



Contract Works and Public Liability Insurance Policy Document

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General Operative Clause

In Consideration of the prior payment of the premium by or on behalf of the Insured and the receipt thereof by or on behalf of the Company the Company agrees to indemnify the Insured for losses incurred within the period of insurance by payment or at the option of the Company by replacement reinstatement or repair in respect of the Insurance provided in the indemnity clause with the proviso that the premium is payable on or before the inception date or renewal date as the case may be. The Company shall not be obliged to accept the premium tendered to it or to any intermediary after inception date or renewal date as the case may be but may do so upon such terms as it, in its sole discretion, may determine.

Providing that the liability of the Company shall not exceed the sums insured or other limits expressed in the Schedule.

Where more than one Insurance Company participates in this insurance the expression "Company" shall be deemed to be "Insurers" wherever it appears in this Policy.

In this event the percentage share of each Insurer will be as expressed in the Schedule of this Policy.

General Exceptions

This insurance shall not provide indemnity in respect of

1. War, riot and terrorism

- a. loss of or damage to property related to or caused by
 - i. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above.
 - ii. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - iii.
 - 1. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determined the proclamation or maintenance of martial law or state of siege.
 - 2. 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 allege 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 insurance, the burden of proving the contrary shall rest on the insured.
- b. loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the war damage insurance and compensation act, 1976 (as amended).

2. Nuclear

loss or damage directly or indirectly from

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of the exception the term "combustion" shall include any self sustaining process of nuclear fission.
- b. nuclear weapons material.

3. Asbestos

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

4. Computer losses

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

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

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

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

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

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

Special extension to General Exception 4

- a. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General Exception.

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

- i. storm, wind, water, hail or snow excluding damage to property
 - 1. arising from its undergoing any process necessarily involving the use or application of water.
 - 2. caused by tidal wave originating from earthquake or volcanic eruption.
 - 3. in the underground workings of any mine.
 - 4. in the open (other than buildings structures and plant designed to exist or operate in the open).
 - 5. in any structure not completely roofed.
 - 6. being retaining walls.

} Unless so described and specifically insured as a separate item

- ii. aircraft and other aerial devices or articles dropped therefrom.
- iii. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

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

- b. General Exception 4 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss result from damage to insured property by the perils referred to in Special extension (a) above.
- c. This Special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General Exception and this Special extension.
- d. This Special extension shall not apply to any Public Liability indemnity.

5. Property Cyber and Data Exclusion

- 1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy 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 Policy 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 Insured 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.

6. Communicable Disease Exclusion

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure 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 insured 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 insured 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 policy remain the same. If the Insurer alleges that by reason of this exclusion, any loss, damage or liability is not covered by this Policy the burden of proving the contrary rests on the Insured.

General Conditions

General conditions

1. Material change in risk

If any change shall occur materially varying the facts existing at the commencement of this insurance or any defects or conditions of working which render the risk more than usually hazardous be discovered the Insured shall forthwith notify the insurer(s) and shall cause such additional precautions to be taken as circumstances may require.

The premium and other terms may be subject to adjustment at the Insurers discretion.

2. Prevention of loss

The Insured shall exercise reasonable care to prevent liability loss or damage against which the insurer indemnifies the Insured.

3. Claims

On the happening of any event giving rise or likely to give rise to a claim for indemnity under this insurance coming to the knowledge of the Insured, the Insured shall

- a. give notice thereof to the Insurers as soon as reasonably possible and give such additional information as the Insurers may reasonably require.
- b. take practical steps to recover any Insured Property including in the event of property lost stolen or wilfully damaged giving notice to the police.
- c. where practicable preserve any things which might prove necessary or useful by way of evidence in connection with the claim.
- d. not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

4. The insurer's rights after an event

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without consent of the Insurers who shall take over and conduct in the name of the Insured the defence settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give such information and assistance as the Insurers may reasonably require.

5. Enforcing of rights

The Insured shall at the expense of the Insurers do or permit to be done such acts and things as may be necessary and reasonably required by the Insurers for the purpose of enforcing any rights or remedies against or obtaining relief or indemnity from other parties to which the Insurers shall or would become entitled or subrogated under this insurance whether such acts and things shall be or become necessary and reasonably required before or after indemnification by the Insurers.

6. Abandonment of claims

If the Insurers shall in writing disclaim liability for any claim for indemnity made by the Insured and the Insured does not institute proceedings for an action or suit at law within twelve months of the date of receipt of such written disclaimer, the Insurers shall be entitled to assume that such claim has been abandoned and shall not thereafter be liable to make any payment whatsoever in connection therewith. This condition shall not apply to claims made against the Insured by third parties.

7. Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions in force at the time. Where any difference is by this provision to be referred to arbitration the making of an award shall be a condition precedent to any rights of action against the Insurers or the Insured.

8. Breach

A breach of or other non-compliance with anything to be done or not done under this insurance (whether expressed or implied) shall not invalidate the insurance or prejudice an insured person other than the particular insured person guilty of such breach or non-compliance and then only to the extent that such breach or non-compliance was to the prejudice of the Insurers.

9. Fraud

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

10. Premium Adjustment

Where the premium is based on estimates of contract values or contractual turnover the Insured shall as the case may be declare such final contract value at the completion of the contract or declare the total value of contractual turnover achieved during the year of insurance whereupon the Insurers shall adjust the premium accordingly.

11. Cancellation (applicable only to annually renewable policies)

Unless otherwise agreed this policy or any portion thereof may be cancelled by the Insurers or the Insured by giving 31 days notice in writing to the other party.

Upon non renewal or cancellation of this policy, the indemnity shall continue in force, unless the Insured advises to the contrary, for any contract in process or for which tenders have been awarded prior to the renewal date or the expiry of the period of notice and shall continue in force until completion of such contract(s) (including any maintenance or defects liability period as may be described in the contract or in this policy) provided that any contract that is awarded be commenced before expiry of 90 days after the termination of the period of notice or renewal date and on completion of such contracts after cancellation or non renewal the premium shall be further adjustable on the appropriate values as provided for in condition 10.

12. Sanctions Clause

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

13. Amendment of policy terms and conditions (applicable only to annually renewable policies)

The insurer may, at its discretion and on providing you with a 31-day written notice to your Business's nominated email address, make changes to the terms and conditions of this Policy, as and when it deems necessary.

14. Protection of Personal Information

We 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 insurance 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 insurers for the specific purpose of insurance 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 for download (HYPERLINK <http://www.brytesa.com/forms/personal-information/>)

Should you decide to cancel this insurance contract 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.

General provisions

1. The deductibles

Unless otherwise agreed the deductibles detailed in the schedule shall be applicable in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event at any one site giving rise to loss or damage or liability insured by this policy.

It is agreed that in the event of an occurrence or series of occurrences giving rise to loss or damage or liability in circumstances where more than one of the deductibles could reasonably be applied to a claim in terms of the policy then only the largest applicable deductible shall be applied.

2. Claims preparation costs (applicable to contract works and public liability sections)

Costs and expenses incurred in producing or certifying any particulars or details required by the Insurers or to investigate, or substantiate the amount of any claim under this insurance. The liability of the Insurers in respect of any one claim shall not exceed the amount stated in the schedule.

3. Waiver of rights of subrogation

The Insurers shall agree to waive rights of subrogation which they have or may acquire against any persons in whose respect the Insured relinquishes such rights; provided that such waiver of subrogation shall not operate in favour of any insured person guilty of breach of or non-compliance with anything to be done or not done under this insurance.

4. Separate application to each contract (applicable only to annually renewable policies)

Insurance by this policy shall apply separately to each Insured Contract as if a separate policy had been issued for each such Insured Contract.

5. Non-Contribution (applicable only to annually renewable policies)

This policy is not to be called upon in contribution and is only to pay any claim hereon to the extent of and liability, loss or damage against which the Insured is not indemnified by a more specific insurance, if any, effected for the benefit of the Insured.

6. Contingency cover (applicable only to contractors annually renewable policies) if stated in the Schedule

In respect of any undertaking where the employer of the insured contractor undertook to arrange more specific insurance, it is agreed that, notwithstanding anything herein contained (but subject to the proviso that such undertaking is subject to the maximum estimated contract value) this policy is extended to indemnify the insured contractor to the extent of any liability, loss or damage against which the insured contractor is not indemnified by the more specific insurance. Subject otherwise to the terms

of this policy and subject to the liability of Insurers not exceeding the limits as set out under the relevant sums insured.

7. Contingency cover (applicable only to employers annually renewable policies) if stated in the Schedule

In respect of any undertaking where the contractor is required to arrange this insurance, it is agreed that, notwithstanding anything herein contained (but subject to the proviso that such undertaking is subject to the maximum estimated contract value) this policy is extended to indemnify the employer to the extent of any liability, loss or damage against which the contractor is not indemnified by the more specific insurance.

Subject otherwise to the terms of this policy and subject to the liability of Insurers not exceeding the limits as set out under the relevant sums insured.

8. Riot strike and civil commotion (excluding RSA and Namibia) if stated in the Schedule

Subject otherwise to the terms contained therein, this insurance is extended to cover loss or damage directly occasioned by or through or in consequence of:

- a. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

provided that this extension does not cover:

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

It is agreed that the reverse onus of proof clause contained in General Exception 1(a) shall only apply to this memorandum to the extent that such clause refers to the exceptions stated in (v) above.

9. Underground services

Special conditions concerning underground cables, pipes and other facilities.

- a. It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.
- b. Claims in respect of loss or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount with a minimum of R15,000.

- c. Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible of 10% of the loss amount with a minimum of R7 500.
- d. The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities.
- e. Any consequential damage and penalties being excluded from the cover.

Specific Contract Policy (Contractor arranged or Principal Controlled)

The Insured (including as specified in the policy Schedule)

1. As the employer

- a. their subsidiary and/or associated companies and organisations including divisions and companies in which they have direct or indirect control and organisations or persons for whom any of the above undertake to arrange insurance including consortia joint ventures and partnerships.

2. As the contractor

- a. contractors undertaking work in connection with the Insured Contract;
- b. the employer to the extent that the employer undertakes work in connection with the Insured Contract.

3. To the extent required by contract or agreement

- a. sub-contractors undertaking work in connection with the Insured Contract;
- b. transporters and persons providing a storage facility in respect of liability loss or damage arising out of the Insured Contract;
- c. suppliers, manufacturers, project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants appointed in respect of the Insured Contract in respect of liability loss or damage arising at the contract site. Provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional service or off-site manufacturing activity for which he was appointed,

for their respective rights and interests.

Period of insurance (as specified in the policy Schedule)

In the event that the Insured Contract is not completed by the end of this period the policy shall in consideration of terms to be agreed remain in full force and effect for an additional period necessary to achieve completion.

The insured contract

All contracts undertaken by the Insured as fully described in the contract documents involving Transit, Erection, Commissioning, Maintenance, Contractors Liability and Surrounding property.

Territorial limits

The Republic of South Africa and to the extent permitted by the relevant insurance acts, Namibia, Lesotho, Eswatini, Botswana, Zimbabwe and Malawi.

Contract Site

Any site(s) within the territorial limits where work in terms of the Insured Contract(s) is undertaken together with so much of the surrounding area as is required for the performance of such work.

Annual Policy (Contractor arranged or Principal Controlled)

The Insured (including as specified in the policy Schedule)

1. As the employer

- a. their subsidiary and/or associated companies and organisations including divisions and companies in which they have direct or indirect control and organisations or persons for whom any of the above undertake to arrange insurance including consortia joint ventures and partnerships.

2. As the contractor

- a. contractors undertaking work in connection with the Insured Contract;
- b. the employer to the extent that the employer undertakes work in connection with the Insured Contract.

3. To the extent required by contract or agreement

- a. sub-contractors undertaking work in connection with the Insured Contract;
- b. transporters and persons providing a storage facility in respect of liability loss or damage arising out of the Insured Contract;
- c. suppliers, manufacturers, project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants appointed in respect of the Insured Contract in respect of liability loss or damage arising at the contract site. Provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional service or off-site manufacturing activity for which he was appointed,

for their respective rights and interests.

Period of insurance (as specified in the policy Schedule)

Plus

- 1. any subsequent periods for which this insurance may be renewed.
- 2. any period described by the provisions relating to non-renewal/cancellation and runoff.

The insured contracts

All contracts undertaken by the Insured as fully described in the contract documents involving Transit, Erection, Commissioning, Maintenance, Contractors Liability and Surrounding property.

Territorial limits

The Republic of South Africa and to the extent permitted by the relevant insurance acts, Namibia, Lesotho, Eswatini, Botswana, Zimbabwe and Malawi.

Contract Site

Any site(s) within the territorial limits where work in terms of the Insured Contract(s) is undertaken together with so much of the surrounding area as is required for the performance of such work.

Section I: Material Damage

The indemnity

Accidental physical loss of or damage to the Insured Property within the territorial limits.

Insured Property

1. Contracts works

Permanent works and temporary works and all materials and other things (including free issue materials) intended for incorporation in permanent works or temporary works belonging to the Insured or which they are responsible or for which they are required to insure and pertaining to the Insured Contract.

For purposes of this insurance "temporary works" shall include, to the extent that the value thereof is included in the estimated contract value, constructional aids, equipment, structures, property and works used or intended for use on the Insured Contract but excluding

- a. property forming part of the permanent works.
- b. self propelled wheeled or tracked plant.
- c. property which has no residual value (other than scrap value) on completion of the Insured Contract.

This exclusion (c) shall not apply to shuttering, scaffolding, formwork, girders and similar property nor to equipment or work designed, constructed or acquired for the Insured Contract and which is not intended for re-use on another contract.

- d. all contractors plant, tools and equipment unless specified elsewhere in this policy.

2. Surrounding property (if stated in the Schedule)

Employers Property (other than contract works or construction plant and equipment used or intended for use on the Insured Contract) being worked on which is the responsibility contractually or otherwise or in the care custody and control of the contractor and arising from or in connection with the Insured Contract provided that this indemnity shall only operate to the extent that indemnity is not obtained under any other policy of insurance effected for the benefit of the Insured.

Limit of indemnity

The liability of the Insurers following any one occurrence or series of occurrences attributable to one original cause giving rise to a claim under this insurance shall not exceed the limits of indemnity stated in the schedule.

This insurance shall not be reduced by the amount of any claim paid or payable by the Insurers subject to the Insured paying to the Insurers on demand pro rata additional premium on the amount of such claim for the remainder of the period of insurance.

For annual policies all contracts exceeding the maximum contract limit reflected on the policy will not be covered and should be insured separately.

Testing and commissioning

Where a testing and commissioning period is specified in terms of the contract document(s) this period, unless negotiated separately, will be limited to a maximum of 30 days (not necessarily consecutive) or to the number of days specified whichever is the lower.

Maintenance and defects liability

The period of insurance in respect of maintenance will be limited to a maximum of 12 months (unless otherwise agreed).

Application

The insurance shall apply

1. during dismantling loading transit unloading and storage of the property in connection with the Insured Contract.
2. at the contract site and other places as provided for herein until completion of and transfer of risk in the whole of the permanent works under the Insured Contract(s) to the employer.
 - a. For the purposes of this insurance completion of the contract(s) shall be deemed to occur only after the successful completion of testing and commissioning of the whole of the permanent works under the Insured Contract(s);
 - b. Should part(s) of the permanent works after having completed successful testing and commissioning be taken into use for the benefit of the employer then this insurance in respect of such part(s) shall cease except as provided for by 3 as follows;
 - c. Where the permanent property insurances are arranged by the employer for a completed part(s) of the permanent works prior to completion of the whole then this insurance in respect of such completed part(s) shall cease except as provided by 3 as follows;
 - d. Should a conditional certificate of handover or takeover be issued where work forming part of the Insured Contract has not been completed then this insurance shall continue in force subject to the policy limitations until such work is complete whereafter the cover will cease except for as provided by 3 as follows:
3. during the maintenance or defects liability period pertaining to any part of the permanent works but only in respect of loss or damage manifesting itself during this period
 - a. arising from a cause occurring prior to commencement of such period of maintenance or defects liability period;
 - b. arising from any act or omission of the Insured their servants agents suppliers or sub-contractors in pursuance of the Insureds obligations;
 - c. for which the Insured contractor is responsible under the contract,
but excluding consequences of faulty design, plan and specification.

Exceptions to Section I

The Insurers will not indemnify the Insured for

1. loss of any Insured Property by disappearance or by shortage or theft where such loss is revealed only by the taking (of a routine inventory or periodic stocktaking.
2. consequential loss other than as provided for elsewhere in this insurance.
3. the cost of
 - a. repairing replacing reinstating or making good any part of the Insured Property which is defective in material workmanship design plan or specification. Should any defect in material workmanship design plan or specification give rise to loss or damage which but for this exception would be insured by this policy, the Insurers shall in respect of such loss or damage only be liable for costs additional to the costs that would have been incurred in replacing reinstating or repairing the defect had the resultant damage not occurred.
 - b. re-design improvement overhaul modification betterment or alteration on the occasion of repair or replacement of loss or damage.
4. loss of or damage to Insured Property arising during continuation of any marine or air transit (other than marine or air transit entirely within the territorial limits) or whilst in storage thereafter where, unless the property has been examined for damage and found to be in good order before onward shipment or storage, such loss or damage is only discovered upon final unpacking and examination of the property and cannot be related to a specific occurrence or series of occurrences attributable to one original cause during such continuation of transit or storage.

5. loss or damage due to total cessation of work and abandonment of the Insured Contract for a period exceeding 90 consecutive days.
6. the cost of replacing or rectifying normal wasting wearing away or wearing out gradual deterioration and normal up-keep or making good (unless caused as a direct result of loss or damage which is otherwise insured by this policy). This exception shall not apply to other loss or damage resulting from such events.
7. the cost of continuous dewatering to maintain working conditions following ingress into the Insured Property of the normally expected inflow of water from naturally occurring underground sources.
8. loss or damage to permanent works or part thereof occurring during the Maintenance or Defects liability period other than consequences of faulty material or faulty workmanship used or carried out during the erection period.
9. loss or damage to contractors plant tools and equipment.

Special exceptions applicable only to contracts for mechanical, electrical and pressure plant

The insurer(s) will not indemnify the Insured for

1. loss of or damage to any part of the (used) Insured Property which has operated under service conditions (other than at manufacturers' suppliers' or refurbishers' premises) prior to use for the Insured Contract due to its own electrical or mechanical breakdown or its own explosion by force of internal steam or fluid pressure (unless otherwise agreed by Insurers or unless refurbished to "as new" operating specifications).
2. loss of or damage to any part of the (new) Insured Property due to its own electrical or mechanical breakdown or its own explosion by force of internal gas steam or fluid pressure occurring after the testing period and before the commencement of the maintenance or defects liability period while that part of the Insured Property is operating under load conditions (whether partial or full load whether before or after the introduction of feedstock or other raw materials if applicable). The testing period shall exclude any period during which hydrostatic, pneumatic, electrical, mechanical or electronic tests are carried out or during which ancillary or peripheral equipment is operated or tested.
3. loss or damage to installed refractory linings due to application of heat thereto (other than from an extraneous cause) or withdrawal of heat therefrom.
4. loss or damage due to the failure to follow prescribed techniques or due to the intentional nullifying of safety devices or automatic controls during testing commissioning or other running of the Insured Property.

Extensions and clauses to the contract works section

1. Additional costs

In addition to the limit of indemnity in respect of the Insured Property the policy covers:

- a. Costs and expenses - Defined events
 - i. For the provision of hoarding; shoring, propping, covering and protection of property; extinguishing and fighting of fire; recovery, demolition and removal of property; removal and disposal of wreckage, detritus, debris, water and other matter; restoring the contract site; regaining access to the contract site or the works and restoring normal working conditions; complying with the requirements of the Insured Contract or any statutory body; professional fees; removing property to suitable premises for repair; delivering repaired or replacement property to the situation where the loss or damage occurred or to premises as directed by the Insured; establishment supervision and overhead charges. This extension shall be limited to 15% of the value of the contract effected.
 - ii. Expediting measures express delivery (including airfreight) customs dues and charges overtime and holiday rates of wages limited to 50% of the amount which the repair or replacement would have cost had these additional costs not been incurred.

b. **Costs and expenses - no damage to the works**

All costs necessarily or reasonably incurred by the Insured in respect of the removal of debris detritus and water providing erecting and maintaining any hoarding required during demolition site clearing cleaning or reconstruction or in protecting the Insured Property against further loss or damage regaining access to the works or in restoring working conditions following the operation of any peril cause or occurrence within the territorial limits, not excluded by the exceptions and notwithstanding that no physical loss or damage to Insured Property has occurred. This extension shall only apply at the contract site(s) and the area(s) immediately adjacent and be limited to 15% of the value of the contract affected.

c. **Contract escalation/re-valuation/devaluation or any increase in the contract price occurring during the period of the contract and during any period of repair up to an amount not exceeding 30% of the original contract price.**

2. Contribution clause - Marine

Notwithstanding Exception 4 to Section I of this policy in the event of loss or damage to the Insured Property due to a peril insured against being discovered after cover under an applicable marine insurance policy has terminated and if after investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to the termination of the marine venture or subsequently it is understood and agreed that Insurers hereon shall make every effort where the relevant marine insurance policy does not contain a similar provision to agree with the relevant marine Insurers that the Insurers hereon shall contribute 50 percent of the properly adjusted claim less 50 percent of the applicable deductible hereunder with the marine Insurers similarly contributing 50 percent less 50 percent of the applicable marine deductible. Such contributions to be without prejudice and adjusted subsequently in accordance with final apportionment of the claims as may be agreed between the Insurers hereon and the marine Insurers, should agreement not be reached then neither the Insurers of this policy nor the marine Insurers will contribute to the loss. The Insured shall make reasonable effort to ensure that the Insured Property be visually examined as soon as reasonably possible after arrival at the contract site.

3. Electrical mechanical and pressure plant and equipment

In consequence of indemnifiable damage the basis of loss settlement shall be the necessary and reasonable costs of

a. **Insured Property (new or otherwise) under 3 years of age**

repair, replacement or reinstatement of Insured property including all supplementary changes if included in the contract value or cash in lieu thereof

or

b. **Insured Property over 3 years of age**

the costs of (a) above but not exceeding the local market value.

4. Market value

For each year of life or part thereof the present day new replacement value of Insured Property of equal size output performance or capacity or if such be unobtainable the nearest higher sized output performance or capacity property to carry out the same function reduced proportionately over a period of 20 years subject to a residual indemnification of 20%.

Section II: Third Party Liability

The indemnity

1. All amounts which the Insured is or may become legally liable to pay as compensation or damages or costs and expenses arising out of or in connection with:
 - a. accidental death of or injury to or illness or disease of any person;
 - b. accidental loss of or damage to property, arising directly out of and happening in connection with the performance of the Insured Contract and occurring during the period of construction.
2. All costs and expenses incurred with the consent of the Insurers in connection with the defence, settlement or investigation of any claim under this insurance.

Limit of indemnity

The maximum liability of the Insurers in respect of each claim or all claims of a series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity stated in the specification.

Exceptions to Section II

The Insurers will not indemnify the Insured for

1. liability of the Insured for death illness or bodily injury or disease sustained by any person under contract of service or apprenticeship with such Insured arising out of and in the course of his employment by such Insured.
2. liability caused by the ownership or possession by or use under the control of the Insured of:
 - a. any motor vehicle or trailer. This exception shall not apply to liability
 - i. arising out of or in connection with the ownership possession use or operation of any vehicle or trailer as a tool or anything carried therein or thereon attached thereto or used in connection therewith or anything manufactured by or contained therein;
 - ii. arising beyond the limits of any carriageway or thoroughfare or in connection with the loading or unloading of any vehicle or trailer or the bringing to or taking away a load from any vehicle or trailer;
 - iii. arising out of or in connection with any vehicle or trailer (including contents) not owned by, hired or leased to the Insured whilst on any premises provided by the Insured for the purpose of moving or parking such vehicle or trailer;
 - iv. arising out of or in connection with any detached trailer other than any trailer that has become accidentally detached from a motorised vehicle on a public road;
 - v. arising out of or in connection with the Insured as passenger of any motor vehicle or trailer.
 - b. any aircraft or watercraft (other than watercraft which are not self propelled or are less than three (3) tonnes nett mass whilst on inland water ways) other than arising out of the travelling of the Insured as passenger in any aircraft or watercraft.
3. liability compulsorily Insured under any legislation relating to the use of motor vehicles or trailers.
4. the value or diminution in value of or the cost of repair, reinstatement or replacement of property
 - a. belonging to or leased by or hired to the Insured or movable property which is the subject of bailment for reward to the Insured other than:
 - i. property, premises, structures (including contents), plant and equipment temporarily occupied or used by the Insured in connection with the contract;
 - ii. property of directors, employees, tenants or visitors;
 - iii. property for which the Insured provides temporary storage facilities;

- iv. property for which liability is assumed by the Insured under any agreement entered into with or for which indemnity is given to South African Transport Services, central or local or municipal or provincial or quasi-government authority entity or statutory body;
- v. any vehicle or trailer (including contents and accessories of any vehicle or trailer) for which the Insured provides or allows parking.
- b. caused by the intentional removal of lateral support to such property. This exception shall not apply to liability arising out of shock or vibration or negligence of the contractor.
- c. being that property on which the Insured is working or has worked to the extent that loss or damage to such property results directly from such work. This exception shall be limited to that work which is defective in material or workmanship or design by the Insured and which is the cause of loss or damage to property.
- 5. liability in respect of any payment under any contractual penalty or contractual liquidated damages clause to the extent that such clause increases the Insureds liability beyond that which would have existed in the absence of such clause.
- 6. the cost of making good faulty workmanship materials or design in any part of the Insured Property.
- 7. the amount of the deductible stated in the schedule.

Memoranda

1. War risks

In respect of this General Exception 1 is deleted and replaced by:

- a. this section does not cover injury damage or liability for any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not) civil war, rebellion, mutiny, revolution, insurrection or usurped power.

2. Additional insureds

The Insurers shall where required by the Insured also indemnify in like manner to the Insured, as if a separate insurance had been issued in respect of each of any such

- a. person(s) with whom the Insured enter into an agreement in connection with the contract but only to the extent that it is a requirement of such agreement.
- b. partner, director or employee of the Insured.
- c. personal representatives of the Insured and of any person treated as the Insured.
- d. official or member or employee of any social, canteen, medical, civil defence, security, sports, welfare, first aid, fire, ambulance or similar service or organization in respect of any activities or business thereof.
- e. occupier of residential property owned or leased by the Insured.

Provided that all persons so treated as the Insured shall, as though they were the insured, observe, fulfill and be subject to the terms of this insurance insofar as they can reasonably apply to such persons.

3. Cross liabilities

Subject to terms and conditions of the policy where the Insured comprises more than one person this insurance shall apply to each such Insured person separately and not jointly and as if a separate policy had been issued in respect of each of such Insured persons.

4. Legal defence costs extension (if stated in the Schedule)

Notwithstanding the exceptions or anything else herein contained to the contrary, the Insurers shall indemnify the Insured (not necessarily consequent upon death or injury to any person or loss or damage to any property) against costs and expenses incurred with the consent of the Insurers in the defence of any legal action brought against the Insured arising from an alleged contravention of any statute or duty at common law provided that

- a. in the case of an appeal the Insurers will not indemnify the Insured unless a senior council approved by the Insurers advises that such appeal should in his opinion succeed.

- b. the Insurers will not indemnify the Insured in respect of any fine or penalty imposed by any magistrate or judge nor any loss consequent thereto.
- c. the liability of the Insurers in respect to any one occurrence shall not exceed the amount stated in the schedule.

5. Arrest/assault/defamation extension (if stated in the Schedule)

Notwithstanding the exceptions or anything else herein contained to the contrary, this insurance is extended to include any legal liability of the Insured (not necessarily consequent upon death or injury to any person or loss or damage to any property)

- a. arising from malicious or wrongful arrest or alleged malicious or wrongful arrest of any person.
- b. arising from malicious or wrongful assault or alleged malicious or wrongful assault on any person.
- c. in respect of defamation or alleged defamation whether negligence is imputed or not.

The liability of the Insurers in respect of any one occurrence shall not exceed the amount stated in the schedule for each of (a), (b) and (c) above.

6. Emergency medical expenses extension

The Insurers shall indemnify the Insured in respect of costs and expenses incurred by the Insured for such medical treatment as may be reasonable at the time of an occurrence causing injury to any person who may be connected with a claim for indemnity in terms of this insurance.

7. Tenants liability

Exceptions 2(a), 4 and 5 above shall not apply in respect of premises occupied by the Insured as tenant (but not as the owner) thereof for the purposes of the Insured contract.

Removal of support public liability extension (if extended by endorsement)

The indemnity

1. All amounts which the Insured is or may become legally liable to pay as compensation or damages of costs and expenses arising out of or in connection with:
 - a. death of or injury to or illness or disease of any person;
 - b. accidental loss or damage to property, arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the contract site and arising out of or in connection with the Insured Contract performed within the territorial limits and occurring during the period of erection.
2. All costs and expenses incurred with the consent of the Insurers in connection with the defence settlement or investigation of any claim under this insurance.

Limit of indemnity

The maximum liability of the Insurers in respect of each claim or all claims of a series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity stated in the schedule.

Memorandum

In respect of this extension Exception 5 of the Third Party Liability section is amended as follows:

5. liability in respect of any payment under a contractual penalty clause or contractual liquidated damages clause to the extent that such clause increases the Insureds liability beyond that which would have existed in the absence of such clause.

This exception shall not apply to contracts or agreements entered into in connection with the Insured Contract or any indemnity required by any municipal or public authority for the purpose of issuing an excavation or similar permit.

Subject otherwise to the terms conditions and exclusions of the policy.

General Memorandum

This policy does not cover

1. liability in respect of any death, bodily injury, disease, illness, loss or damage directly or indirectly caused by seepage pollution or contamination or the cost of removing, nullifying or cleaning up such seepage, pollution or contamination unless the seepage pollution or contamination is caused by a sudden unintended and unforeseen event occurring and manifesting itself during the period of insurance fines penalties punitive or exemplary damages resulting from seepage pollution or contamination.
2. loss of or damage to cash bank notes, treasury notes, cheques, postal orders, money orders or securities.
3. liquidated damages or penalties for delay or detention or in connection with Guarantees Performance or Efficiency.

Section III: Principal's Advance Loss of Profits (if stated in the Schedule)

The indemnity

The Insurers shall indemnify the Insured - named as Principal in the Schedule to Section I of this Policy – in respect of the loss of gross profit actually sustained due to the reduction in turnover and the increased cost of working as defined in this Section, if at any time during the period of insurance stated in the Schedule to this Section any or all the insured items suffer loss or damage covered under Section I of this Policy, unless specifically excluded in this Section, thereby causing an interference in the erection work and/or testing schedule resulting in a delay of commencement of and/or interference with the Insured business, hereinafter referred to as "the delay".

The amount payable as indemnity hereunder shall be:

- in respect of loss of gross profit: the sum obtained by applying the rate of gross profit to the amount by which the actual turnover during the indemnity period falls short of the turnover which would have been achieved had the delay not occurred;
- in respect of increased cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, without such expenditure, would have taken place during the indemnity period, but not exceeding the sum obtained by applying the rate of gross profit to the amount of the reduction in turnover thereby avoided.

If the annual sum insured hereunder is less than the sum obtained by applying the rate of gross profit to the annual turnover, the amount payable shall be reduced proportionately.

Definitions

Period of Insurance

The period of insurance shall be the period stated in the Schedule to this Section, terminating on the date specified in the Schedule or on any earlier date when the Contract Works material damage cover of Section I ceases.

Scheduled date of commencement of the Insured Business

The provisional date stated in the Schedule to this Section or any revised date upon which the business would have commenced had the delay not occurred.

Indemnity period

The period during which the results of the business are affected in consequence of the delay, beginning on the scheduled date of commencement of the insured business and not exceeding the maximum indemnity period stated in the Schedule to this Section.

Time excess

The period stated in the Schedule to this Section for which the Insurers are not liable. The corresponding amount shall be calculated by multiplying the average daily value of loss sustained during the indemnity period by the number of days agreed upon as the time excess.

The amount of money (less discounts allowed) paid or payable to the Insured for goods, products or services sold, delivered or rendered in the course of the insured business conducted at the premises.

Annual turnover

The turnover which, had the delay not occurred, would have been achieved during the 12 months after the scheduled date of commencement of the insured business.

Annual gross profit

The amount by which the value of the annual turnover and the value of the closing stock exceeds the value of the opening stock and the amount of the specified working expenses. The value of the opening and closing stocks shall be calculated in accordance with the Insured's normal accounting methods, due provisions being made for depreciation.

Specified working expenses shall be any costs incurred for the acquisition of goods, raw materials or auxiliaries as well as for supplies (unless required for the upkeep of operations) and any costs for packaging, carriage, freight, intermediate storage, turnover tax, purchase tax, licence fees and royalties for inventors, etc., insofar as such costs are dependent on turnover.

Rate of gross profit

The rate which, had the delay not occurred, would have been earned on the turnover during the indemnity period.

Special exclusions applying to Section III

The Insurers shall not be liable for

1. loss of gross profit and/or increased cost of working due to any delay caused by or resulting from
 - a. loss or damage covered under Section I by way of endorsement, unless it has been specifically agreed in writing.
 - b. earthquake, volcanic eruption, tsunami, unless it has been specifically agreed in writing.
 - c. loss of or damage to surrounding property, construction machinery, plant and equipment.
 - d. loss of or damage to operating media or feedstock, shortage, destruction, deterioration of or damage to any materials necessary for the insured business.
 - e. any restrictions imposed by a public authority.
 - f. non-availability of funds.
 - g. alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the occurrence.
 - h. loss or damage to items taken over or taken into use by the Insured or for which cover under Section I to this Policy has ceased.
2. any loss due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature.
3. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc. which occurs after the date of actual commencement of the business.
4. loss of or damage to erection work of a prototype nature, unless specifically agreed by endorsement.

Provisions applying to Section III

Memorandum 1 - Extension of period

Any extension of the period of insurance under Section I of this Policy shall not automatically lead to an extension of the period of insurance stated in the Schedule to this Section.

Any extension of the period of insurance under this Section of the Policy shall be requested in writing as early as possible by the Insured, stating the circumstances leading to the need for extension, and shall have effect for this Section only if specifically agreed upon in writing.

Any alteration of the scheduled date of commencement of the insured business shall be reported and shall have effect for this Section only if specifically agreed upon in writing.

Memorandum 2 - Basis of loss settlement

In calculating the rate of gross profit and annual turnover, the following points shall in particular be taken into consideration:

1. The results of the insured business for the 12-month period after commencement.
2. Variations and special circumstances which would have affected the insured business had the delay not occurred.
3. Variations and special circumstances affecting the insured business after commencement, so that the final figures represent as closely as may be reasonably practicable the results which the insured business would have obtained after the scheduled date of commencement had the delay not occurred.

Memorandum 3 - Return of premium

If the Insured declares (certified by the Insured's auditors) that the gross profit earned during the accounting period of twelve months following the commencement of the insured business or the date on which but for the delay the business would have commenced was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid shall be made in respect of the difference.

If any loss or damage has occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of said difference as is not due to such damage.

Special conditions applying to Section III

1. The Insured shall present the Insurers with updated progress reports at intervals stated in the Schedule to this Section.
2. In the event of any material change in the original risk such as
 - changes of the envisaged progress programme, testing procedure, etc;
 - alteration, modification or addition to any item of machinery or work, etc;
 - departure from prescribed construction or operation conditions;
 - changes in the Insured's interest (such as discontinuation or liquidation of the business or its being placed in receivership) taking place, the Policy shall be void unless its continuance be agreed by memorandum signed by the Insurers.
3. In the event of any occurrence which might cause a delay and give rise to a claim under this section
 - a. the Insured shall immediately notify the Insurers by telephone or telegram and send them written confirmation thereof within forty-eight hours of the occurrence.
 - b. the Insured shall do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interference with the erection work and/or testing schedule so as to avoid or diminish any delay resulting therefrom.
 - c. the Insurers and every person authorized by the Insurers shall, without prejudice to any party insured by this Policy, have access to the erection site where such loss or damage has occurred for the purpose of direct negotiation with the responsible contractor or subcontractor in order to establish the possible cause and extent of the loss or damage, its effect on the insured items, to examine the possibilities for minimizing any delay to the scheduled date of commencement of the insured business, and if necessary to make any reasonable recommendations for the avoidance or minimization of such delay.

This condition shall be evidence of the leave and licence of the Insured to the Insurers so to do. If the Insured or anyone acting on his behalf hinders or obstructs the Insurers during any of the above-mentioned acts or does not comply with such recommendations of the Insurers, all benefits under this Section shall be forfeited.

4. In the event of a claim being made under this Section, the Insured shall at his own expense deliver to the Insurers not later than thirty days after the delay or within such further periods as the Insurers may allow in writing a written statement setting forth particulars of his claim. Furthermore, the Insured shall at his own expense produce and furnish to the Insurers such books of account and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanations or other evidence as may reasonably be required by the Insurers for the purpose of investigating or verifying the claim, together with - if required - a statutory declaration of the truth of the claim and of any matters connected therewith.
5. The indemnity shall be payable one month after final determination of its amount. Notwithstanding the above, the Insured may, one month after the Insurers have been duly notified of the loss and have acknowledged their liability, claim as advance payment(s) the minimum amount(s) payable under the prevailing circumstances.

The Insurers shall be entitled to postpone payment

- a. if there are doubts as to the Insured's right to receive payment, until the necessary proof is furnished.
- b. if, as a result of any loss or damage or any delay to the anticipated date of commencement of the insured business, police or criminal investigations have been initiated against the Insured, until the completion of such investigations.

The Insurers shall not be liable to pay interest on indemnity moneys withheld other than interest for default.

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

Insurance policies are legal contracts entered into between the Insurance Company (we/us) and the Insured (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 insurance policy 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 Policy in the General Definitions Section of the Policy.

These definitions are not a comprehensive list of all those used in this Policy, 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 Policy but we are confident that the broker is fully aware of definitions used in the South African Business insurance market upon which this Policy has been based.

These definitions do not necessarily appear in this Policy 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 Policy, it is recommended that you contact the broker that arranged this Policy on your behalf.

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



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