Bryte

Owner Goods in Transit Insurance

Policy Wording

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Welcome to Bryte

Who we are

Bryte Insurance is the premier, proactive business risk specialist. Applying our unparalleled sector insights, proven expertise and foresight, we partner with customers and brokers to protect their business and improve their risk profile in Africa.

Misrepresentation, misdescription and non-disclosure

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

Our contract with *you*

This policy is a contract of insurance between the *insured* and Bryte and contains all the details of the cover we provide. This policy is made up of:

- the policy wording. It states what is covered, sets out the claims procedure, Exclusions and other terms and conditions of cover;
- the proposal which is the information *you* provide to us when applying for insurance cover;
- the most current policy *schedule* issued by us. The *schedule* is a separate document unique to the *insured*. It includes any changes, Exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and
- any other written changes advised by us in writing (such as an endorsement). These written changes vary or modify the above documents.

Please note, only those covers shown in the *schedule* are *insured*. Please keep this policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

Owner Goods in Transit

The cover provided under this section, including its subsections, is only applicable to *your* policy if it is included in *your schedule*.

Subject to the prior payment of, or *your* agreement to pay, the premium set out in the *schedule*, we agree to provide insurance as set out in this policy.

In issuing this policy, we have relied on the information contained in the proposal form and/or any other information given by *you* or on *your* behalf.

1. The cover

We insure *you* for physical loss of or damage to the *subject matter insured* on conditions as set out in the *schedule*.

When the cover applies

The insurance only applies during the *period of insurance* specified in the *schedule*, or during any subsequent period that we have accepted payment for.

2. Conditions of cover

2.1 Risks covered

2.1.1 All risks

Insured against all risks of loss of or damage to the subject-matter *insured* except as excluded under clause 5, and as stated elsewhere in the wording and/or *schedule*.

2.1.2 Limited cover

Insured against loss of or damage to the subject-matter *insured* as a direct result of

a. fire or explosion

b. collision of land conveyance

c. overturning or derailment of land conveyance

d. theft and/or hijack following a), b), and/or c) above

2.1.3 Temperature controlled goods

2.1.3.1 *Insured* against all risks of loss of or damage to the subject-matter *insured*, other than loss or damage resulting from any variation in temperature howsoever caused,

2.1.3.2 loss of or damage to the subject-matter *insured* resulting from any variation in temperature attributable to

a. breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 6 consecutive hours

b. fire or explosion

c. overturning or derailment of land conveyance

d. collision of land conveyance

2.2 Duration

This insurance attaches from the time the subject-matter *insured* is first moved for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

2.2.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage, or

2.2.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination which the *insured* or their employees elect to use either for storage or for allocation or distribution, or

2.2.3 when the *insured* or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit.

Storage in the ordinary course of transit is covered provided that:

i. such period of storage does not exceed 72 hours

ii. storage within a fully enclosed, secured and guarded premises

2.3 Basis of valuation

Basis of valuation as stated in the *schedule*.

2.4 Limits on cover

Further to any limitations to the cover set out in the applicable conditions of insurance, this insurance is limited to the maximum limit of liability stated in the *schedule*.

2.5 Geographical limits

Geographical limits as stated in the *schedule*.

2.6 Conveyances

Conveyances as stated in the *schedule*.

3. Definitions

When used in this policy, *schedule* or endorsements the following definitions will apply:

3.1 *Insured, You, Your, Assured*

insured, you, your, Assured means the *insured* as named in the *schedule* or as otherwise defined in the policy.

3.2 *Period of insurance*

period of insurance means the *period of insurance* stated in the *schedule*.

3.3 *Schedule*

schedule means the *schedule* attaching to and forming part of the policy, including any *schedule* substituted for the original *schedule*.

3.4 *Subject matter insured*

subject matter insured means the *insured* goods as stated in the *schedule*, including packaging and labels.

3.5 *Terrorism*

terrorism means any act(s) of any person(s) or organisation(s) involving:

3.5.1 the causing, occasioning or threatening of harm of whatever nature and by whatever means;

3.5.2 putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

3.6 Hijack

The seizure of a vehicle by force or threat of force against the person or persons who, at the time of such hijacking, are in actual lawful control of such vehicle and the *insured* cargo.

3.7 Warranties

A guarantee(s) or promise(s) which provides assurance by *you* that specific facts or conditions are true or will happen. Non-compliance to the warranties stated in the *schedule* will lead to rejection of claims

3.8 Computer System means:

3.8.1 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.

3.8.2 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.

3.8.3 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

4. Additional clauses

4.1 Location clause

Notwithstanding anything to the contrary contained in the contract of insurance Insurers' liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the maximum 'limit of liability any one conveyance' as stated in the *schedule*.

4.2 Acquired companies

This insurance will cover any company or entity formed or acquired by *you* during the *period of insurance*. However, *you* must hold a controlling interest in the company or entity or must accept responsibility for its insurance. In addition, *you* must:

4.2.1 inform us of the formation or acquisition within 30 days;

4.2.2 provide us with the same information in relation to the company or entity that *you* provided to us when applying for or renewing this policy;

4.2.3 agree to any additional conditions relating to the insurance in respect of the company or entity; and

4.2.4 pay any additional premium we may charge.

4.3 Brands

We will not sell or dispose of salvaged branded goods without *your* consent. If *you* do not give *your* consent we may retain the goods and their reasonable salvaged value will be deducted from the amount payable in respect of the claim.

4.4 Containers

This policy will cover *your* legal liability for physical loss of or damage to general purpose I.S.O. fully enclosed containers and/or flatracks in *your* care, custody and control to the limit, as stated in the *schedule*, any one loss or occurrence in addition to the sum *insured*.

4.5 Container demurrage charges

This policy will cover demurrage charges and/or late penalties assessed against *you* for the late return of containers when they are retained by *you* on our instruction for inspection following a claim to the maximum limit as stated in the *schedule*, any one loss or occurrence in addition to the sum *insured*.

The period for which we will be liable begins at the time we instruct *you* to retain the containers and finishes at the time our surveyor instructs *you* to return the containers.

4.6 Rescue

Following an *insured* peril, this policy includes additional costs in respect of the following:

4.6.1 Clearing the debris of the subject matter

4.6.2 Sending alternative transport used to rescue the subject matter which includes loading and unloading

4.6.3 Fire brigade and/or fire extinguishing charges rendered in respect of the cargo

4.6.4 Costs of safeguarding the subject matter to prevent theft and/or pilferage

This extension is limited to the limit of liability as stated in the *schedule*.

The above extension excludes environmental pollution liability and/or environmental rehabilitation costs howsoever incurred.

4.7 Load securing equipment

This policy includes the physical loss of or damage to tarpaulins, sheets, ropes, nets, dunnaging and similar load securing equipment as a result of:

i. fire, or

ii. collision of the conveying vehicle, or

iii. overturning of the conveying vehicle.

This extension is limited to the limit of liability as stated in the *schedule*.

4.8 First loss

In the event of the total cargo value at risk exceeding the maximum limits of indemnity provided herein, the Insurers undertake to pay the full amount of any loss recoverable up to but not exceeding the maximum limit of indemnity any one conveyance or one occurrence without applying average or under insurance calculations.

4.9 Labels

In the event of loss or damage to labels or wrappers caused by an *insured* peril, we will not be liable for more than the cost of new labels, capsules or wrappers and the cost of re-labeling and repacking but only up to the *insured* value of the *subject matter insured*.

4.10 Used goods replacement

In the event of a claim for loss or damage to any part(s) caused by a risk covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacing the part(s) lost or damaged as the *insured* value bears to the new value plus additional charges for forwarding and refitting the new part(s) if incurred.

4.11 Used, imported and related goods

The following will be *insured* on Limited Cover, as set out in clause 2.1.2:

i. used goods, or

ii. goods which underwent a previous import voyage by whatever means, or

iii. goods conveyed in other than fully enclosed conveyances

Unless stated otherwise in the *schedule*.

4.12 Pairs and sets

Where the *subject matter insured* under this policy consists of articles forming a pair or set, this insurance is not to pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set and not more than the proportionate part of the *insured* value of the pair or set.

4.13 Theft, pilferage and non-delivery

This insurance covers loss of or damage to the subject-matter *insured* caused by theft or pilferage, or by non-delivery of an entire package from vehicles

4.13.1 following forcible and violent entry into the vehicle

4.13.2 subject to the exclusions contained in this insurance

5. Exclusions

The following exclusions, and exclusions stated elsewhere in the *schedule* and/or wording applies:

5.1 Wilful misconduct

In no case shall this insurance cover loss, damage or expense attributable to wilful misconduct of the *Insured*, their nominated Sub-Contractor, Agent or Employee of the *Insured*, other than drivers.

5.2 Leakage, shrinkage, weight, volume or deterioration

In no case shall this insurance cover ordinary leakage, ordinary shrinkage , ordinary loss in weight or volume or ordinary wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) of the goods carried.

5.3 Packaging

In no case shall this insurance cover loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the goods carried, outside the control of the *Insured*.

5.4 Inherent vice

In no case shall this insurance cover loss, damage or expense caused by inherent vice or nature of the goods or changes brought about by natural causes or any latent or manufacturing defect.

5.5 Delay

In no case shall this insurance cover loss, damage or expense caused by delay.

5.6 Consequential loss

In no case shall this insurance cover loss of market and/or consequential loss of any nature.

5.7 Infestation, insects or vermin

In no case shall this insurance cover loss, damage or expense caused by infestation, insects or vermin.

5.8 Frozen or refrigerated goods

In no case shall this insurance cover loss damage or expense arising from any failure of the *Assured* or their servants to take all reasonable precautions to ensure that the subject-matter *insured* is kept in refrigerated or, where appropriate, properly insulated and cooled space.

5.9 Demonstration, use or testing, under any process, return from exhibition

This policy does not include cover for loss or damage to *subject matter insured* arising from demonstration; use or testing; under any process; return from exhibition.

5.10 Mechanical or electronic derangement

This policy excludes mechanical, electrical or electronic breakdown or malfunction where there is no external evidence that an *insured* event has occurred.

5.11 Rust, oxidation and discolouration

This policy does not include cover for loss or damage to *subject matter insured* arising from rust, oxidation and/or discolouration.

5.12 Scratching, Denting, Chipping, Abrasion and Marring of Paintwork

This policy does not include cover for loss or damage to *subject matter insured* arising from scratching, denting, chipping, abrasion and marring of paintwork on unprotected items.

5.13 Road vehicle conditions

The following conditions shall apply when subject matter is conveyed by vehicles operated by the *Insured*:

5.13.1 Unattended vehicle security clause

In no case shall this insurance cover loss or damage by theft, pilferage or any attempt thereat of the *subject matter insured*:

5.13.1.1 from open or tarpaulin covered vehicles, and related, unless a person(s)in lawful control of the *insured* property remains with the vehicle at all times and the theft, pilferage or attempt thereat is accompanied by violence or threat of violence on such person(s);

5.13.1.2 from other vehicles whilst left unattended unless following forcible and violent entry into the vehicle of which,

a. all points of access are securely closed and locked.

b. any alarms and immobilisers are properly and adequately maintained and armed.

c. the *insured* property is removed from sight.

5.13.2 Overnight security clause

Excluding theft or pilferage or any attempt thereat from road vehicle(s) whilst stopped overnight unless the vehicle is:

5.13.2.1 at a recognised and designated truck stop or

5.13.2.2 contained in a securely locked up garage or security compound and such theft or pilferage or attempt thereat follows actual forcible and violent entry into the vehicle or such garage or security compound.

5.13.3 Liquor and drugs

This policy excludes loss of or damage to *subject matter insured* if any vehicle is being driven by or in the control of any person whilst under the influence of intoxicating liquor or drugs, with the knowledge of the *Insured*.

5.13.4 Drivers licence

This policy excludes loss of or damage to *subject matter insured* if any vehicle is being driven by a person who does not hold a valid drivers licence for the vehicle and necessary permits as required by the Road Traffic Act.

5.14 Confiscation

This Policy excludes loss of or damage to *subject matter insured* caused by confiscation, seizure, appropriation, expropriation, deprivation, detention, impounding or requisition legally carried out by customs officials, requisition for title or use or willful destruction by or under the order of any government (whether civil, military or de facto) and/or public or local authority.

5.15 Fidelity

This policy excludes losses reasonably attributable to the dishonesty of any partner in or of any director or owner of or shareholder of or management staff of the *Insured* whether acting alone or in collusion with others.

5.16 War and civil war

Notwithstanding anything to the contrary contained herein this Insurance does not cover loss or damage, liability or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

5.17 Information technology hazards

This insurance does not cover losses otherwise recoverable arising directly or indirectly out of loss of or damage to, or a reduction or alteration in the functionality or operation of, a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non computer equipment whether *your* property or not unless the losses are caused directly by one or more of the following perils:

5.17.1 theft of equipment;

5.17.2 collision;

5.17.3 sinking, grounding or stranding of the carrying vessel;

5.17.4 overturning or derailment of land conveyance;

5.17.5 jettison or washing overboard;

5.17.6 fire, lightning, explosion;

5.17.7 aircraft or vehicle impact;

5.17.8 falling objects;

5.17.9 windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

5.18 Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

5.18.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

5.18.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

5.18.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

5.18.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

5.18.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

5.19 *Terrorism*

This policy excludes any loss, damage, liability or expense arising from:

5.19.1 *terrorism*; and/or

5.19.2 steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived *terrorism*.

5.20 Insolvency or financial default

This policy excludes any loss, damage, liability or expense arising from insolvency or financial default of the *Insured* or their agents or their sub-contractors.

5.21 Rejection

This policy excludes any loss, damage, liability or expense arising from rejection of the cargo by the receiver where such cargo or part thereof is in sound condition and not affected by an *insured* fortuity.

5.22 Communicable Disease

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.

5.23 Property, Cyber and data

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. Claims conditions

6.1 Claims procedure

When loss or damage happens which may give rise to a claim under this policy, *you* and/or *your* agent should take all reasonable measures to avert or minimise the loss and ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. *You* and/or *your* agent must:

6.1.1 give written notice to the insurer after becoming aware of a potential claim as follows:

   6.1.1.1 theft, armed robbery and hijacking = within 48 hours

   6.1.1.2 any other claim = within 30 days

6.1.2 claim immediately on the carriers, port authorities or other bailees for any missing packages;

6.1.3 in no circumstances, other than under written protest, give clean receipts where goods are in damaged or doubtful condition;

6.1.4 in no circumstances, other than under written protest, sign a receipt for goods which are in damaged or doubtful condition without noting the damage or doubt regarding the condition on that receipt;

6.1.5 apply immediately for survey by carriers' or bailees' representatives if any loss or damage is apparent and claim on the carriers or bailees for any loss or damage found during the survey;

6.1.6 give notice, in writing, to the carriers or bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery; and

6.1.7 immediately notify us, or our nominated survey/settling agent, what has happened and promptly send full details including details of any other insurance on the *subject matter insured* and the following documentation:

   a. original or copy of invoices, specifications and/or weight notes;

   b. original bill of lading, waybill and/or other contract of carriage;

   c. landing account and weight notes at final destination;

   d. documentary evidence of the extent of the loss or damage; and

e. any correspondence with the carrier or bailee about their liability for loss or damage;

f. all other documentation deemed necessary by the claims department.

6.1.8 not authorise any repairs to the *subject matter insured* without our consent.

6.2 Excess

In the event of a claim *you* must bear first the amount of any excess specified in the *schedule*.

6.3 Other insurance

When making a claim on this policy *you* must also supply us with written details of all policies that may pay or partially pay that claim.

6.4 Rights of subrogation

We are entitled to exercise any rights *you* or any assignee may have against anyone else in relation to the *subject matter insured* for which we have settled a claim under this policy. *You*, or anyone else entitled to claim under this policy, must cooperate fully with us in exercising those rights and must give us any information or assistance we may require.

6.5 Apportionment of recoveries clause

It is hereby understood and agreed that where recovery is obtained from a carrier or other third party such recovery shall be apportioned between the *assured* and the underwriters in the same proportion as the respective parties hereto have borne the loss.

7. General conditions

7.1 Arbitration clause

The Insurers may elect that any dispute as to the amount of liability under the Policy shall be determined by arbitration in and in accordance with the laws of the Republic of South Africa.

7.2 South Africa law, practice and jurisdiction

This policy is subject to South African law, practice and jurisdiction.

7.3 Cancellation

This policy 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 insured can cancel the policy with immediate effect.

On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force, unless cooling-off rights apply.

On cancellation by the company, the insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation.

7.4 Notification of material change

You must notify us as soon as possible of any material change in the risk covered by this policy.

7.5 Plurals and titles

The proposal, this policy, the *schedule* and any endorsements are one contract in which, unless the context otherwise requires:

7.5.1 headings are descriptive only, not an aid to interpretation;

7.5.2 singular includes the plural, and vice versa; and

7.5.3 the male includes the female and neuter.

7.6 VAT

The Insurers will settle claims as per policy terms and conditions applicable plus VAT where the *Insured* is obliged to pay such in terms of the South African Legislation current at time of settlement.

7.7 The Standard S.A.I.A. Exceptions

Applicable to all storage risks within the Republic of South Africa outside the scope of cover granted by the Duration Clause.

a. This policy does not cover loss damage or liability directly or indirectly caused by related to or in consequence of:

i. civil commotion labour disturbances riot strike lock-out or public disorder or any act or any activity which is calculated or directed to bring about any of the above.

ii. war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) or civil war:

iii. a. mutiny military rising military or usurped power martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.

b. insurrection rebellion or revolution.

iv. any act (whether on behalf of any organisation body or person or group of persons) calculated or directed to overthrow or influence any State or government or any provincial local or tribal authority with force or by means of fear *terrorism* or violence.

v. any act which is calculated or directed to bring about loss or damage in order to further any political aim objective or cause or to bring about any social or economic change or in protest against any State or government or any provincial local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.

vi. any attempt to perform any act referred to in clause (iv) or (v) above.

vii. the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any occurrence referred to in clauses (i)(ii)(iii)(iv)(v) or (vi) above.

If the Insurers allege that by reason of Clauses (i)(ii)(iii)(iv)(v)(vi) or (vii) of this Exception loss damage or liability is not covered by this policy the burden of proving the contrary shall rest on the *Insured*

b. This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (No 85 of 1976) or any other similar Act operative in any of the territories to which this Policy applies.

7.8 Premium and adjustments

You must pay us the deposit premium stated in the *schedule*. This is based on estimated figures for the *period of insurance* provided by *you* and *you* must keep accurate records of the equivalent actual figures. A statement of these actual figures (audited if requested) must be given to us within one month after the end of the *period of insurance*.

We will adjust the premium upwards at the end of that period on the basis of *your* actual figures. If the adjusted premium is higher than the deposit premium stated in the *schedule you* must pay us the difference. If the adjusted premium is lower than the deposit premium stated in the *schedule*, no refund will apply.

7.9 Reasonable care

You must take reasonable care to prevent loss, destruction, damage or death covered by this policy.

7.10 Fraud

If any claim under this policy be in any respect fraudulent or if any fraudulent means or devises 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 this Policy shall be forfeited.

7.11 Sanctions

Notwithstanding any other terms under this insurance contract, 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 or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

7.12 Third parties

If anyone else is entitled to make a claim under this policy, that person and/or entity must also comply with its terms.

7.13 Compliance

This policy is subject to the *insured* complying with all the laws and regulations pertaining to the nsureds business.

7.14 Amendments to terms and conditions

Bryte/the insurer (align to policy language) 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.

7.15 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 (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.

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.

Contact

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T +27 (0) 11 370 9111
www.brytesa.com

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