floor space ratio.

2. The company will only pay for the floor space ratio benefit described above when the Limit of Liability is not otherwise exhausted.

Specific Exclusions

In addition to the general exclusions applying to all sections of the agreement the company will not pay for:

1. consequential loss of any kind other than as specifically covered in Section 1;
2. any legal liability of any kind except the participant's legal liability as described under the extensions Removal of Debris and Personal Property Under Control of Body Corporate;
3. damage to any:
 - a. animals;
 - b. awnings and blinds made of textile or fabric more than ten (10) years old caused by wind, rainwater or hail;
 - c. Building or other covered property which are vacated and undergoing demolition;
 - d. Building or other covered property which is in the course of construction, erection, alteration or addition where the total agreement value of such work exceeds R100 000;
 - e. docks, wharves and piers not forming part of any building;
 - f. Money;
 - g. pathways, driveways and tennis court surfaces caused by wind, rainwater or hail;
 - h. personal property in open air unless it is part of the Common Area Contents designed to function without the protection of walls or a roof;
 - i. pool and spa covers caused by wind, rainwater or hail;
 - j. retaining walls caused by wind, rainwater or hail;
 - k. swimming pools, spas or surrounds caused by movement of their foundations or structure;
4. damage arising directly or indirectly out of or in any way connected with:
 - a. change in texture or finish;
 - b. creeping, heaving or vibration;
 - c. demolition ordered by any lawful authority due to the participant's or any agent of the participant failure to obtain necessary building, construction or development consents or permits;
 - d. erosion, subsidence, landslide, mudslide, or any other earth movement or collapse unless the damage arises out of an earthquake or seismological disturbance, explosion or physical impact by Aircraft;
 - e. error or omission in design, plan or specification or failure of design;
 - f. faulty materials or faulty workmanship;
 - g. hydrostatic pressure, changes in the water table, accidental breakage, chipping or lifting of swimming pools, spas and their surrounds including tiles and pavers;
 - h. incorrect siting of any building;
 - i. inherent vice or latent defect;
 - j. kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereof;
 - k. lack of maintenance or any other failure to keep any Covered Property in good repair;
 - l. mechanical, hydraulic, electrical or electronic breakdown except to the extent covered by extension Damage to Domestic Electric Motors;
 - m. mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature;
 - n. normal settling, seepage, shrinkage or expansion in Buildings or foundations, walls, pavements, roads and other structural improvements;
 - o. removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair;

- p. roots of trees or other plants;
 - q. spontaneous combustion, fermentation or heating or any process involving the direct application of heat except that this exclusion will be limited to the item or items immediately affected and will not extend to other Damaged Covered Property as a result of such combustion, fermentation or heating process;
 - r. smoke or smut from industrial operations;
 - s. the actions of birds, vermin, moths, termites or other pests; or
- wear and tear, corrosion, rust or oxidation, fading, chipping, scratching or marring, gradual deterioration or developing flaws, concrete or brick 'cancer', normal upkeep or making good.

Clauses and Extensions

Claims For Damaged Common Area Contents

1. In respect of a claim for Damaged Common Area Contents, the company will at its option pay the reasonable cost of repairing or replacing the item of Common Area Contents to a condition, which is substantially the same as when new, but not better or more extensive than when new.
2. The maximum that the company will pay in respect of any one loss or series of losses arising out of one event relating to:
 - a. Common Area Contents that are not in open air is the Limit of Liability specified in the statement of cover against Common Area Contents;
 - b. Common Area Contents that are in open air or In Transit is R5 000.
3. When Damage occurs to an item of Common Areas Contents which:
 - a. is part of a set, the company will only pay for the reasonable cost of repairing or replacing the item itself as a proportion of the reasonable cost of repairing or replacing the whole set, notwithstanding that the set is less valuable by reason of it being incomplete;
 - b. is a wall, floor or ceiling covering (including carpets, blinds and curtains), the company will only pay for the cost of repairing or replacing such item in the room, hall or passage in which the Damage occurred.

Intercom Systems

This Section is extended to cover the theft of sim cards from any intercom system provided that the liability of the company shall only attach upon receipt of a statement detailing charges levied to unauthorised telephone numbers. The liability of the company shall not exceed R5 000 from any one event or R10 000 in any one annual period of cover.

Storage of Unit Owners Contents

Costs of removing, storing and returning undamaged Unit Owner's Contents necessarily and reasonably incurred as a result of damage to covered property occurring during the period of cover caused by an event not excluded under this Section 1 that renders a Unit uninhabitable.

The company will pay this additional benefit up to a maximum of R20 000 while the subject Unit is incapable of housing the undamaged Unit Owners Contents.

The amount that the company will pay in respect of such costs is reduced by any amount payable under any other cover agreement benefiting a Unit Owner in respect of those costs.

Damage to Domestic Electric Motors

Subject to the limit stated in the statement of cover the company will pay costs necessarily and reasonably incurred by the participant in repairing or replacing an electric motor within an electrical machine used for domestic purposes comprising part of covered property which has burnt out during the Period of Cover by electric current.

The company will not pay for:

1. motors covered by any form of warranty;
2. motors with an output greater than five (5) kilowatts (5kW);
3. motors more than ten(10) years old;
4. other parts of any electrical machine;
5. non-electrical components such as bearings, seals and solenoids;
6. lighting filaments or heating elements;
7. fuses or protective devices;
8. electrical contacts or switches at which sparking or arcing occurs during ordinary operation;
9. costs of flushing or recharging with refrigerant; or
10. any additional costs arising from loss of use of the machine.

The company will not pay any benefit under this extension if cover has been selected under Section 11 (Machinery Breakdown) of this Agreement.

Domestic Pets

Costs of temporary boarding of a Unit Owner's domestic pet normally kept at the situation necessarily and reasonably incurred as a result of damage to Covered Property occurring during the period of cover caused by an event not excluded under Section 1 that renders the affected Unit uninhabitable.

The maximum amount that the company will pay for under this extension is R1 000 for each affected Unit subject to a limit of R10 000 for any one loss or series of losses arising out of one event.

Locating Source of Leak

Costs necessarily and reasonably incurred by the participant in:

1. locating the source of leaking, bursting, discharging, or overflowing of tanks, apparatus or pipes used to carry water or oil (including damage to other property necessary to effect the repair or replacement) and repairing or replacing the defective part or parts of such tanks, apparatus or pipes up to a limit of R5 000 per event;
2. cleaning up any pollution damage to land at the Situation, as a direct result of leakage described under this extension, up to a limit of R5 000.

provided that the leaking, bursting, discharging or overflow occurs during the period of cover and is caused by an event not excluded by the Agreement.

Maintenance Fees

Maintenance fees and levies required to be paid to the participant by a Unit Owner for the period during which the Unit has become uninhabitable as a result of Damage occurring during the Period of Cover and covered under Section 1.

The maximum that the company will pay for under this extension is R1 000 per Unit subject to a limit of R10 000 for any one loss or series of losses arising out of one event.

The company reserves its right of subrogation to recover the outstanding maintenance fees from the relevant Unit Owner or Owners.

Personal Property Under Control of Body Corporate

The personal property of others that is lost, destroyed or damaged from any cause not excluded by this section while in the participant's physical or legal control.

For the purposes of this additional benefit, "others" means any person not covered under this Agreement, including persons employed by the participant.

The maximum that the company will pay for under this extension is R10 000 for any one loss or series of losses arising out of one event.

Rewriting of Records

Costs necessarily and reasonably incurred by the participant in preparing and/or rewriting the records of the Body Corporate which have been damaged during the Period of Cover from an event not excluded by this section:

1. at the Situation;
2. while in the safe keeping of a duly appointed Body Corporate Manager; or
3. at a bank for safekeeping.

The maximum that the company will pay for under this extension is R5 000 in any one annual Period of Cover.

Storage of Common Area Contents

Costs of removing, storing and returning undamaged Common Area Contents necessarily and reasonably incurred as a result of damage to covered property occurring during the period of cover caused by an event not excluded under Section 1 that renders the subject Common Area incapable of housing the undamaged Common Area Contents.

The company will pay under this extension while the subject Common Area is incapable of housing the undamaged Common Area Contents, provided that the maximum amount the company will pay under this extension is R10 000 any one loss or series of losses arising out of one event.

Certificate of Title

The company will pay up to R5 000 per Certificate, subject to a limit of R20 000 for any one loss or series of losses arising out of one event, to replace the Certificate of Title documents for Unit Owners if they are destroyed or Damaged as a result of Damage covered by this Section 1.

Removal of water from basement

The company will pay up to R5 000 for the necessary and immediate removal of water from the basement of the building directly caused by a storm event covered by this section. The company will not pay if the water inundation is caused by any excluded peril.

Unit Owners' fixtures

The company will pay up to R1 000 per Unit, subject to a limit of R10 000 for any one loss or series of losses arising out of one event, for damage to Unit Owners fixtures permanently attached to or fixed to the covered building arising from damage covered under Section 1 but the company will only pay in excess of the cover provided under any Unit Owner's home or contents cover agreement covering Unit Owners' fixtures.

Subsidence and landslip extension (if stated in the statement of cover to be included)

Damage caused by subsidence or landslip provided that the participant shall bear the first portion of each and every claim up to an amount calculated at 1 percent of the sum covered on the property or R500 whichever is the greater.

This extension does not cover;

1. damage to drains, water course, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically covered.

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 covered premises.
 - b. workmen engaged in making any structural alterations, additions or repairs to any building situated at the covered premises.
 - c. excavation on or under land other than excavations in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent when specifically covered under this section.

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

Limited Subsidence and Landslip

The company shall indemnify the participant for damage to the covered property caused by subsidence and landslip. The participant shall bear the first portion of each and every claim up to an amount calculated at one percent of the sum covered of the property covered minimum R5000 whichever is the greater.

This extension does not cover;

1. loss or damage to drains, water courses, boundary walls, screen and retaining walls, garden walls, gate posts, gates and fences, driveways, paving, swimming pools, tennis courts;
2. damage caused by or attributable to;
 - a. the contraction and/or expansion of soil due to the moisture content of such soil as experienced in clay and/or similar soil types;
 - b. faulty design or construction of or removal or weakening of support to any covered building situated at the premises;
 - c. workmen engaged in making any structural alterations, additions or repairs to any covered building situated at the premises;
 - d. excavation on (surface) or under land (subterranean) other than excavation in the course of mining operations
3. consequential loss of any kind whatsoever except loss of rent when/if specifically covered.

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

Damage to Landscaped Gardens

The company will indemnify the participant for the replacement of landscaped trees, plants or shrubs on the premises following loss of or damage by fire, fire fighting operations, explosion, impact by vehicles, aircraft or other aerial devices or articles dropped there from, limited to R25,000 per event.

Escalation

During each period of cover the sum covered in respect of property covered under this section shall be increased by that portion of the percentage specified in the statement of cover which the number of days since the commencement of such period bears to the whole of such period. Unless otherwise agreed, these provisions shall only apply to the sum covered in force at the commencement of the period of cover.

At each renewal date, the participant shall notify the company of the sums to be covered for the forthcoming period of cover and the percentage increase required for such period, In default thereof, the provisions of this clause shall cease to apply.

The additional contribution for this extension shall be 50 percent of the contribution produced by applying the percentage specified to the annual contribution for the sum covered to which this extension applies.

Home modifications

Should the owner become permanently disabled following a defined event, which gives rise to a claim admitted by the company, that results in the owner being permanently dependant on a wheelchair the company will pay an amount not exceeding R20 000 for alterations to the owners property to facilitate the use of such wheelchair.

Leakage

The company will indemnify the participant up to a maximum of R20 000 for any one loss or series of losses arising out of one event for damage caused by discharge or leakage from fire extinguishing installations.

Locks and Keys

The company will indemnify the participant for the cost of replacing locks, keys and access devices of the covered premises following a loss for which the company has admitted liability under Defined event 8, limited to R10,000 for any one loss or series of losses arising out of one event.

Loss of Water

The Company will indemnify the participant against charges raised by a local authority for water lost through leakage from pipes in any unit or on the common property, where the participant is responsible to pay the charge for such water, provided that

1. the consumption reading must be at least 50% more than the average of the previous four readings.
2. the participant takes immediate steps to repair the pipe(s) affected on discovery of a leak (by physical evidence or on receipt of an abnormally high water account).

This extension does not cover

1. the cost of repairs to leaking pipes.
2. more than two separate incidents in any period of twelve months.
3. loss of water
 - a. as a result of leaking taps, water heating apparatus or toilet systems.
 - b. from swimming pool structures or inlet or outlet pipes.
 - c. whilst property is unoccupied for a period in excess of 30 days.
 - d. as a result of the deliberate act of the Participant or any person acting on his behalf. Provided that the liability of the company shall not exceed R10 000.

Maintenance and Cleaning Equipment

This agreement is extended to include cover as defined in Defined events 1 to 5 and 8 in respect of equipment owned by the participant for maintaining and cleaning the premises, subject to a limit of R10 000 for any one loss or series of losses arising out of one event.

Malicious Damage

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

1. contents which are,
 - a. stolen,
 - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by the participant,
2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the participant,

3. immovable property owned or occupied by the participant occasioned by or through or in consequence of,
- a. the removal or partial removal or any attempt thereof of,
 - b. the demolition or partial demolition or any attempt thereof of,
- the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover,
- i. loss or damage related to or caused by fire or explosion,
 - ii. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically covered,
 - iii. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
 - iv. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - v. loss or damage related to or caused by any occurrence referred to in General Exception 1 (a) (i), (ii), (iii), (iv), (v) or (vi) of this agreement or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrences.

If the company alleges that, by reason of proviso (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this agreement, the burden of proving the contrary shall rest on the participant.

If any building or part of the building becomes unoccupied for 30 consecutive days the cover in respect of this extension is suspended as regards the unoccupied building or part of the building, unless the participant, 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 participant shall become a co-company 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.

Medical emergency treatment costs

If any watchman, caretaker, building supervisor or gardener in the permanent employment of the participant for the purposes of safe-guarding or maintaining the property described in the statement of cover is the victim of unlawful physical assault while in the course and scope of his/her employment, the Company will indemnify the participant on behalf of such employee or employee's estate

1. up to R10 000 in respect of medical emergency treatment costs and expenses, including ambulance and hospital fees,
provided that,
 - a. any medical emergency treatment costs and expenses recoverable or received in terms of any Workmen's Compensation Enactment shall be deducted from the indemnity provided under (1) above,
 - b. the Company's maximum liability under this section shall be R 10 000.

Removal of Trees

The company will indemnify the participant for the cost of removing trees when they have fallen upon and caused damage to the covered property, limited to R10,000 per event.

Swimming Pool/Borehole Pump Extension

Indemnity is extended to cover swimming pool and jacuzzi machinery or borehole pumps in domestic use 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 participant the value thereof limited to R10 000 per claim.

Theft of Landlord's Exterior Fixtures and Fittings

Theft of exterior landlord's fixtures and fittings removed by forcible and violent means from the building, limited to the amount stated in the statement of cover. If any building or part of the building covered becomes unoccupied for 30 consecutive days, this defined event 8 is suspended as regards the unoccupied building or part of the building, unless the participant, before the occurrence of loss or damage, obtains the written agreement of the company to continue this peril. During the period of the initial un-occupancy of 30 consecutive days the participant shall become a co-company 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.

Watchmen

The company will indemnify the participant for the costs reasonably incurred in employing watchmen following an event which gives rise to a claim for which liability is admitted by the company, limited to R10 000 per event.

Mortgagee

1. The interest of any mortgagee(s) in the cover under this section shall not be prejudiced by
 - a. any act or neglect of the Body Corporate or any of the owners of units as defined in the Sectional Titles Act No. 95 of 1986, or
 - b. by any misrepresentation or non-disclosure by the Body Corporate or any of the owners of the units at the time when the cover is effected or renewed during the currency thereof, or
 - c. by the alienation of the property, or
 - d. by the occupation thereof for purposes more hazardous than are permitted by the agreement, provided that,
 - i. such act, neglect, misrepresentation, non-disclosure, alienation or occupation shall have been effected without the knowledge or privy of the mortgagee(s) and
 - ii. the mortgagee(s) shall notify the company of the happening or existence of such act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as same shall come to his or her knowledge,
 - iii. the mortgagee(s) shall, on reasonable demand, pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such Increased hazard may be, or shall have been, assumed by the company during the continuance of the cover, and
 - iv. any compensation payable in terms of this section shall be payable direct to the mortgagee(s) of the particular unit in the order of preference of their bonds up to the value allocated to the particular unit in this agreement or the aggregate of the amounts due by the unit owner to the mortgagees under their mortgage bonds, whichever is the lesser.
2. All and any amounts becoming payable by the company shall, unless otherwise resolved or ordered in terms of Section 48 of the Sectional Titles Act to be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 48 of the Sectional Titles Act that such damage should not be reinstated, the proceeds of any claim applicable to the unit shall be made in the first place to the mortgagee(s) of the particular unit up to the value allocated to the particular unit in this agreement or the aggregate of the amounts due by the unit owner to the mortgagee(s) under their mortgage bonds, whichever is the lesser.
3. The Condition of Average Clause incorporated within the agreement applies to the individual units (excluding the owner's interest in the land) and not to the Scheme as a whole.

Railway and Other Subrogation

The participant 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.

Temporary Removal

Except in so far as otherwise covered, landlords' fixtures and fittings are covered whilst temporarily removed to any other premises, including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, 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

The cover shall not be invalidated by an act or omission on the part of a tenant (other than the participant) provided that the Body Corporate or owners notifies the company as soon as such act or omission comes to their knowledge and pay on demand the appropriate additional contribution.

Owners

The cover shall not be invalidated by any act or omission on the part of an owner of a unit except

1. if the act or omission was committed by all the owners in concert.
2. in respect of damage to a section belonging to the owner whose act or omission caused the damage.

Notwithstanding this exception the interest of the Body Corporate shall not be invalidated by any such act or omission of which they were not aware.

Power Surge

The cover under this section is extended to include damage to the landlord's fixtures and fittings forming part of buildings covered under this section caused by power surge.

Provided that;

1. the company's liability shall not exceed R25,000 in respect of any one event.
2. the company shall not be liable for the first 10% of claim with a minimum of R1 500.

Geysers and water pipes

The company will indemnify the participant in respect of defined event 6 for bursting, leaking or overflowing of domestic heating installations or pipes including damage to such installations or pipes, the property of the participant, installed in and forming part of the buildings subject to a limit of R15 000. Repairs limited to R1000 per event.

Provided that the company shall not be liable for:

- a. the first R1500 of each and every event for replacement of geyser where there is not resultant water damage.
- b. the first 10% of claim minimum R2500 for any event that includes resultant water damage.

Mortgage Discharge Fees

The company shall pay for Legal fees necessarily and reasonably incurred by Unit Owners, subject to a limit of R10 000 for any one loss or series of losses arising out of one event, to discharge their mortgage in the event that the building is completely destroyed, or in such a condition as to make it uneconomical to repair, replace or rebuild.

Section 2

Public Supply Connections

Defined Events

Accidental damage to water, sewerage, gas, electricity and telecommunication connections on the property of the participant or for which they are legally responsible between the property covered and the public supply or mains. subject to the limit stated in the statement of cover.

Section 3

Rent

Defined Events

1. Loss of Rent Receivable from Tenants

Loss of rent as a result of the property covered being so damaged by a defined event specified in section 1 as to be rendered untenable but only for the period necessary for reinstatement and for an amount not exceeding 25 percent of the sum covered on the affected unit or section of the property. The basis of calculation shall be the rent receivable of the unit or section unfurnished or its equivalent in rental value.

2. Owners Alternative Accommodation

In consequence of the property being so damaged by any of the Defined events specified in section 1 as to be rendered untenable, the company will indemnify the participant in respect of the reasonable cost of equivalent accommodation up to a limit of 25 percent of the sum covered on the affected unit. The indemnity period shall be limited to the period necessary for the reinstatement of the unit.

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

Memoranda

Average

If the property cover is, at the commencement of any damage to such property by any peril covered against, collectively of greater value than the sum covered thereon, then the participant shall be considered as being their own company 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. This condition shall apply to the individual units excluding the owners interest in the land and not to the property as a whole.

Extensions

Prevention of Access

If property within a 10 km radius of the premises stated in the statement of cover is lost or damaged by a defined event in section 1 during the period of cover and this prevents or hinders the use of or access to the property covered by this section, the company will pay any loss of rent the participant may incur as a result thereof up to an amount not exceeding 25 percent of the sum covered on the affected property. The loss of rent calculation will be based on the rent receivable (for an unfurnished unit) immediately preceding the damage.

Failure of Supply of Services By Public Utility

Loss of Rent for a Tenanted Unit or Temporary Accommodation Costs for an Owner Occupied Unit incurred by reason of the Unit becoming uninhabitable:

1. as a result of the failure of supply to the Unit of electricity, gas, water or sewerage services by a public utility; and
2. where the failure of supply resulted from damage to property belonging to or under the control of the public utility occurring during the Period of Cover by an event not excluded under Section 1.

The Company will pay Loss of Rent or Temporary Accommodation Costs in the circumstances described above only for the period that:

- a. commences 24 hours after the failure of supply occurs; and
- b. ends 30 days later or at the time the services are reinstated, whichever first occurs.

Public Authority Closure

Loss of Rent for a Tenanted Unit or Temporary Accommodation Costs for an Owner Occupied Unit incurred as a result of the Unit not being able to be inhabited by reason of an order of a government authority made during the Period of Cover because of a murder or suicide occurring at the Situation.

The company will pay Loss of Rent or Temporary Accommodation Costs in the circumstances described above only for the period that:

1. commences at the time such government order becomes effective; and
2. ends 30 days later or at the time the order is revoked, whichever first occurs.

Section 4

Accidental Damage

Defined Events

Accidental physical loss of or damage to the covered property, as defined below, at or about the premises not otherwise covered or for which cover is available and described (whether incorporated in this agreement or not) in terms of any section (other than Section 9 – All Risks) listed in the index of this agreement.

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

Definition

Covered property

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

1. current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, unused MVA tokens, and other certificates, documents or instruments of a negotiable nature;
2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
3. property in transit by air, inland waterway or sea;
4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers;
5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives;
6. electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
7. property in the course of construction, erection or dismantling including materials or supplies related thereto;
8. property in the possession of participants under lease, rental, credit or suspensive sale agreements;
9. glass, china, earthenware, marble and other fragile or brittle objects; (unless stated in the statement of cover to be covered).

Specific Exceptions

The company shall not be liable for damage resulting from,

1. any Defined event excluded or circumstance precluded from any other cover available from the company at inception hereof or for any first amount payable by the participant under such section, 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 a pair, set or collection without regard to any special value such item may have as a 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. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant.
6. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).
7. loss of or damage to property covered caused by
 - a. any fraudulent scheme, trick, device or false pretence practised on the participant (or any person having custody of the property covered) or fraud or the dishonesty of any principal or agent of the participant.
 - 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, electronic and/or mechanical derangement.
 - d. altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon.
 - e. fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear.
 - f. domestic pets, termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
8. settlement or bedding down, ground heave, collapse or cracking of structures or the removal or weakening of support to any property covered.
9.
 - a. loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container.
 - b. loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes.
10. damage to irrigation equipment,
11. denting, chipping, scratching or cracking not affecting the operation of the item.

Clauses and Extensions

Additional Costs

In respect of property covered, the sum covered includes,

1. any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following a covered event, provided that such costs do not include,
 - a. anything for which notice had been served on the participant prior to the covered event,
 - b. anything connected with undamaged property or undamaged portions of property,
 - c. rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the covered property,
 2. fees for the examination of municipal or other plans,
 3. costs necessarily incurred by the participant in the demolition, removal of debris and in providing, erecting and maintaining hoardings required during demolition and rebuilding,
 4. the professional fees of architects, quantity surveyors and other consultants,
 5. charges levied by any authorised fire brigade for their services,
- but the company shall not be liable under (1), (2) or (4) unless the damaged property is replaced or reinstated without undue delay nor under (4) for any expenses in connection with the preparation of the participant's claim.

Further, the company shall not be liable under (3) for any costs or expenses,

- a. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site,
- b. arising from pollution or contamination of property not covered by this agreement/section

Mortgagee

1. The interest of any mortgagee(s) in the cover under this section shall not be prejudiced by
 - a. any act or neglect of the Body Corporate or any of the owners of units as defined in the Sectional Titles Act No. 95 of 1986, or
 - b. by any misrepresentation or non-disclosure by the Body Corporate or any of the owners of the units at the time when the cover is effected or renewed during the currency thereof, or
 - c. by the alienation of the property, or
 - d. by the occupation thereof for purposes more hazardous than are permitted by the agreement, provided that,
 - i. such act, neglect, misrepresentation, non-disclosure, alienation or occupation shall have been effected without the knowledge or privy of the mortgagee(s) and
 - ii. the mortgagee(s) shall notify the company of the happening or existence of such act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as same shall come to his or her knowledge,
 - iii. the mortgagee(s) shall, on reasonable demand, pay the additional charge for any increase of hazard thereby created according to the established scale of rates, for the time such increased hazard may be, or shall have been, assumed by the company during the continuance of the cover, and
 - iv. any compensation payable in terms of this section shall be payable direct to the mortgagee(s) of the particular unit in the order of preference of their bonds up to the value allocated to the particular unit in this agreement or the aggregate of the amounts due by the unit owner to the mortgagees under their mortgage bonds, whichever is the lesser.
2. All and any amounts becoming payable by the company shall, unless otherwise resolved or ordered in terms of Section 48 of the Sectional Titles Act to be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 48 of the Sectional Titles Act that such damage should not be reinstated, the proceeds of any claim applicable to the unit shall be made in the first place to the mortgagee(s) of the particular unit up to the value allocated to the particular unit in this agreement or the aggregate of the amounts due by the unit owner to the mortgagee(s) under their mortgage bonds, whichever is the lesser.
3. The Condition of Average Clause incorporated within the agreement applies to the individual units (excluding the owner's interest in the land) and not to the Scheme as a whole.

Tenants

The cover shall not be invalidated by an act or omission on the part of a tenant (other than the participant) provided that the Body Corporate or owners notifies the company as soon as such act or omission comes to their knowledge and pay on demand the appropriate additional contribution.

Owners

The cover shall not be invalidated by any act or omission on the part of an owner of a unit except

1. if the act or omission was committed by all the owners in concert.
2. in respect of damage to a section belonging to the owner whose act or omission caused the damage.

Notwithstanding this exception the interest of the Body Corporate shall not be invalidated by any such act or omission of which they were not aware.

Memoranda

Average

If the property covered is, at the commencement of any damage to such property by any peril covered against, collectively of greater value than the sum covered thereon, then the participant shall be considered as being their own company 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. This condition shall apply to the individual units excluding the owners interest in the land and not to the property as a whole.

Section 5

Office Contents

Defined Events

Loss of or damage to the contents of the office (including electronic data processing equipment), foyer, clubhouse, gatehouse, reception and laundry, belonging to the body corporate or for which the body corporate is responsible, situate as stated in the statement of cover by:

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

Limit of Liability

The liability of the company under this section shall not exceed the sum covered as stated in the statement of cover.

Average

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

Specific exception

This section does not cover

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe and Malawi.
2. designs, patterns, models or moulds (except to the extent that the said articles are covered in terms this section), stock-in-trade, samples, motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones.
3. the first 10 percent of the indemnifiable amount or R1,500 whichever is the greater if the loss or damage is due to lightning strikes.

Clauses and Extensions

Theft by forcible entry extension

This section of the agreement is extended to include:

1. Theft accompanied by forcible and violent entry into or exit from the office, foyer, clubhouse, gatehouse, reception and laundry, or any attempt thereat or as a result of the theft (or any attempt thereat) following violence or threat of violence.

Provided that

- a. the company will not be liable under this section for theft or attempted theft by any member of the body corporate, trustee(s) or employee(s) of the body corporate.

- b. the amount payable will be reduced by the first amount payable shown in the statement of cover for this extension.
- c. the maximum amount payable will not exceed the sum covered shown in the statement of cover for this extension less its first amount payable.

Malicious Damage

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

1. contents, which are,
 - a. stolen,
 - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by the participant,
2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the participant,
3. immovable property owned or occupied by the participant 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,

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

If the company alleges that, by reason of proviso (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this agreement, the burden of proving the contrary shall rest on the participant.

If any building or part of the building becomes unoccupied for 30 consecutive days the cover in respect of this extension is suspended as regards the unoccupied building or part of the building, unless the participant, 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 participant 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.

Section 6

Liability

Defined Events

Damages which the participant shall become legally liable as owner (but not as occupier) of the property to pay consequent upon death of or bodily injury to or illness of any person (hereinafter termed injury) or loss of or physical damage to tangible property (hereinafter termed damage) which occurred in the course of or in connection with the ownership of the covered property within the territorial limits and on or after the retroactive date shown in the statement of cover, and which results in a claim or claims first being made against the participant in writing during the period of cover.

Limit of Indemnity

The amount payable inclusive of any legal costs recoverable from the participant 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 statement of cover.

Specific Exceptions

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

1. injury or damage sustained by,
 - a. any trustee or member of the same household as the participant,
 - b. any person employed by the participant under a agreement of service or apprenticeship and arising directly from and in the course of such employment by the participant,
 - c. any other person resulting from the ownership of or use by or on behalf of the participant of mechanically propelled vehicles (except pedal cycles and lawnmowers),
2. damage to property,
 - a.
 - i. belonging to the participant,
 - ii. in the custody or control of the participant or any employee of the participant,
 - 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 participant 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 agreement to cover any liability, which would not have been covered under this agreement 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 Eswatini,
 - b. costs and expenses of litigation recovered by any claimant from the participant which are not incurred in and recoverable in the area described in 6(a) above,

7. Liability consequent upon injury or damage
 - a. caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the participant.
 - b. caused by or through or in connection with the ownership, possession or use by or on behalf of the participant 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 participant 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 covered by any other cover agreement.
 - 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.
8. liability consequent upon injury to any person employed by the participant under a agreement of service or apprenticeship and arising from and in the course of such employment by the participant.
9. any claim arising from an event known to the participant
 - 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 participant within the 48 month period (or extended period in respect of minors) as specified in Specific condition 2.
11. assault and/or battery (including sexual assault) or wrongful arrest and/or detention unless committed for the purpose of preventing or eliminating danger to persons or property.
12. the construction, erection, alteration, addition, renovation or demolition of any building by the participant or on the participant's behalf where the agreement value of the work exceeds R2,500,000.
13. the conduct of any business or profession or the provision of any services by the participant other than as owner of Covered Property.
14. The participant shall be responsible for the first amount payable as stated in the statement of cover 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 participant.
15. liability arising out of the deliberate, conscious or intentional disregard by the Participant, the Participant's technical or administrative management of the need to take all reasonable steps to prevent claims.

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 participant 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 participant on the same day that the participant reported the event to the company.
2. In the event of cancellation or non-renewal of the agreement
 - a. any claim resulting from a reported event, first made in writing against the participant during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the participant on the same day that the participant 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 participant 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 cover.
 - ii. any subsequent claim first made in writing against the participant 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 participant by one or more than one claimant during any period of cover 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 participant
 - a. on the date that the event was reported by the participant in terms of General condition 6 or
 - b. if the participant 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 participant.

Extensions

Additional covered

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

1. in the event of the death of the participant, any personal representative of the participant in respect of liability incurred by the participant.
2. any partner or director or employee of the participant (if the participant so requests) against any claim for which the participant is entitled to indemnity under this cover.
3. to the extent required by the conditions of any agreement (and notwithstanding Specific exception 3), and in connection with any liability arising from the performance of the agreement, any employer named in any agreement entered into by the participant for the purpose of the business. provided that
 - a. the aggregate liability of the company is not increased beyond the limits of indemnity stated in the statement of cover.
 - b. any person or organisation to which this extension applies is not entitled to indemnity under any other agreement.
 - c. the indemnity under 1,2 and 3 applies only in respect of liability for which the participant would have been entitled to indemnity if the claim had been made against the participant.

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 cover in so far as they can apply.

Car Parks

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

Cross Liabilities

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

Emergency Medical Expenses

The company will indemnify the participant for all reasonable expenses incurred by the participant 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 participant in terms of this section.

Employees and Visitor's Property

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

Legal Defence Costs

If the participant so requests, the company will indemnify any employee, partner, trustee or director of the participant against costs and expenses not exceeding R50 000 for any one event and R100 000 in any one (annual) period of cover and incurred by and on behalf of such a 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 participant arising from an alleged contravention of the statutes as herein defined during the period of cover, provided that,

1. 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.
2. 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,
3. such person shall, as though he were the participant, observe, fulfil and be subject to the terms, exceptions and conditions of this agreement and this section thereof in so far as they can apply.

The Statutes

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

The Electricity Act No. 40 of 1958 (as amended), and/or any other Act or Ordinance pertaining to the supply of electricity.

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

Security Firms

Notwithstanding Specific exception 3, if in terms of a agreement with a security firm engaged to protect the participant's property the participant 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 agreement of service to the participant and not the security firm, but not exceeding the limit of liability stated in the statement of cover.

If, at the time of an event giving rise to a claim, the security firm is entitled to indemnity under any other agreement 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 agreement.

Wrongful Arrest and Defamation

The defined events are extended to include damages,

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

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

Section 7

Trustees Indemnity

Defined Events

The company will indemnify

1. the Trustees for all sums that they shall become legally liable to pay for which they are not indemnified by the Body Corporate or
2. the Body Corporate for all sums they shall become legally liable to pay for which they grant indemnification to the Trustees as permitted or required by The Act, Regulations and Management Rules, which occurred on or after the retroactive date shown in the statement of cover in respect of any claim first being made against the Trustees and / or Body Corporate in writing during the period of cover.

Provided that the company's limit of indemnity (including costs and expenses) shall not exceed the amount stated in the statement of cover for any one event and in any one (annual) period of cover.

Definitions

Claim

1. a written or verbal allegation of any Wrongful Act communicated to the Trustees and / or Body Corporate or
2. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against the Trustees and / or Body Corporate alleging any Wrongful Act or
3. a criminal proceeding commenced by summons or charge against the Trustees and / or Body Corporate alleging any Wrongful Act.

Costs and Expenses

Costs, charges and expenses incurred by the company or with their consent in the investigation, defence, monitoring or settlement of any claim.

Loss

The amount payable in respect of a claim made against the Trustee(s) and / or Body Corporate for a Wrongful Act and will include damages, judgments, settlements, orders for costs and Costs and Expenses.

Wrongful Act

Any error, misstatement, act or omission, neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by the Trustees or any matter claimed against the Trustees solely by reason of the Trustees serving on the Body Corporate as Office Bearers.

Where any such Wrongful Act results in more than one claim all such claims will jointly constitute one Loss and be deemed to have originated in the earliest agreement year in which any of such Wrongful Acts is first reported to the company.

Specific Conditions

In addition to the general conditions

1. A Trustee must give written notice to the company of any Claim made against the Trustee within 21 days of receipt of the Claim.
2. The Trustee and the Body Corporate must give all reasonable assistance to and cooperate with the company in the defence of any Claim at the Trustee's and the Body Corporate's cost.
3. Neither the Trustee nor the Body Corporate should admit liability, settle any Claim, assume any obligation nor incur any Defence Costs without the company's prior written consent.

4. The company has the right to negotiate, defend or settle any Claim against the Trustee in the Trustee's name and will have full discretion in the conduct of any proceedings or in the settlement of any Claim.
5. If the company is liable under this section to provide indemnity for only part of a Loss because either:
 - a. a Claim includes matters both covered and not covered by this section; or
 - b. a Claim is made against a Trustee and other persons (including but not limited to the Body Corporate),
 then the Trustee and the company must use their best endeavours to agree a fair allocation of Loss (including in relation to Defence Costs) between Loss covered and loss not covered under this section having regard to:
 - i. the Trustee's relative legal exposure to liability in respect of matters covered and not covered by this section; and
 - ii. the Trustee's and the other person's relative legal exposure to liability in respect of the Claim.

Where the Trustee and the company are unable to agree upon a fair allocation of Loss, the company will be entitled to brief Senior Counsel (to be mutually agreed or, in default of agreement, to be selected by the then President of the local Bar Association or Council, or equivalent organisation in the relevant Territory) to provide an opinion binding on the Trustee and the company as to the fair allocation of Loss. The costs of obtaining this opinion will be paid by the company as part of the Defence Costs.

6. Any claim first made in writing against the participant 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 participant on the same day that the participant reported the event to the company.
7. In the event of cancellation or non-renewal of the agreement
 - a. any claim resulting from a reported event, first made in writing against the participant during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the participant on the same day that the participant 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 participant 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 cover,
 - ii. any subsequent claim first made in writing against the participant 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 7(a) above.
8. Any series of claims made against the participant by one or more than one claimant during any period of cover 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 participant, on the date that the event was reported by the participant in terms of General Condition 6, or if the participant 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 participant.

Specific Exceptions

The company will not indemnify the Trustees and / or Body Corporate in respect of,

1. any liability for the payment of VAT.
2. any remuneration for which the Body Corporate or trustee(s) is/are legally liable.
3. any indemnity claimed or claimable in terms of any other cover or otherwise more specifically covered or excluded by any section of this agreement.
4. loss or liability arising from circumstances which were known to the Trustees and / or Body Corporate or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a claim against the participant, prior to the inception of this agreement.
5. claims for death, bodily injury, sickness, disease or damage to property.

6. loss or liability arising out of a publication or utterance of libel or slander or other defamatory or disparaging material.
7. any Trustee(s) gaining or having gained any personal profit or advantage to which they were not legally entitled or for which they may be held accountable to the Body Corporate or any individual member thereof.
8. any Trustee(s) committing any wrongful act(s) or omission knowing such action(s) to be criminal or illegal, fraudulent or dishonest or of malicious intent.
9. fines, penalties, punitive or exemplary, vindictive or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
10. monies or gratuity given to any Trustee(s) without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Management Rules of the Body Corporate or prescribed law.
11. a conflict of duty or interest of any Trustee(s).
12. any intentional exercise of the power of the Trustee(s) for the purpose other than the purpose for which such powers were conferred by the Management Rules of the Body Corporate.
13. any wrongful act made or in any way intimated before the inception date of the cover.
14.
 - 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 Eswatini.
 - b. costs and expenses of litigation recovered by any claimant from the Trustee(s) and / or Body Corporate which are not incurred in and recoverable in the area described in 14(a) above.
15. claim or circumstances of which the Body Corporate, or any Trustee against whom the Claim is made, was aware or ought reasonably to have been aware, prior to the period of cover.
16. any profit or advantage gained by a Trustee where that Trustee was not legally entitled or for which the Trustee may be held accountable to the Body Corporate, Unit Owner or any other person or entity.
17. money or gratuity given to a Trustee without authorisation by the Body Corporate where such authorisation is necessary pursuant to the rules, by-laws or articles of the Body Corporate or as required by law.
18. any warranty or guarantee.
19. any trading or personal debt of a Trustee or the Body Corporate.
20. death, bodily injury, sickness or disease of any person, or damage to, or loss or of loss of use of, any tangible property.
21. breach of any obligation owed to any employee of a Trustee or the Body Corporate.
22. the effecting or maintenance of cover, or any failure to effect or maintain cover.
23. any intentional exercise of a power where the exercise of the power is for a purpose other than the purpose for which the power was conferred.

Section 8

Employers' Liability

Defined Events

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

Limit of Indemnity

The amount payable, inclusive of any legal costs recoverable from the participant 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 statement of cover.

Territorial Limits

Anywhere in the world but not in connection with,

1. any business carried on by the participant at or from premises outside or
2. any agreement for the performance of work outside,

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

Specific Exceptions

This section does not cover

1. liability assumed by the participant under any agreement, undertaking or agreement where such liability would not have attached to the participant in the absence of such agreement, undertaking or agreement.
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.
3. fines, penalties, punitive, exemplary or vindictive damages.
4.
 - 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 Eswatini.
 - b. costs and expenses of litigation recovered by any claimant from the participant which are not incurred in and recoverable in the area described in (4) (i) above.
5. any claim arising from an event known to the participant
 - a. which is not reported to the company in terms of General Condition 6.
 - b. prior to inception of this section.
6. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the participant within the 48-month period (or extended period in respect of minors) as specified in Specific Condition 2.

Specific Conditions

1. Any claim first made in writing against the participant 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 participant on the same day that the participant reported the event to the company.
2. In the event of cancellation or non-renewal of the agreement
 - a. any claim resulting from a reported event, first made in writing against the participant during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the participant on the same day that the participant 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 participant 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 cover,
 - ii. any subsequent claim first made in writing against the participant 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 participant by one or more than one claimant during any period of cover 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 participant,
 - a. on the date that the event was reported by the participant in terms of General Condition 6, or
 - b. if the participant 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 participant.

Extensions

Principals

Where a principal and the participant are liable for the same damages, and where any agreement or agreement between a principal and the participant so requires, the company will, notwithstanding the aforementioned Specific Exception (1) above, indemnify the principal in like manner to the participant, 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 participant or the participant's employees, provided that

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

Legal Expenses Cover for Breach of Statute or Employment Practices

Subject to the exclusions and conditions below, the company will pay legal costs and disbursements for which any Trustee or employee of the Body Corporate may become liable to pay or incurs in defence or appeal in connection with proceedings that are first commenced against such person during the period of cover and reported to the company during the period of cover:

1. related to any alleged breach of any occupational health and safety legislation; or
2. arising out of a dispute with an employee, former employee or prospective employee of the Body Corporate concerning Employment Practices.

The maximum that the company will pay for this extension is R100,000 in any one annual period of cover. For each and every claim made under this extension the participant must pay an Excess of R2,500.

Specific Conditions applicable to Legal Expense Cover for Breach of Statute or Employment Practices

No legal costs and disbursements that may be covered by this extension must be incurred without first obtaining the company's prior written consent. If the company's prior written consent is not obtained, the Body Corporate's entitlement to cover under this extension may be forfeited.

The company shall not be obliged to pay any legal costs and disbursements under this extension unless it is satisfied that the Trustee or employee has good prospects of successfully defending or appealing the proceedings and that the legal costs and disbursements are both reasonable and necessary.

The company has the sole right to choose the legal representative to act on behalf of the Trustee or employee in the proceedings.

Specific Exclusions Applicable to Legal Expense Cover for Breach of Statute or Employment Practices

In addition to the general exclusions of the agreement and the specific exclusions applying to this section, the company will not pay any legal costs and disbursements incurred or payable in connection with any proceeding:

1. where the participant has not sought and obtained the company's prior written consent to the incurring of those legal costs and disbursements;
2. where the participant was aware or ought reasonably to have been aware of facts, matters or circumstances potentially giving rise to that proceeding prior to the period of cover;
3. in which relief is sought by way of penalty, fine or aggravated, exemplary or punitive damages;
4. in which defamation, libel or slander is alleged (other than in relation to Employment Practices);
5. in which fraud or dishonesty is alleged;
6. in which a conflict of interest is alleged;
7. in which a failure to obtain cover or appropriate cover is alleged;
8. claiming compensation or an award of damages;
9. relating to any matter where cover is available under another Section of this Agreement, notwithstanding that such cover was not taken out.

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."

Section 9

Business All Risks

Defined

Events

Loss of or damage to the whole or part of the property described in the statement of cover while in, on or about the premises covered caused by any accident or misfortune not otherwise excluded provided that the participant shall be responsible for the first amount payable stated in the statement of cover 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 loss of or damage resulting from or caused by,

1. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded.
2. wear and tear, gradual deterioration, any process of cleaning, repair or restoring or as a result of light, atmospheric or climatic conditions unless following an accident or misfortune not otherwise excluded.
3. scratching, denting or chipping not affecting the operation of the item.
4. during the fitting, adjustment, repair or dismantling of any covered item.
5. Loss of or damage to property resulting from or caused by
 - a. inherent vice or defect, vermin, insects, damp, mildew or rust.
 - b. the dishonesty of any principal, partner, director, trustee or employee of the participant whether acting alone or in collusion with others.
 - c. theft from any unattended vehicle in the custody or control of the participant or any principal, partner, director or employee of the participant 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.
 - d. its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration.
 - e. detention, confiscation or requisition by customs or other officials or authorities.

Specific conditions

Average

If the total value of property covered 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 covered thereon, the participant shall be considered as being his own company for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the statement of cover covering such property shall be separately subject to this condition.

Section 10

Money

Defined Events

Loss of or damage to money (as defined) at the situation, provided that the liability of the company for all loss or damage attributable to one source or original cause shall not exceed the limits as stated.

Definitions:

Money: shall mean cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage and revenue stamps or other instruments of a negotiable nature, all the property of the participant and/or for which they are responsible as owners of the property, but not as tenants.

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

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

Situation

Whilst in or at the premises specified in the statement of cover, or in transit thereto or there from for the purpose of deposit or withdrawal.

Extensions

Receptacles and Clothing

In addition to any payment in respect of a defined event, the company will indemnify the participant 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 clothing shall not exceed R5,000, and in respect of receptacles, the amount stated in the statement of cover or R5,000 whichever is the greater.

Locks and Keys

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

provided that

1. the company's liability shall not exceed R10,000 in respect of any one event.
2. the company shall not be liable for the first R500 of each and every event.

Personal Accident Assault

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 participant or to any trustee or employee of the participant (hereinafter in this extension referred to as such person) while such person is acting in the course of his duties in the participant's employ.

The company will pay to the participant, on behalf of such person or his estate, the amount stated under Event Limits in the event of a bodily injury to such person resulting within 12 calendar months in,

Event Limits

- | | |
|--|---------|
| 1. Death, or total and permanent disability | R10,000 |
| 2. Loss or loss of use of one or more limbs at or above the wrist or ankle | R10,000 |
| 3. Loss or loss of use of one or both eyes | R10,000 |

Limitations Clause

The liability of the company under this extension is limited to R 10,000 per event.

Proviso

1. This extension shall not apply to any person under 15 or over 70 years of age.
2. After suffering bodily injury for which benefit maybe 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.
3. General Conditions 2 and 9 do not apply to this extension.
4. 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.

Specific Exceptions

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

1. arising from shortage due to error or omission.
2. arising from dishonesty of any trustee, member of the body corporate or employee of the participant, not discovered within 14 working days of the occurrence thereof.
3. arising from the use of keys to any safe or strongroom unless the keys
 - a. are obtained by violence or threats of violence.
 - b. are used by the keyholder or some other person with the collusion of the keyholder and the participant 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 participant unless a principal, partner, director or employee of the participant is actually in such 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.

Specific Warranty

It is hereby warranted that the transport of money to and from the bank is made as follows;

1. up to R10,000, by one responsible person,
2. between R 10,001 and R 30,000, by two responsible persons,
3. over R30,000, by an approved professional security company.

It is further warranted that the transit of money between the participant's premises and the bank will be uninterrupted. This does not apply where money is transported by an approved professional security company.

Special conditions applicable to cheques

First amount payable applicable to theft of cheques

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

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

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

1. Drawing and crossing of cheques

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

- a. Delete the pre-printed words "or bearer". This limits the possibility of the drawee bank paying out to a bearer who might not be entitled to payment.
- b. If instead of "or bearer" your cheque has pre-printed on it "or order" these words must also be deleted.

- c. Write on the face of the cheque the words “not transferable”.
- d. Cross the cheque by drawing two parallel lines across the cheque.
- e. Write the words “not negotiable” between the two parallel lines referred to in (d) above.
- f. Ensure that the payee is accurately, properly and fully described. For example where the payee is a company its full name should be used: RH Jones (Pty) Ltd not just RH Jones. Where the bank account number or CC number of the payee is known this should be included after the name of the payee, for example, “RH Jones (Pty) Ltd, Co No: 69/123456” or “RH Jones (Pty) Ltd ABC Bank account no: 123456789”.

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

- g. In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures.
- h. An example of this method of drawing a cheque is attached as Annexure A.

Money section/6

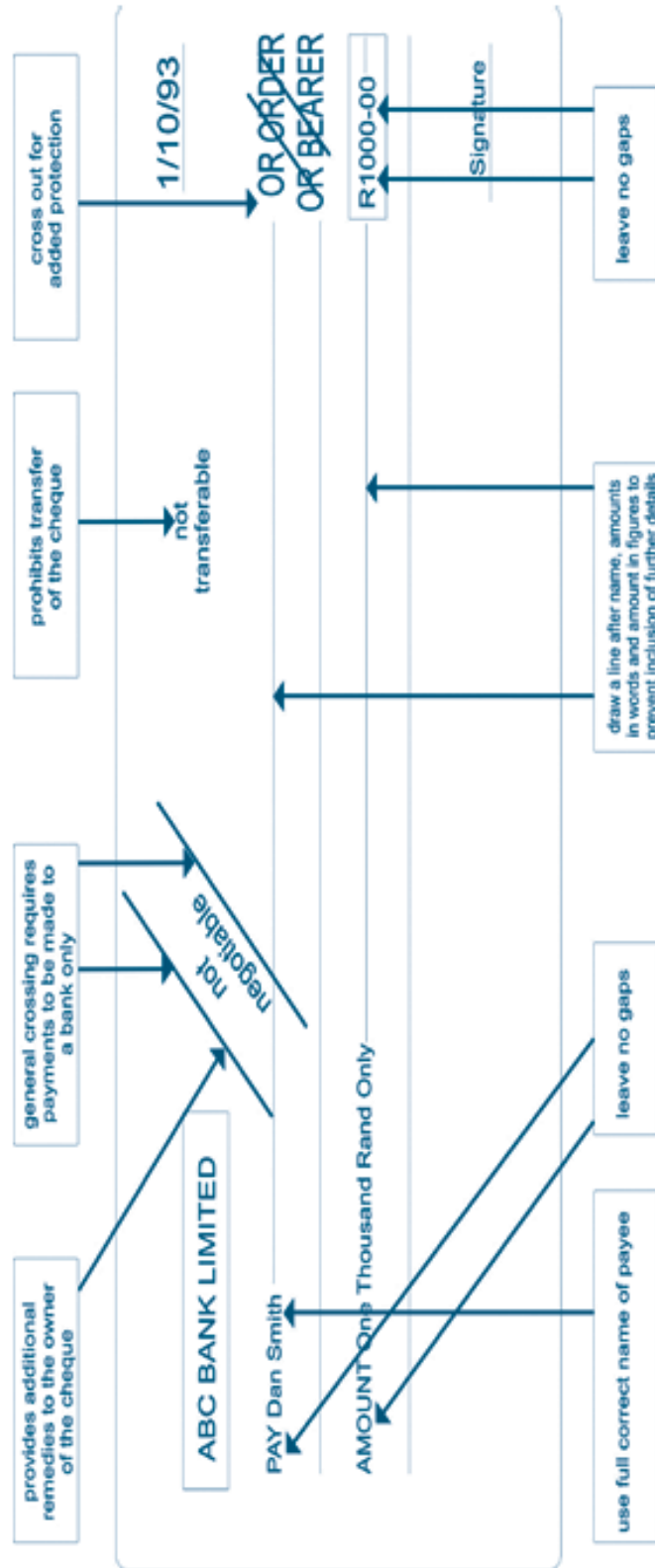
- i. On the front of the cheque the wording listed in Annexure B (last page of this section) should be printed. Please ensure that space is left on the rear of the cheque for bank stamps and endorsements.
- j. All the markings on a cheque should be legible and clearly visible. Persons drawing cheques should not use abbreviated or different versions of the terminology used in the example. The words “not neg” and a crossing using a rubber stamp containing a rectangle rather than two parallel lines are worthless.
- k. The method used to complete cheques should be one which makes an ink impression on the paper, like handwriting, a typewriter or a dot matrix printer. The ribbon used on the printer/typewriter should be of the type which impregnates the paper with ink. Do not use
 - i. old ribbons.
 - ii. laser printers which do not make an impression into the paper.
 - iii. the “reverse printing technique”.
 - iv. correctable type ribbons.

2. Printing of blank cheques

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

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

ANNEXURE A – SAIA RECOMMENDED CHEQUE



Section 11

Fidelity

Defined events

1. Loss of money and/or property belonging to the participant or for which they are responsible, stolen by a covered employee during the currency of this section.
2. Direct financial loss sustained by the participant as a result of fraud or dishonesty of a covered employee all of which occurs during the currency of this section which results in dishonest personal financial gain for the employee concerned provided that
 - 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 12 months after the termination of
 - i. this section, or
 - ii. this section in respect of any covered employee concerned in a loss, or
 - iii. the employment of the covered employee or the last of the covered employees concerned in a loss whichever occurs first.
 - c. the liability of the company for all losses shall not exceed the sum covered stated in the statement of cover whether involving any one employee or any number of employees acting in collusion or independently of each other.
3. renewal of this cover from period to period or any extension of any period of cover shall not have the effect of accumulating or increasing the liability of the company beyond the sum covered stated in the statement of cover. If the period of cover is less than 12 months the company's liability is limited to the sum stated in the statement of cover during any twelve month period of cover calculated from inception or renewal.
4. 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

1. any person while employed under a agreement of service with or apprenticeship to the participant;
2. any person while hired or seconded from any other party into the service of the participant; who the participant 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 participant
3. Any scheme executive, managing agent or agreement or other person acting on behalf of or under the direction of the managing agent or other agent of the Body Corporate who in the normal course of the Body Corporate's affairs have access to or control over the monies of the participant.

Specific Exceptions

1. The company shall not be liable for,
 - a. loss resulting from or contributed to by
 - i. the fraud or dishonesty of any trustee or employee from the time the participant shall become aware that such trustee or employee has committed any fraud or dishonesty.
 - ii. any partner in or of the participant to the extent that such partner would benefit by indemnity granted under this agreement.
 - iii. any principal, director or member of the participant unless such director or member is also an employee.
 - b. consequential losses of any kind following losses referred to under defined events

2. The company shall not be liable for any
 - a. loss unless the participant has previously exhausted their rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not;
 - b. loss connected with any further Event committed by the same person or persons after the initial discovery of loss;
 - c. loss arising out of an Event committed prior to the Period of Cover; or
 - d. consequential loss of any kind or nature.
3. This section does not cover any company or other legal entity acquired during the period of cover.
4. The company will not be liable for any loss arising directly or indirectly from or having any connection with:
 - a. the conduct of any person if the participant has any prior knowledge of any prior act of fraud or dishonesty by that person;
 - b. loss or part of a loss where proof of its existence or amount depends on any comparison of inventory records with a physical count or a profit and loss computation, except that this exclusion will not apply to the extent that the participant is able to prove the amount of the loss through other evidence unrelated to comparison or computation; or
 - c. loss arising from a failure to make payment or of default under a loan or other credit transaction.

Specific conditions

1. The participant 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 participant may
 - a. change the remuneration and conditions of service any employee.
 - b. make such other changes as are approved beforehand in writing by the participant's auditors.
2. If the participant shall sustain any loss to which this section applies which exceeds the amount payable hereunder in respect of such loss, the participant shall be entitled to all recoveries (except from suretyship, cover, recover, 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 participant to the extent of his co-cover in terms of item 2 the compulsory first amount payable clause.

Clauses and extensions

Accountants clause

Any particulars or details contained in the participant'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 participant's auditors or professional accountants and their certificate shall be prima facie evidence of the particulars and details to which it relates.

Extended cover for past employees extension

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

Compulsory first amount payable

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

1. 2 percent of the aggregate of the sum covered under this section and the declared cover of R60,000 whichever is the lesser, plus

2. a further amount of 10 percent of the nett amount payable after deduction of the amount specified in 1 above.

Both amounts shall be borne in full by the participant and remain un-covered.

Memoranda

1. In the event of the discovery of any loss resulting from a defined event, the participant 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 instruction 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 covered shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.

Section 12

Machinery Breakdown

Defined Events

Sudden and unforeseen physical damage to the machinery of swimming pools, saunas, spa baths, jacuzzi's, automatic gates, garage doors, escalators and lifts, borehole pumps, air-conditioning plant, hoists, transformers and electrical switchgear, all used for domestic purposes only, installed at the premises,

1. whilst at work or at rest,
2. whilst being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position in the course of these operations themselves or subsequent re-erection,

provided that the company will not be responsible for the cost of any alteration or overhauls carried out on the occasion of a repair or reinstatement

Basis of indemnification

1. Partial loss

If the covered machinery suffers damage the basis of indemnification shall be the costs and expenses reasonably and necessarily incurred to restore the damaged machinery to its working condition immediately before the occurrence of the damage including the costs of gaining access dismantling re-erection as well as ordinary freight and customs dues provided that

- a. the value of parts which can be used in any way whatsoever will be deducted.
- b. the costs of any alteration addition improvement or overhaul carried out at the time of repair or replacement are not recoverable under this Agreement.
- c. if without the consent of the Company temporary repairs are carried out by the Participant in the interests of safety or to minimise further loss or damage to the Covered Property 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 Covered Property any additional costs so incurred or consequences arising therefrom will be for the account of the Participant.
- d. where the damage is restricted to a part or parts of a covered item the Company shall not be liable for an amount greater than the value of such part or parts which are lost or damaged as allowed for within the Sum covered.

2. Total loss

In the event that the plant or machinery is totally destroyed the amount payable shall be the cost of removing the damaged machinery less the value of the remains plus

- a. the cost of replacing or reinstating on the same site machinery of equal size output or capacity but not superior to or more extensive than the covered item insofar as is practicable or;
- b.
 - i. the local market value of the machinery immediately before the loss being the value of similar machinery of equal age size output or capacity;
 - ii. where similar machinery is not available the amount payable shall be the installed new replacement value of the nearest higher equivalent machinery depreciated by 5% per annum;

whichever is the lower of (a) or (b) (but always with a minimum residual value of 25% of the new replacement value of (b) (i) or (ii) whichever is applicable reduced proportionally should the condition of average apply.

In all cases of Sums covered reflecting anything other than New Replacement Value any reference to payment in settlement of a minimum % value of the installed New Replacement Value is deleted.

The covered item shall be regarded as totally destroyed if the repair costs (as defined under (i) Partial Loss) equal or exceed the values as defined in 2(b) (i) or (ii) (whichever is applicable) immediately before the loss. No depreciation will be applied to machinery under 3 years of age.

Memoranda

1. Transit and temporary premises extension

The agreement is extended to provide cover for Covered Property in transit to, from and at (including loading/unloading) any temporary premises for purposes of repair. As a consequence of this extension exclusion 2 will not apply with the proviso that this extension will only be applicable to any shortfall in indemnity provided elsewhere.

2. Market value

Market value shall be calculated on the basis that for each year of life (or part thereof) the present day new replacement value of an identical machine or plant is reduced proportionally over a period of 15 years subject always to a minimum residual indemnification of 25% should the condition of average not apply.

3. Limit of Indemnity

The company's liability to indemnify the participant under this section will not exceed the Limit of Liability applicable as stated in the statement of cover for any one loss or series of losses arising out of any one event.

Specific Exceptions

The company shall not be liable for,

1. damage to the machinery by any cause otherwise covered in terms of the agreement or subsequent dismantling or re-erection,
2. irrespective of the proximate cause of the damage the indemnity granted by this Agreement shall not apply to nor include damage directly or indirectly caused by or arising out of
 - a. fire extinguishing of a fire explosion direct/indirect lightning strikes.
 - b. convulsions of nature such as subsidence landslide rockfall storm flood inundation hail snow earthquake or earth tremor (whether as a result of mining operations or not) or volcanic eruption.
 - c. theft collapse of buildings impact by animals or vehicles aircraft or other aerial or space devices or objects dropped therefrom sonic shockwaves.
 - d. water or water which escapes from water-containing apparatus leakage or discharge from any sprinkler or other extinguishing agent.
 - e. faults or defects in the Covered Property known to the Participant or his responsible employees at the time this cover was arranged or during the currency of the cover and not disclosed to the Company, or any consequences thereof.
3. repair or replacement necessitated by wear and tear or gradual deterioration, corrosion, erosion, deposit of scale, sludge or other sediment or any other direct consequence of progressive or continuous influence from working or atmospheric or chemical action, rust or scratching of painted or polished surfaces,
4. damage resulting from experiments, overloads or tests,
5. damage occurring during the currency of a manufacturer's guarantee unless a claim is first made against the guarantor.
6. gradually developing flaws, defects, defective insulation and cracks or partial fractures in any part which do not cause immediate stoppage and necessitate repair or replacement although at some future time repair or renewal of the parts affected may be necessary;
7. renewal or repair of fuses collecting brushes overload protection devices or electrical contacts at which sparking or arcing occurs in ordinary working;
8. tightening up or refitting or renewal of keys;
9. erosion or corrosion of valves and seatings;
10. the renewal of transformer or switch oil, unless caused by a Breakdown;

11. explosion (which does not include the bursting nor disruption of turbine compressor engine or hydraulic cylinders flywheels or other parts subject to centrifugal force transformers or oil immersed switchgear);
12. damage to or replacement of foundations, brickwork and masonry and/or steel structures forming part of any conveyor system;
13. damage to or replacement of electric heating elements, fuses, glass bulbs, tubes, valves, electronic components or circuitry;
14. damage to or replacement of cutting tools, drills, saw blades, abrasive wheels or discs, dies, moulds, flexible piping, flexible drives or expendable parts;
15. loss or damage caused by operation of a Machine when in a materially defective condition and/or loss or damage and/or liability caused by the participant's wilful act or the participant's wilful neglect;
16. consequential loss of any kind whatsoever.

Specific Conditions

1. The participant shall take reasonable precautions to ensure that the machinery is maintained in good working order and neither habitually nor intentionally overloaded and that Government and other regulations relating to the operation of the machinery are observed.
2. The participant must enter into and maintain a comprehensive maintenance agreement for the servicing and repair of Machines operating lifts within the participant's building.

Section 13

Glass

Defined Events

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

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

1. the cost of such boarding up as may be reasonably necessary,
2. damage to frames, burglar alarm strips, wires or vibrators as a direct result of such loss or damage,
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass,
4. the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of burglar alarm system, unless payable under any other cover arranged by the participant or a tenant, provided that the liability of the company shall not exceed
 - a. for the replacement of glass, signwriting and treatment – the amount stated in the statement of cover per premises in respect of any one event,
 - b. for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause – in the aggregate the sum of R2,000.

Specific condition

Average

If the property covered is, at the commencement of any damage to such property by any peril covered against, collectively of greater value than the sum covered thereon, then the participant shall be considered as being their own company 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) covered 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 Exception

The company will not be liable for

1. loss or damage, which is covered by, or would, but for the existence of this extension, be covered by any glass cover if it is a condition of the Lease Agreement that the tenant will be responsible for accidental damage to glass
2. glass forming part of stock in trade.
3. glass which, at the inception of this cover, is cracked or broken.
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

Notice supplied in addition to the Statutory Notice supplied with this Agreement

Cover agreements are legal agreements entered into between the Company (we/us) and the Participant (you/your). The Intermediary (broker) used by you, as your agent and in terms of the Financial Advisers and Intermediary Services Act (FAIS), is obliged to bring to your attention all aspects of the cover agreement that affect the coverage purchased, both the positive and negative aspects.

Definitions

To assist all concerned, and in particular you, we have produced/reproduced various definitions utilised by us that could affect you in your understanding of the cover provided by this Agreement in the General Definitions Section of the Agreement.

These definitions are not a comprehensive list of all those used in this Agreement, but we believe that they are of such a nature that we should bring them to your specific attention.

There are other definitions used in this Agreement but we are confident that the broker is fully aware of definitions used in the South African Business insurance market upon which this Agreement has been based.

These definitions do not necessarily appear in this Agreement in the same order as they are listed.

Should you require any additional information, or explanation, as to the application of these definitions, or any aspect of this Agreement, it is recommended that you contact the broker that arranged this Agreement on your behalf.

However, we are always available to assist you should the need arise.



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