



AFRICAN RAND

UNDERWRITING MANAGERS

CommInsure

Policy Wording

Underwritten by

OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

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Oakhurst Insurance Company Limited (Registration number 2006/000723/06) is an authorised financial services provider (FSP39925)

GENERAL CONDITIONS, PROVISIONS AND EXCLUSIONS



OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

IMPORTANT INFORMATION ABOUT YOUR POLICY

Please read your insurance documents carefully to ensure that your cover is exactly what you need, and keep them in a safe place. Throughout this policy, specific conditions, exclusions and provisions, explained within each section of cover will override these general conditions, exclusions and provisions.

1. THE CONTRACT

The policy wording and your policy schedule is a **legal** contract between you and us.

The contract is based on the information you gave us when you applied for insurance, either by speaking to us or on any document.

Our duty is to provide the cover explained in this policy wording subject to the terms of the policy and the specific rules in your schedule for those sections which are shown on your policy schedule and for the insurance period set out on the same schedule.

Your duty in terms of the contract is to follow the rules explained in this policy wording and your schedule. **If you do not carry out your duty in terms of the contract**, we may not pay a claim, increase the premium, cancel your policy or you may even find that you do not have any cover.

2. WHO ARE WE TALKING ABOUT

Where we say '**we**' or '**us**', it is Oakhurst Insurance Company Limited who is the underwriter of your insurance policy.

Where we say '**you**' or '**your**', we mean the policyholder or any other person covered by this policy.

3. INSURABLE INTEREST

You must have a financial interest in anything insured under your policy for the whole period of cover and also at the date of any event for which you claim.

This is normally called 'Insurable Interest' and it means that you are the owner of or the 'good faith' keeper in terms of a credit agreement of the insured item and you accept the risk of financial loss of the item.

4. RELEVANT LAW

This policy is subject to the laws of **South Africa** only. We (you and us) agree that any legal proceedings between us in connection with this policy will only take place in the courts of South Africa.

5. IMPORTANT TIME LIMITS

Even if you have already claimed, we are not responsible for the claimed damage or loss after **24 months** from the date of the event which caused your claim. If the claim is under the business interruption, fidelity, stated benefits or group personal accident sections or is subject to an awaiting court action between you and us or is for anything you are legally responsible for towards another person, the claim will still be valid after the 24 month period.

If we don't pay your claim or if you are not happy with the amount we agree to pay for your claim under this policy, you can write to us about your complaint within **90 days** of the notice in writing of our decision regarding your claim, alternatively thereafter, within six months serve a summons on us, failing which your claim is deemed to have prescribed.

GENERAL CONDITIONS

1. CHANGES IN YOUR CIRCUMSTANCES

Whenever your circumstances change, you must tell us within 30 days or as soon as you know about it as it may affect your cover.

Any change to your business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties may be relevant to our assessment of your premium and your risk and you must advise us of such events. Examples of this include, but is not limited to:

- 1.1 changes to the address or location of the business;
- 1.2 changes in the nature of the business activities, trade or occupation;
- 1.3 alterations in construction of the premises;
- 1.4 changes in the name of the Insured or directors or partners;
- 1.5 new business products not previously disclosed to us;
- 1.6 change of tenants if you are leasing out property;
- 1.7 additional premises occupied.

We may re-assess your cover and premiums when we are told about changes in your circumstances. If we accept these changes, it may be effective immediately or from the time and date agreed. All changes are part of the contract between us and are subject to all the terms of the policy. We will confirm the changes to your details by sending you an updated schedule.

If you are not sure whether a change may affect your cover, contact us anyway. If you do not tell us about changes or give us incorrect information, the wrong terms may be quoted and we will be entitled to reject payment of a claim or a payment could be reduced. In some circumstances your policy might be invalid, and you may not be entitled to a refund of premium.

2. CONTRIBUTION OF OTHER INSURANCES

If you claim for anything under this policy that is also covered by another insurance policy, you must provide us with full details of the other insurance policy. We will only be liable to pay our share of any claim.

3. CANCELLATION

You may cancel this policy at any time with immediate effect or from the time and date agreed. You need to tell us if you want to cancel the policy.

We may cancel this policy in writing giving you 30 days' notice.

When this policy is cancelled (by you or by us), **all benefits under it will end** from the date it is cancelled.

4. PREMIUM ADJUSTMENT

If the premium for any section of this policy has been calculated on any estimated figures, you must, after expiry of each period of insurance, provide us with the details and information we may require for the purpose of re-calculating the premium for such period. Any difference in premium will be paid by or to you as the case may be.

5. TAKING CARE

You or any person covered under this policy must take all **reasonable** steps to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition. If you do not, a claim may be rejected or payment of the claim could be reduced.

6. OUR RIGHTS AFTER AN EVENT (Subrogation condition)

On the happening of an insured event we may take, enter or keep possession of any damaged property and deal with it in any reasonable manner. You are not entitled to abandon any property to us whether we have taken possession or not.

If we indemnify you (settle your claim) in terms of this policy, we then step into your shoes and are legally afforded all of your rights to enable us to pursue third parties who may be legally liable for damage. You are legally obliged to assist us wherever we require you to. If you do not, we may demand return of any settlement previously made. Do not make any admission of liability (admit that you were at fault) to any party or make any payment which may be seen as an admission of liability. If you do, you may prejudice our rights (cause us financial loss) and if so, we may elect not to indemnify you (cover you for own damage or third party liability in terms of the policy).

For any section of this policy under which indemnity is provided for liability to third parties, we may, upon happening of the insured event, pay you the limit stated on your schedule or any lesser amount the claim can be settled for, after which we will not be under any further liability for such an event.

7. ANNUAL PREMIUM PAID MONTHLY

This policy is an **annual policy** and will be valid for 12 calendar months. The policy is renewed every time the 12 month cycle is completed and you pay your **monthly premiums** in advance.

It is your responsibility to ensure that there are **available funds** in your account and that your premium is paid when we submit the debit order. If we do not receive the premium by the due date, we will try to debit it again, together with the premium for the next month.

If two consecutive premiums are not paid, the policy will be cancelled and you will not have any cover.

Unless you tell us otherwise, we may in our discretion hold you responsible for the monthly premium if you have accepted the renewal terms. All bank charges are for your account.

If we do not receive your first premium (at inception), the policy will not start and you will not have any cover.

If **you** cancel the annual policy it will be cancelled from the date that you cancel, but only a pro-rata refund will be returned to you.

If **we** decide to change the premium for your cover under this policy, we will give you 30 days' written notice, and a pro-rata annual premium will be charged up to the renewal date.

8. FRAUD

If any claim is in any way fraudulent or if any fraudulent means are used by you or anyone colluding with you, then you will forfeit all rights and benefits under your policy.

9. SANCTION LIMITATION AND EXCLUSION

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

10. DISHONESTY

We may refuse to pay a claim under this policy or cancel the policy from the date on which you have deliberately or **dishonestly** tried to take advantage of us. In other words, if you are dishonest or if you exaggerate (overstate) the amount of your claim, to get a claim paid under your policy, to get cover for which you do not qualify or to get cover at a reduced premium, all benefits under this policy will be lost, the policy may be invalid and you may not be entitled to a refund of premium. We may also take legal action against you. If this happens, you will have to repay all amounts which we previously paid towards your claims under this policy.

11. EXCLUDED COVER

In the event that we allege that loss or damage is not covered in terms of any specific or general exclusion on this policy, you have to prove the contrary.

12. LIABILITY UNDER MORE THAN ONE SECTION

We will not be liable under more than one section of this policy for loss, damage or liability arising from the same event for the same loss, damage or liability.

13. REINSTATEMENT OF COVER AFTER A LOSS

In order for sums insured to be reinstated automatically after a loss, you will have to pay an additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is later) until the expiry of the period of insurance.

14. BREACH OF CONDITIONS

The conditions of this policy and the sections thereof will apply individually to each of the risks insured and not collectively. Any breach will only render the section to which the breach applies voidable.

15. NO RIGHTS TO OTHER PERSONS

Unless otherwise provided, this policy does not give any rights to any person other than you. Any extension providing indemnity to any person other than you, will not give that person any right to claim, the intension is that you will have to claim on behalf of that person.

16. VALUE ADDED TAX

All monetary amounts stated in this policy such as sums insured, limits of indemnity, premiums and first amounts payable are deemed to be Value Added Tax (VAT) inclusive amounts.

GENERAL PROVISIONS

1. CLAIMS PREPARATION COSTS

Your cover provided by each section of this policy is extended to include costs reasonably incurred by you in producing and certifying any particulars or details required by us for any claim or to confirm the amount of a claim. Our liability for claims preparation costs for any one claim, in respect of a particular section, will not exceed R1 000.00 or 10% of the sum insured or limit of indemnity on the claim affected, whichever is the lesser amount, plus any amount stated in the schedule if additional claims preparation costs are chosen as an extension.

2. PAYMENTS ON ACCOUNT

At our discretion, interim payments may be made to you, pending the finalisation of your claim.

3. FIRST AMOUNT PAYABLE (EXCESS)

This is the amount that you are personally responsible for in the event of a loss and will be stated on your policy schedule. We may also refer to this as your excess.

4. AVERAGE / APPORTIONMENT (IF YOUR SUM INSURED IS TOO LOW)

This provision will apply to the following sections of this policy:

- a. Fire
- b. Buildings Combined (Not applicable to accidental damage to sanitary ware)
- c. Office Contents (Not applicable to accidental damage to sanitary ware)

Should you suffer a loss as a result of an insured peril and the sum insured of the lost or damaged property is less than the replacement cost at the time, you will be considered your own insurer for the difference and will carry a rateable portion of the loss accordingly. Where items are individually specified in your schedule, each item will be subject to this condition.

5. MEMBERS

If you are a closed corporation, rather than a company, the term “member” is used instead of director.

6. MEANING OF WORDS

Your policy wording, schedule and endorsements must be read together and any word or expression which have been given a specific meaning, will have that meaning throughout the policy.

7. HOLDING COVERED

If we agree to hold cover, your item will be covered while the premium has not been agreed yet.

8. SCHEDULE SUMS INSURED BLANK

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

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

this means that the defined event or circumstance shown in the schedule is not insured by this policy.

9. SECURITY FIRMS

If an employee of a security firm contracted by you causes loss or damage, we agree that, if in terms of the said contract you may not claim against the security firm, we will not exercise our rights of recourse against the security firm.

10. POWER SURGE

The power surge clause is applicable to each of the following sections:

- a. Fire;
- b. Buildings combined;
- c. Office contents;
- d. Accidental damage;
- e. Business interruption with a combined limit as stated in 10.1 below.

10.1 Subject to the definitions, provisions, specific exceptions, terms and conditions in this section, we will cover you for loss or damage to property caused by an electric power surge up to R50 000 (fifty thousand Rand), provided that;

10.1.1 this cover will include loss or damage to refrigerated stock insured under the Fire section columns 4 and/or 5 and there will be no liability under this extension for such interruption of interference of the business for the first 24 (twenty four) hours;

10.1.2 this provision will not apply if the loss or damage is as a result of power surge caused by the exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to damage to property of such authority;

10.1.3 you will be responsible for the first 10% of each claim with a minimum of R1000 (one thousand Rand).

We will not cover

1. Loss or damage covered by any guarantee, service contract or any purchase agreement.
2. We will not cover loss or damage where you are unable to prove to our satisfaction that an approved surge protector is installed at the time of the loss.

HOW TO CLAIM

When you want to claim, you must:

- 1) Contact your broker as soon as possible. Should you wish to contact us directly, our telephone number for claims is 011 678 1354.

As part of the initial notification, we will require:

- 1.1 Your business name, address, and phone numbers.
 - 1.2 Your policy number.
 - 1.3 The date of the incident.
 - 1.4 The cause of the loss or damage.
 - 1.5 Details of the loss or damage and an estimated claim value if you know it.
 - 1.6 Police details where applicable.
 - 1.7 Names and addresses of any other people involved or responsible for the incident (including details of injuries) and addresses of any witnesses.
- 2) Give us full details of your claim within **30 DAYS** after the event and provide particulars of any other insurance covering events insured under this policy.
 - 3) Always give us true and complete information. All documentation and information which you provide as evidence or support of any claim must always be true and complete.
 - 4) When we ask for it, give us written proof or any other information within **14 days**.
 - 5) Report any event to the police within **24 hours** if it involves bodily injury, theft or any criminal act or suspected criminal act or loss of your property. There may be times when we require a SAPS Case reference number (CAS No/CR No/Enq No) for your claim to be valid.
 - 6) It is important that you tell us about any impending prosecution or inquest and give us any letter of demand, summons or similar legal document you have received in relation to any claim you have made under this policy as soon as you have received it.

If you do not do the above, we may decline your claim.

Please take note of these further important claims conditions:

- 1) We will always pay you directly in South African Rand and into a bank account in your name or as per the agreement of loss.
- 2) Every time you claim, you must pay the excess or first amount payable as stated in your policy schedule. We may deduct your excess from the accepted claim amount.
- 3) You must provide us with any information relating to your claim that we require, at your own expense.
- 4) You must provide us, at your own expense, with any information and assistance as we may reasonably require about any claim. For example, you must allow us to enter the building or place where the event took place and if necessary, to take the damaged property covered by this policy. You must also allow us to inspect or take apart any vehicle, item or part of it in order to assess your claim fairly and accurately. Do not throw away any damaged items before we have had a chance to see them, or carry out non-emergency repairs before we have had a chance to inspect them.
- 5) If, after the payment of a claim for lost or stolen property, the property or any part thereof is found, you must assist in the identification and physical recovery of the property if we ask you to. We will reimburse your reasonable expenses to do this.

If you do not agree to assist when we request your assistance, you will have to immediately repay us all amounts paid to you. If the property was successfully recovered we will be the rightful owner of the property.

- 6) In respect of any claim for personal injury under this Policy where such cover is granted, all certifications, information and evidence required by us must be furnished at your expense and the injured person must as often as required by us submit to a medical examination at our expense. In the case of death, we will be entitled to have a post mortem examination carried out.
- 7) You may not incur any expense (except as specifically provided for in this Policy) in making good any damage to a third party's property without our written consent, and shall not negotiate, pay, settle, admit or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without our prior written permission.

GENERAL EXCLUSIONS

CONTRACTUAL AGREEMENTS

You are not covered for anything which you are legally responsible for in terms of a contract unless you would have been legally responsible if the contract did not exist.

SPECIFIED ITEMS

You are not covered for any item not specified on your schedule, except under your unspecified all risks cover. If we do not issue a confirmation of cover or a schedule of insurance, you will not be covered.

SALE AGREEMENTS

You are not covered for anything caused by an actual or supposed exchange, cash or credit sale agreement. This includes theft by false pretences and/or fraud.

CONSEQUENTIAL LOSS

You are not covered for consequential loss unless specifically included.

ACTIONS BY AUTHORITIES

You are not covered for anything caused by or contributed to by the permanent or temporary removal (dispossession) of your property because of confiscation, appropriation or requisition by any lawfully established authority.

LOSSES OR DAMAGE COVERED BY A FUND IN TERMS OF LEGISLATION

You are not covered for any indemnity or compensation which is covered under any law specific to the loss or any fund in terms of legislation.

BREAKING OF THE LAW

You are not covered for any losses that happen as a result of or while you are busy transgressing any relevant laws.

EXISTING AND DELIBERATE DAMAGE

You are not covered for anything caused by an event which happened before the start of this insurance policy or an event caused deliberately by you, your family or any person covered under this policy.

DEFECTIVE CONSTRUCTION OR DESIGN

You are not covered for anything caused by poor or faulty design, workmanship or materials.

ASBESTOS

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.

NUCLEAR INDUSTRY

You are not covered for anything caused by or contributed to by risks in the nuclear industry in general. These risks include ionising, radiation, radioactive contamination from any nuclear fuel or nuclear waste, burning of nuclear fuel, radioactive, toxic, and explosive or other dangerous properties of any part of nuclear machinery, nuclear weapons, nuclear reaction, nuclear fission, and nuclear radiation.

DISTURBANCE AND CONFLICT

You are not covered for anything caused by:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military power.
2. Riot, labour disturbances that are not court approved or civil commotion.
3. Terrorism, meaning the use or threats of violence or action against people, property, business or everyday life for political, religious or ideological reasons.

DATE CHANGE AND COMPUTER VIRUSES

You are not covered for anything caused to equipment by its failing to correctly recognise data representing a date in such a way that it does not work properly or at all; or by computer viruses.

For the purposes of this exclusion:

1. Equipment includes computers and anything else insured by this policy which has a micro-chip in it.
 - 1.1. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.
 - 1.2. Microchips include integrated circuits and microcontrollers.
2. Computer viruses include any program or software which prevents or hinders any operating system, computer program or software working properly or at all.

ELECTRONIC DATA AND CYBER RISK

We will not pay for any losses directly or indirectly arising out of, caused by, contributed to or resulting from any of the following:

1. Functioning, non-functioning, improperly functioning, availability or unavailability of:
 - 1.1. The internet or similar facility; or
 - 1.2. Any intranet or private network or similar facility; or
 - 1.3. Any website, bulletin board, chat room, search engine, portal or similar third party application service.
2. Alteration, corruption, destruction, distortion, erasure, theft or other loss of or damage to data, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set unless specifically provided for; or
3. Loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of any insured to conduct business unless specifically provided for.

HOW WE USE YOUR PERSONAL INFORMATION

Please read the following carefully as it contains important information about the details that you have given us. You should show this notice to any other party related to this insurance.

WHO WE ARE

You are giving your information to Oakhurst Insurance Company Limited. We are a member of the Badger Group of Companies. In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

HOW YOUR INFORMATION WILL BE USED AND WHO WE SHARE IT WITH

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

To keep your insurance portfolio up to date and to assess risk fairly, we also need to compare and share some of your policy and personal information with other insurers, organisations and within our Group. You allow us to process your personal information.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks.
- Recover debt.
- Prevent and detect crime.
- Develop our services, systems and relationships with you.
- Understand our customers' requirements.
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission.
- Where we are required or permitted to do so by law.
- To credit reference and fraud prevention agencies and other companies that provides a service to our partners, you or us.
- Where we may transfer rights and obligations under this agreement.

We would like to keep you informed (by telephone, post, e-mail or sms) of selected products and services available from us and our chosen suppliers. If you would prefer not to receive this information from us and have not previously advised us of this, please let us know when you contact us.

We will not keep your information for longer than is necessary.

CREDIT REFERENCE AGENCIES

To determine premium payment rates at quote, renewal and/or any future invitations, we will make checks on your public data through a credit reference agency. These enquiries will be recorded and may affect your credit rating.

FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Recovering debt.
- Checking details on proposals and claims for all types of insurance.

OUR COMMITMENT TO YOU

At Oakhurst, we really care and we deliver. If you believe that we have not delivered the service you expected, or you are concerned about any aspect of our service, please let us know.

HOW TO CONTACT US

To help you resolve your concerns quickly it is important that you speak to the right person. If, therefore, your complaint relates to your policy or a claim then please call the Client Care Line number shown on the back cover of this booklet.

We then promise to:

- Fully investigate your complaint
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from your complaint to proactively improve our service in the future

We aim to resolve your concerns within 24 hours, as experience tells us that most difficulties can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, we will more formally acknowledge your complaint and refer it to the Oakhurst Internal Ombudsman. This department will then investigate your complaint and inform you of the outcome.

We will issue our business decision in writing.

Oakhurst Internal Ombudsman
Tel: 0861 001 041

Oakhurst Insurance Company Limited

Hurteria Building
127 A York Street
George
6529

If your complaint is still not satisfactorily resolved, you may contact:

The Ombudsman for Short Term Insurance

Share call: 0860 726 890
Fax: 011 726 5501

P O Box 32334
Braamfontein
2017

We always value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times.

If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Tel: 0861 001 083

Fax: 0866 778 120

Email: info@oakhurstins.co.za

Website: www.oakhurstins.co.za

PHYSICAL ADDRESS:

127 A York Street, George, 6529

POSTAL ADDRESS:

P.O. Box 9738, George, 6530

FIRE



OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

WHAT YOU ARE COVERED FOR

You are covered for damage to the property described in your schedule and owned by you or for which you are responsible as a result of any of the insured events described below.

INSURED EVENTS

1. Fire;
2. Lightning or thunderbolt;
3. Explosion;
4. Earthquake;
5. Storm, wind, water, hail or snow;
6. Damage caused by an aircraft and other aerial devices or articles dropped therefrom;
7. Damage arising from impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

THE FOLLOWING INSURED EVENTS ARE ALSO INCLUDED IN YOUR COVER:

Leakage

You are covered for damage caused by the accidental discharge or leakage from any sprinkler, drencher system or fire extinguishing installations and appliances.

Subsidence and landslip (limited cover)

You are covered for damage caused by gradual sinking of land (subsidence) or landslip of the land supporting your property as stated in your policy schedule.

The following is not covered:

1. Loss of or damage to swimming pools and surrounding areas, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
2. Loss of or damage to solid floor slabs or any part of the insured property resulting from the movement of such slabs unless the foundation supporting the external walls of the insured building(s) are damaged by the same cause at the same time.
3. Damage or defects that existed prior to the commencement of cover.
4. Damage caused by or attributable to:
 - 4.1 Faulty design or construction of, or the removal or weakening of support to any building situated at your insured premises.
 - 4.2 Workmen engaged in making any structural alterations, additions or repairs to any building situated at your insured premises.
 - 4.3 Excavation on or under land other than excavations in the course of mining operations.
 - 4.4 Normal settlement, shrinkage or expansion of the land supporting the insured property.
 - 4.5 Compact or infill.

- 4.6 Defective or faulty design, materials or workmanship.
- 4.7 Contraction and/or expansion of soil, clay or similar types or moist or damp.
- 5. Consequential loss of any kind whatsoever, other than loss of rental income, provided it is specifically included under this section.

If we allege that any damage is not covered under this section, the responsibility to prove that the damage is covered rests on you.

Malicious damage

You are covered for damage as a direct result of the deliberate or wilful act of any person committed with the intention to cause damage, with the following exceptions:

- 1. Movable property that is stolen.
- 2. Movable property that is removed or damaged in an attempt to steal it, or part of it.
- 3. Movable or immovable property damaged as a result of someone breaking in or out of the premises.

Shade nets and canopies

We will pay for loss or damage to shade nets and canopies in the open at the premises caused by hail, wind, snow or storm up to R50 000 (fifty thousand Rand) or the amount stated in the Schedule for per event.

We will apply the excesses on the following basis:

Age of shade nets	Excess
Up to 2 years	R 1000
Between 2 and 4 years	R 2500
Between 4 and 8 years	25% of the replacement value
Older than 8 years	No cover

WHAT YOU ARE NOT COVERED FOR

We do not cover loss or damage to property:

- 1. As a result of any process involving the use or application of water.
- 2. Caused by a tidal wave as a result of an earthquake or volcanic eruption.
- 3. Caused by the works of any mine below the surface.
- 4. In the open (other than buildings structures and plant designed to exist or operate in the open).
- 5. In any structure that is not completely roofed.
- 6. Caused by wear and tear or gradual deterioration.
- 7. Caused by the failure of a retaining wall, or for loss or damage to the retaining wall itself.
- 8. Undergoing any heating or drying process.
- 9. Insured by any marine insurance policy.
- 10. Caused by maintenance defects.

CLAUSES AND EXTENSIONS

Rent clause

You are covered for the amount of rent owed (the actual amount due to you by your tenant), rent payable (the actual amount of rent you need to pay your landlord) or the rental value (the rent you would have received if the insured property was fully let) in the event that the insured premises becomes wholly or partially unfit for purpose because of an insured event

We will only be liable for the actual loss in the rent owed to you, rent payable or rental value for the time that the premises are unfit for purpose, up to the maximum time limit and sum-insured stated in your schedule.

Capital additions

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property, other than stock and materials in trade, for an amount not exceeding 20% (twenty percent) of the sum insured thereon, it being understood that you undertake to advise us each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Architects' and other professional fees clause

This extension provides cover for professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the repair of your insured property following an insured event. This amount will not exceed 15% of the amount payable for the damage, provided that the total amount recoverable does not exceed the sum insured of the property affected.

Cost of demolition and clearing and erection of hoardings clause

You are covered for the necessary costs you incurred for:

1. the demolition of buildings and machinery and/or the removal of debris (including stock debris);
2. Providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations;

following damage to your insured property caused by an insured event.

The total amount recoverable will not exceed the sum insured on the affected property.

We will not pay for costs and expenses:

1. For the removal of debris other than from the site of the affected property and the area immediately next to the site.
2. Arising from pollution, contamination or property not insured by this section.

Fire extinguishing charges clause

You will have cover for any costs as a result of efforts to extinguish a fire, in addition to any other payment that we may be liable for in terms of this section. We will only indemnify you for costs you are legally liable for and on condition that your property is in danger from fire.

Municipal plans scrutiny fee clause

You are covered for a scrutiny fee, provided that the total amount recoverable under any item does not exceed the sum insured.

Deterioration of undamaged stock

Your cover is extended to include any loss incurred as a result of deterioration of undamaged stock which cannot be processed promptly due to interruption of the business less the amount of any salvage monies obtained in respect of the undamaged stock, on condition that:

1. the stock would have been utilised by the business had the insured event not occurred;
2. the stock cannot be utilised before the expiry of two years from the date of occurrence;

We will not be liable for more than the actual costs incurred by you to purchase the stock or the actual manufacturing costs incurred in producing the stock up until the occurrence of the event, less the net amount realised from the sale of the goods.

Public authorities' requirements clause

You are covered for additional costs necessary to repair or rebuild your damaged property in order to comply with building or other regulations under any act of parliament or by order of any provincial, municipal or other local authority provided that:

1. The works must commence within a reasonable time and may be carried out entirely or partially at another site (if required by aforementioned legislation) provided that our liability is not thereby increased.
2. If our liability under any item of this section, apart from this clause, is reduced by the application of terms, exclusions or conditions of this policy, our liability under this clause will be proportionally reduced.
3. Our liability under any item of this section will not exceed the sum insured.

You are not covered for:

1. Costs for damage which occurred prior to the commencement of this extension.
2. Costs for undamaged property or undamaged portions of property, other than repairs on foundations of the damaged portions.
3. Any rate, tax, duty, development or other charge or the costs of assessing any capital appreciation that may be due in order to comply with any of the aforesaid regulations.

Disposal of salvage

Without doing away with our rights to rely on the provisions of the General Conditions in the event of a loss, we agree that we will not sell or otherwise dispose of any property which is the subject of a claim hereunder without your consent, provided that you can prove to our satisfaction that to do so will prejudice your interests. In this event we agree to give you first option to repurchase such property at its fair intrinsic value or market value, whichever is the greater.

You will not be entitled under the provisions of this clause to abandon any property to us whether we have taken possession of the property or not.

Water leaks/loss of water

You are covered for the cost of water lost through leakage from pipes in any building, unit or on common property and for which you are financially liable;

Provided that:

1. we will only indemnify you for the cost of additional water consumption in the event that a quarterly meter reading of water consumption exceeds the average of the previous four quarterly meter readings by 50% (fifty percent) or more;
2. our liability will not exceed R15 000 (fifteen thousand Rand) for any one event or R50 000 (fifty thousand Rand) during any one insurance period;
3. you take immediate steps to identify and repair the leak immediately upon discovery thereof, either through visual confirmation thereof, or the receipt of an unusually high water reading on your account, or any other circumstance that may indicate the probability of a water leak.
4. we will not be liable to pay for:
 - 4.1 any cost towards remedial action including repairs to affected apparatus/pipes;
 - 4.2 losses as a result of:
 - 4.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;
 - 4.2.2 any deliberate act(s) by you;
 - 4.2.3 taps left open after being used;
 - 4.2.4 any unit left unoccupied for more than 30 (thirty) consecutive days.

Each claim will be reduced by the first amount payable (excess) stated in your policy schedule.

Motors and pumping equipment

You are covered for loss of or damage to fixed filtration plant, water-pumping machinery, electronic gate motors or garage door machinery by an insured peril;

Provided that:

1. we will not be liable to pay more than the amount stated in your schedule for any one event and/or during any one insurance period;
2. you will be liable for the excess stated in your schedule for each claim;
3. we will not be liable to compensate for:
 - 3.1 loss of or damage to automatic pool cleaners;
 - 3.2 loss or damage as a result of wear and tear;
 - 3.3 wear and tear;
 - 3.4 gradual deterioration;
 - 3.5 inherent vice and latent defects;
 - 3.6 any loss or damage recoverable under warranty.

Temporary repairs and measures after loss

You are covered for all costs and expenses you incurred for effecting temporary repairs and/or taking temporary measures, reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, provided that our liability hereunder will not exceed, in the aggregate, the amount stated in your policy schedule.

Temporary removal clause

You are covered for loss of or damage to your insured property while it is temporarily removed elsewhere on the premises stated in the schedule or to any other premises including transit by road, rail or inland waterway anywhere within South Africa, Mozambique, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi provided that:

1. Unless the temporary removal is for the purpose of cleaning, renovation, repair or similar process, our liability will not exceed 20% of the sum insured applicable to any item;
2. The amount payable under this clause will not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

Landscaping

You are covered for the costs reasonably and necessarily incurred by you for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations situated at the grounds of the insured buildings up to R10 000 (ten thousand Rand) per event.

The loss or damage must be caused by:

1. fire, explosion or as a result of firefighting operations;
2. any other emergency service operations;
3. impact by vehicles or aircraft or other aerial devices,
4. any deliberate or malicious acts, excluding theft or attempted theft.

Tenant's clause

Our liability to you under this section will not be affected by the act or omission of any owner of a building or any tenant (other than you) provided that you had no knowledge of this act or omission. You have to inform us as soon as you become aware of any act or omission that may be in breach of any terms, exclusions or conditions of this policy. You must take all reasonable steps to prevent damage to the insured property. In the event that your cover is amended, you may be responsible for an additional premium.

Public supply connections clause

This extension includes cover for accidental damage to water, sewerage, gas, electricity and telecommunication connections to your property, or which you are legally responsible for, between your insured property and the public supply or mains.

Mortgagee clause

The interest of any mortgagee in the insurance under this section will not be prejudiced by any act or omission of the mortgagor without the mortgagee's knowledge. The mortgagee must, however, inform us as soon as any such act or omission comes to his knowledge. After amending the cover you may be responsible for an additional premium.

Reinstatement value conditions clause

In the event of damage to property other than stock, the amount payable will be the cost of replacing or reinstating your property with the same kind or type, but not superior to or more expensive than your insured property when new.

Please take note of the following conditions:

1. The cost is based on reinstatement at the same site, but we may agree to another site provided that our liability is not increased.
2. You must advise us within 6 months if you are unable to reinstate or to start the work without delay. This period may be increased with our written consent.
3. Your sum insured must represent the cost of replacing or reinstating all your insured property, otherwise average will apply.
4. You must have actually incurred expenses to reinstate the damaged property.

Geyser

You are covered for loss of or damage to your geyser(s) as specified in your policy schedule.

OPTIONAL EXTENSIONS (if stated in the schedule to be included)

Escalator clause

Your sum insured will increase at the date of an event by that portion of the specified percentage in relation to the period of insurance.

At each renewal date, you must notify us of the new sum insured for the coming period of insurance, and the percentage required to allow for inflation. If this is not done, this clause will cease to apply. The additional premium for this extension will be 50% of the premium produced by applying the percentage to the annual premium for the sum insured to which this extension applies.

Stock declaration conditions

In respect of stock and materials in trade insured under this section the initial provisional premium is calculated on 75 percent of the sum or sums insured thereon, subject to the following specific conditions:

1. Within 30 days of the end of the period stated in your schedule, you must give us a written declaration of the market value of all stock and materials in trade you hold at the insured premises. Should you fail to do so, we will assume you to have declared the full sum insured.
2. Any claim will be settled based on the market value immediately before the damage.
3. At the end of each period of insurance, the final premium will be calculated on the average sum insured. That is, the total of the values declared or assumed declared, divided by the number of declarations that should have been made. If the resultant premium differs from the provisional premium, the difference will be payable by or to you as the case may be, but we will never pay more than 50% of the provisional premium.

4. If, after the occurrence of damage, it is found that the last declaration is less than it should have been, the amount which would have been recoverable by you will be reduced in proportion to the amount that should have been declared or to the sum insured, whichever is the lesser amount. These conditions operate cumulatively with average.
5. In the event of a loss the sum insured will be automatically reinstated at an additional premium calculated until the expiry of the period of insurance. This additional premium will not be taken into account in the final adjustment premium.
6. Our liability will not exceed the sum insured on your policy.
7. The above specific conditions will apply individually to each item to which these stock declarations conditions apply.

Subsidence and landslip (extended cover)

1. You are covered for loss of or damage to the insured property as a result of subsidence or landslip of the land supporting the insured property or heave thereof, unless the loss or damage is as a result of:
 - 1.1 normal settlement, shrinkage or expansion of the land supporting insured property;
 - 1.2 alterations, additions or repairs to the insured property;
 - 1.3 compaction or infill;
 - 1.4 defective or faulty design, materials or workmanship;
 - 1.5 excavations other than mining operations;
 - 1.6 contraction and or expansion of soil, clay or similar types;
 - 1.7 moist or damp;
 - 1.8 the removal or weakening of support to the insured property.
2. You will not be covered for:
 - 2.1 loss of or damage to septic or conservancy tanks, drains or water courses unless the building(s) is damaged at the same time by the same event;
 - 2.2 any consequential loss whatsoever;
 - 2.3 damage that existed at commencement of cover.

Wild baboons and monkeys (buildings and contents)

You are covered for loss of or damage to the building(s) and outbuilding(s) as well as the contents of the building(s) and outbuilding(s) stated in your schedule caused by wild baboons or monkeys up to R20 000. Wild baboons and monkeys will not be regarded as vermin for the purpose of this cover.

BUILDINGS COMBINED



OAKHURST

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WHAT YOU ARE COVERED FOR

1. Damage as a result of insured events described in sub-section A:
 - 1.1 to the buildings including all outbuildings (constructed of brick, stone concrete or metals on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in your schedule) and sporting and recreational structures, landlord's fixtures and fittings, walls (except dam walls), gates, posts, fences, and tarred or paved roads, driveways, paths or parking areas;
 - 1.2 upon payment of an additional premium, to buildings including all outbuildings of non-standard construction (constructed of wood or cladding and roofed with thatch);
2. Damage as a result of insured events described in sub-section B, to public supply connections, situated as stated in your schedule.
3. Loss of rent as provided for in sub-section C.
4. Legal liability as provided for in sub-section D.

INSURED EVENTS

SUB-SECTION A – PROPERTY

1. Fire, lightning, thunderbolt, underground fire, explosion.
2. Storm, wind, water, hail or snow.
3. Earthquake.
4. Impact by aircraft and other aerial devices or articles dropped from them.
5. Damage arising from impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.
6. Theft or any attempted theft accompanied by violent and forcible entry or exit from the building.
7. Accidental damage to sanitary ware.

You are not covered for loss or damage:

1. As a result of your property undergoing any process that necessarily involves the use or application of water.
2. Caused by the underground workings of any mine.
3. To property in any structure not completely roofed.
4. To property which is a retaining wall.
5. Caused by wear and tear or gradual deterioration.
6. Caused by or aggravated by subsidence or landslip.
7. Caused by your failure to take all reasonable precautions for the maintenance and safety of your insured property and/or for minimising any destruction or damage.
8. As a result of theft (or any attempt thereat) from any building if the building becomes unoccupied for longer than 30 (thirty) consecutive days, unless we agree in writing to provide cover. You will be liable for an additional excess equal to 20% (twenty percent) of the claim amount in the event that we are liable under this section and the property is unoccupied for longer than 30 days.

SUB-SECTION B – PUBLIC SUPPLY CONNECTIONS

You are covered for accidental damage to water, sewerage, gas, electricity and telecommunication connections to your property or which you are legally responsible for, between your insured property and the public supply or mains.

SUB-SECTION C – RENT

You are covered for your loss of rental income if your insured property or a portion thereof is damaged by any of the insured events specified in sub-section A to the extent that it cannot be leased, wholly or in part, whilst the property is being repaired. Our maximum liability will not exceed 25% (twenty five percent) of the sum insured applicable to the affected property.

The basis of calculation will be the monthly rent due by your tenant immediately before the damage or, the reasonable, market related rental value.

SUB-SECTION D – LIABILITY

You are covered up to the limit in your schedule for any one claim, or series of claims, arising from one accidental event, which may result in you becoming legally liable for loss or damages as a result of:

1. death, bodily injury or illness to any person; and/or
2. loss or damage to property not owned by you.

The legal liability must be as a result of your ownership of the insured buildings.

You are not covered for any loss, damage or liability arising from:

1. Death, bodily injury or illness to any member of your family residing with you or an employee of either you or your family.
2. Damage to property belonging to or in the custody or control of you, your family or any of your employees.
3. The use or ownership of mechanically propelled vehicles by any other person on your behalf.
4. The vibration of or the removal or weakening of or any interference with support to any land, building or other structure.
5. Any agreement or contract you enter into except if the loss, damage or liability would have existed had you not entered into the agreement or contract.
6. Fines, penalties, punitive, exemplary or vindictive damages.
7. Any legal actions or legal claims brought against you, decided or heard in countries outside South Africa.

PROVISIONS TO SUB-SECTION D

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

CLAUSES AND EXTENSIONS

The following clauses and extensions will only be included if stated in your policy schedule.

Limited subsidence and landslip extension to sub-section A

You are covered for damage caused by the gradual sinking of land (subsidence) or landslip of the land supporting your property as stated in your policy schedule.

You are not covered for:

1. Loss of or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
2. Loss of or damage to solid floor slabs or any part of the insured property resulting from the movement of such slabs, unless the foundation supporting the external walls of the insured building(s) are damaged by the same cause at the same time.
3. Damage that existed at commencement of cover.
4. Damage caused by or attributable to:
 - 4.1 Faulty design or construction of, or the removal or weakening of support to any building situated at your insured premises.
 - 4.2 Workmen engaged in making any structural alterations, additions or repairs to any building situated at your insured premises.
 - 4.3 Excavation on or under land, other than excavations in the course of mining operations.
 - 4.4 Normal settlement, shrinkage or expansion of the land supporting the insured property.
 - 4.5 Compact or infill.
 - 4.6 Defective or faulty design, materials or workmanship.
 - 4.7 Contraction and/or expansion of soil, clay or similar types.
 - 4.8 Moist or damp.
5. Consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

Where we allege that, by operation of the requirements of these exclusions, any damage is not covered by this section, you have to prove the contrary.

Prevention of access extension to sub-section C

If property within a 25km radius of the premises stated in your schedule is damaged by an insured event defined in sub-section A during the period of insurance and this prevents or hinders the use of or access to the insured property under this section, your loss in rental income will be covered up to the limits listed in sub-section C.

Architects' and other professional fees clause

You are covered under sub-section A for professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the repair of your insured property following an insured event. This amount will not exceed 15% of the amount payable for the damage, provided that the total amount recoverable does not exceed the sum insured of the property affected.

Capital additions

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than stock and materials in trade for an amount not exceeding 20% (twenty percent) of the sum insured thereon, it being understood that you undertake to advise us each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Water leaks/loss of water

You are covered for the cost of water lost through leakage from pipes in any building, unit or on common property and for which you are financially liable;

Provided that:

1. we will only indemnify you for the cost of additional water consumption in the event that a quarterly meter reading of water consumption exceeds the average of the previous four quarterly meter readings by 50% (fifty percent) or more;
2. our liability will not exceed R15 000 (fifteen thousand Rand) for any one event or R50 000 (fifty thousand Rand) during any one insurance period;
3. you take immediate steps to identify and repair the leak immediately upon discovery thereof, either through visual confirmation thereof, or the receipt of an unusually high water reading on your account, or any other circumstance that may indicate the probability of a water leak.
4. we will not be liable to pay for:
 - 4.1 any cost towards remedial action including repairs to affected apparatus/pipes;
 - 4.2 losses as a result of:
 - 4.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;
 - 4.2.2 any deliberate act(s) by you;
 - 4.2.3 taps left open after being used;
 - 4.2.4 any unit left unoccupied for more than 30 (thirty) consecutive days.

Each claim will be reduced by the first amount payable (excess) stated in your policy schedule.

Cost of demolition, clearing and erection of hoardings clause

You are covered for the necessary costs you incurred for:

1. the demolition of buildings and machinery and/or the removal of debris (including stock debris);
2. Providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations;

following damage to your insured property caused by an insured event.

The total amount recoverable will not exceed the sum insured on the affected property.

We will not pay for costs and expenses:

1. For the removal of debris other than from the site of the affected property and the area immediately next to the site.
2. Arising from pollution, contamination or property not insured by this section.

Fire extinguishing charges clause

You will have cover for any costs as a result of efforts to extinguish a fire, in addition to any other payment that we may be liable for in terms of this section. We will only indemnify you for costs you are legally liable for and on condition that your property is in danger from fire.

Mortgagee clause

The interest of any mortgagee in the insurance under this section will not be prejudiced by any act or omission of the mortgagor without the mortgagee's knowledge. The mortgagee must, however, inform us as soon as any act or omission comes to his knowledge. After amending the cover the mortgagor may be responsible for an additional premium.

Municipal plans scrutiny fee clause

You are covered for a scrutiny fee, provided that the total amount recoverable under any item does not exceed the sum insured.

Public authorities' requirements clause

You are covered for additional costs necessary to repair or rebuild your damaged property in order to comply with building or other regulations under any act of parliament or by order of any provincial, municipal or other local authority provided that:

1. The works must commence within a reasonable time and may be carried out entirely or partially at another site (if required by aforementioned legislation) provided that our liability is not thereby increased.
2. If our liability under any item of this section, apart from this clause, is reduced by the application of terms, exclusions or conditions of this policy, our liability under this clause will be proportionally reduced.
3. Our liability under any item of this section will not exceed the sum insured.

You are not covered for:

1. Costs for damage which occurred prior to the commencement of this clause.
2. Costs for damage not covered under this section.
3. Costs where notice has been given to you before the event.
4. Costs for undamaged property or undamaged portions of property other than foundations of that portions damaged.
5. Any rate, tax, duty, development or other charge or the costs of assessing any capital appreciation that may be due in order to comply with any of the aforesaid regulations.

Motors and pumping equipment

You will have cover for loss of or damage to fixed filtration plant, water-pumping machinery, electronic gate motors or garage door machinery by an insured peril;

Provided that:

1. we will not be liable to pay more than the amount stated in your schedule for any one event and/or during any one insurance period;
2. you will be liable for the excess stated in your schedule for each claim;

3. we will not be liable to compensate for:
 - 3.1 automatic pool cleaners;
 - 3.2 loss or damage as a result of wear and tear;
 - 3.3 wear and tear;
 - 3.4 gradual deterioration;
 - 3.5 inherent vice and latent defects;
 - 3.6 any loss or damage recoverable under any warranty.

Reinstatement value conditions clause

In the event of damage to property, the amount payable will be the cost of replacing or reinstating with property of the same kind or type, but not superior to or more expensive than your insured property when new.

Please take note of the following conditions:

1. The cost is based on reinstatement at the same site, but we may agree to another site provided that our liability is not increased.
2. You must advise us within 6 months if you are unable to reinstate and/or to start the work with undue delay. This period may be increased with our written consent.
3. Your sum insured must represent the cost of replacing or reinstating all your insured property, otherwise average will apply.
4. You must have actually incurred expenses to reinstate the damaged property.

Shade nets and canopies

We will pay for loss or damage to shade nets and canopies in the open at the premises caused by hail, wind, snow or storm up to R50 000 (fifty thousand Rand) or the amount stated in the Schedule for per event.

We will apply the excesses on the following basis:

Age of shade nets	Excess
Up to 2 years	R 1000
Between 2 and 4 years	R 2500
Between 4 and 8 years	25% of the replacement value
Older than 8 years	No cover

Landscaping

You will be covered for the costs reasonably and necessarily incurred by you for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations situated at the grounds of the insured buildings up to R10 000 (ten thousand Rand) per event.

The loss or damage must be caused by:

1. fire, explosion or as a result of firefighting operations;
2. any other emergency service operations;
3. impact by vehicles or aircraft or other aerial devices;
4. any deliberate or malicious acts, excluding theft or attempted theft.

Temporary removal clause

You will be covered for your insured property while it is temporarily removed from the premises stated in the schedule to any other premises including transit by road, rail or inland waterway anywhere within South Africa, Mozambique, Namibia, Botswana, Lesotho and Swaziland provided that:

1. The temporary removal is for the purpose of cleaning, renovation, repair or similar process and our liability will not exceed 20% of the sum insured applicable to any item.
2. The amount payable under this clause will not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

Temporary repairs and measures after loss

You will be covered for all costs and expenses you incurred for effecting temporary repairs and/or taking temporary measures, reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, provided that our liability hereunder will not exceed, in the aggregate, the amount stated in your policy schedule.

Tenant's clause

Our liability to you under this section will not be affected by the act or omission of any owner of a building or any tenant (other than you) provided that you had no knowledge of this act or omission. You have to inform us as soon as you become aware of any act or omission that may be in breach of any terms, exclusions or conditions of this policy. You must take all reasonable steps to prevent damage to the insured property. In the event that your cover is amended, you may be responsible for an additional premium.

Escalator clause extension

Your sum insured will increase at the date of an event by that portion of the specified percentage in relation to the period of insurance.

At each renewal date, you must notify us of the new sum insured for the coming period of insurance, and the percentage required to allow for inflation. If this is not done, this clause will cease to apply. The additional premium for this extension will be 50% of the premium produced by applying the percentage to the annual premium for the sum insured to which this extension applies.

Malicious damage extension

You are covered for loss or damage directly caused by the deliberate or wilful act of any person committed with the intention of causing damage and loss or damage in an attempt to remove movable property or part of it from any insured premises owned or occupied by you.

We will also cover damage caused by thieves whilst breaking into or out of or attempting to break into or out of any premises insured under this section and owned or occupied by you.

If any building insured under this section becomes unoccupied for more than 30 consecutive days, you will have no cover unless, we agree in writing to provide cover.

We will not cover

1. Damage related to or caused by fire or explosion.
2. Consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
3. Damage as a result of total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
4. Damage as a result of permanent or temporary dispossession through confiscation, commandeering or requisition by any lawfully constituted authority.
5. Damage related to or caused by any occurrence referred to in the general exclusions.

Security companies (applicable to sub-section D)

You are covered for amounts that you may become responsible to pay, arising out of a written contract with any security company or armed response service during the period of insurance in respect of the property sub-section.

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

Replacement of locks, keys, tags and remote control access devices

You are covered for the cost of replacing the locks, keys, tags and remote access devices to your insured premises if they are stolen by violent and forcible means, for up to R 5,000.00 (five thousand rand).

Disposal of salvage

Without doing away with our rights to rely on the provisions of the General Conditions in the event of a loss, we agree that we will not sell or otherwise dispose of any property which is the subject of a claim hereunder without your consent, provided that you can prove to our satisfaction that to do so will prejudice your interests. In this event we agree to give you first option to repurchase such property at its fair intrinsic value or market value, whichever is the greater.

You will not be entitled under the provisions of this clause to abandon any property to us whether we have taken possession of the property or not.

OPTIONAL EXTENSIONS (if stated in the schedule to be included)

Wild baboons and monkeys (buildings and contents)

You are covered for loss of or damage to the building(s) and outbuilding(s) as well as the contents of the building(s) and outbuilding(s) stated in your schedule caused by wild baboons or monkeys up to R20 000. Wild baboons and monkeys will not be regarded as vermin for the purpose of this cover.

Subsidence and landslip (extended cover)

You will be covered for loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof provided that such loss or damage is not caused by or does not arise from:

1. normal settlement, shrinkage or expansion of the land supporting insured property;
2. alterations, additions or repairs to the insured property;
3. compaction or infill;
4. defective or faulty design, materials or workmanship;
5. excavations, other than mining operations;
6. contraction and or expansion of soil, clay or similar types;
7. moist or damp;
8. the removal or weakening of support to the insured property.

You will not be covered for:

1. loss of or damage to septic or conservancy tanks, drains or water courses unless the building(s) is damaged at the same time by the same event;
2. any consequential loss whatsoever;
3. damage that existed at commencement of cover.

OFFICE CONTENTS



OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

WHAT YOU ARE COVERED FOR

You are covered for loss or damage to your office contents (excluding electronic equipment and the like) including landlord fixtures and fittings, and property for which you are responsible. You are also covered for property owned by any partner, director or any of your employees while the property is contained in the insured offices and/or consulting rooms (hereinafter called the office premises) for any of the perils specified in sub-section A below, unless this cover is excluded in your schedule.

SUB-SECTION A (CONTENTS)

You are covered for loss or damage to your office contents as a result of any of the below insured events:

1. Fire, lightning, thunderbolt, subterranean fire or explosion.
2. Storm, wind, water, hail or snow excluding loss of or damage to property because of any process necessarily involving the use or application of water.
3. Earthquake but excluding loss of or damage to property in the underground workings of any mine.
4. Impact by aircraft and other aerial devices or articles dropped therefrom.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.
6. Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.
7. Bursting of pipes or water apparatus.
8. Accidental damage to sanitary ware.
9. Theft, provided that;
 - 9.1. theft was accompanied by visible signs of forcible and violent entry to or exit from the premises or any attempt or accompanied with threat of violence;
 - 9.2. we will not be liable to pay more than 25% (twenty five percent) of the sum insured or the amount stated in your schedule;
 - 9.3. you will be liable for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) for each and every claim, or the amount stated in your schedule.

Limitations clause

Our liability under this sub-section in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds are restricted to the value of materials and labour.

We do not cover

1. Property outside South Africa, Mozambique, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.
2. Designs, patterns, models or moulds (except if noted on the policy schedule), stock-in-trade, samples, motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones.

SUB-SECTION B (RENT)

You are covered for your actual loss of rent suffered by you if your office premises or portion thereof is damaged by any of the insured events specified in sub-section A to the extent that it is uninhabitable. The indemnity under this sub-section will not exceed 30% of the sum insured or value (whichever is the lower) of the contents in your affected premises or portion thereof.

For the purpose of this sub-section, the term "office premises" will extend to any premises or portion thereof in the surrounding area where damage to that extended premises prevents or limits access to your office premises.

SUB-SECTION C (DOCUMENTS)

You are covered for loss of or damage to documents normally kept at the office premises as a result of any insured event not specifically excluded.

Definition

Documents will mean any books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by you in your business and owned by you or which you are responsible for.

Money, current postage or revenue stamps, films, tapes, cancelled and valid coupons, securities, bearer bonds, cheques, drafts, electronic equipment and any written order to pay a sum of money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data carrying media shall be excluded from the definition of documents, unless stated otherwise in your schedule.

Limitations

Our liability under this sub-section is limited to all costs, charges and expenses incurred by you in replacing or restoring the documents.

You are not covered for loss or damage caused by:

1. Electric or electronic or magnetic damage, disturbance or data loss from electronic or magnetic recordings, unless caused by lightning, in which case the lightning loss will be reduced as stated in your policy schedule.
2. Vermin or inherent defect or by processing, copying or other work upon the documents.
3. The dishonesty of any of your principals, partners or directors whether acting alone or in collusion with others.
4. Gradual deterioration or wear and tear.

SUB-SECTION D (LEGAL LIABILITY DOCUMENTS)

You are covered for any amount due to a third party as a result of loss or damage to documents as defined up to an amount of R 50,000.00 (fifty thousand rand), provided that we have admitted liability or you have been ordered by a court of law to pay for such damaged and further provided that you have actually paid those damages.

You are not covered for

Liability assumed by you under any contract, undertaking or agreement where the liability would not have attached to you in the absence of such a contract, undertaking or agreement.

SUB-SECTION E (INCREASE IN COST OF WORKING)

You are covered for any additional expenses not otherwise provided for in this section reasonably and actually incurred by you for the purpose of maintaining the normal operation of the business as a result of loss or damage for valid claims under the contents or documents sub-section, up to 25% of the sum insured on the contents of the office premises affected.

CLAUSES AND EXTENSIONS

Alterations and misdescription

Your cover under this section will be affected by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or in the event of structural alterations, repairs to buildings, machinery or plant, provided that you give us notice as soon as possible.

Capital additions

Your cover under this section will include alterations, additions and improvements to your property for an amount not more than 15% of the sum insured of the office contents provided that you advise us of these alterations, additions and improvements at each quarter and pay an additional premium.

Clothing and personal items of staff

This extension will cover you for theft of clothing or personal items of staff, accompanied by forcible or violent entry or exit from the offices and/or consulting rooms, up to R3 000 (three thousand Rand) or the amount stated on the schedule.

Fire extinguishing charges

You are covered for costs, up to R 5,000.00 (five thousand rand) related to the attempts to extinguish fire at your insured property and these costs will be payable in addition to any other payments that we may be liable for in terms of this section. This extension is subject to amounts you are legally liable for and subject to your property being in danger of fire damage.

Locks and keys

You are covered for the cost, up to R 3,000.00 (three thousand rand) of replacing the locks, keys, tags and remote access devices to your insured premises if they are stolen by violent and forcible means. This section will also provide cover if you have reason to believe that any unauthorised person may be in possession of a duplicate of your keys.

Subsidence and landslip limited cover

You are covered for damage caused by the gradual sinking of land (subsidence) or landslip of the land supporting your property as stated in your policy schedule.

You are not covered for:

1. Loss of or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
2. Loss of or damage to solid floor slabs or any part of the insured property resulting from the movement of such slabs, unless the foundation supporting the external walls of the insured building(s) are damaged by the same cause at the same time.
3. Damage that existed at commencement of cover.
4. Damage caused by or attributable to:
 - 4.1 Faulty design or construction of, or the removal or weakening of support to any building situated at your insured premises.
 - 4.2 Workmen engaged in making any structural alterations, additions or repairs to any building situated at your insured premises.
 - 4.3 Excavation on or under land, other than excavations in the course of mining operations.
 - 4.4 Normal settlement, shrinkage or expansion of the land supporting the insured property.
 - 4.5 Compact or infill.
 - 4.6 Defective or faulty design, materials or workmanship.
 - 4.7 Contraction and/or expansion of soil, clay or similar types.
 - 4.8 Moist or damp.
5. Consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

Where we allege that, by operation of the requirements of these exclusions, any damage is not covered by this section, you have to prove the contrary.

New and additional premises

If you occupy offices or consulting rooms other than those situated as stated in your schedule in South Africa, your cover under this section will apply as though those offices or consulting rooms were office premises within the range of this section provided that:

1. You will, within 30 days of taking occupation, advise us of the address and sum insured and pay an additional premium.
2. Your additional premises are not otherwise insured.

Removal of debris

You are covered for the reasonable cost and expenses, up to R 5,000.00 (five thousand rand), actually and necessarily incurred by you for the removal of debris following loss or damage to your insured property, caused by any insured event.

We will not pay for any costs or expenses:

1. Incurred in removing debris, other than on the site of the property destroyed or damaged and the area immediately next to the site.
2. As a result of pollution or contamination of property not insured by this section.

Temporary removal

You are covered for loss or damage to your insured property, caused by an insured event, whilst your property is temporarily contained in any building in South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi. The personal property of any of your partners, directors or employees will not be covered by this clause.

Temporary repairs and measures after a loss

You are covered for all reasonable costs and expenses incurred by you for temporary repairs to your insured property and taking temporary measures that may be reasonably necessary after a loss covered under sub-section A, up to R10 000 (ten thousand Rand).

Tenant's

Our liability to you under this section will not be affected by the act or omission of any owner of a building or any tenant (other than you) provided that you had no knowledge of this act or omission. You have to inform us as soon as you become aware of any act or omission that may be in breach of any terms, exclusions or conditions of this policy. You must take all reasonable steps to prevent damage to the insured property. In the event that your cover is amended, you may be responsible for an additional premium.

Replacement value condition

In the event of a valid claim under this section, we will repair or replace your contents with similar property in a condition equal, but not better or more expensive than its condition when new. If at the time of a loss, the cost of replacing all your contents exceeds the sum insured on your policy, average will apply and you will be considered as being your own insurer for the difference and will bear a rateable proportion of the loss accordingly.

Malicious damage

You are covered for loss or damage directly caused by the deliberate or wilful act of any person committed with the intention of causing damage and loss or damage in an attempt to remove movable property or part of it from any premises owned or occupied by you.

We will also cover damage caused by thieves whilst breaking into or out of or attempting to break into or out of any premises insured under this section and owned or occupied by you.

If any building insured under this section becomes unoccupied for more than 30 consecutive days, you will have no cover unless you obtain written consent by us to continue this extension.

We will not cover

1. Damage related to or caused by fire or explosion.
2. Consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
3. Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
4. Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Damage related to or caused by any occurrence referred to in General exceptions.

Disposal of salvage

Without doing away with our rights to rely on the provisions of the General Conditions in the event of a loss, we agree that we will not sell or otherwise dispose of any property which is the subject of a claim hereunder without your consent, provided that you can prove to our satisfaction that to do so will prejudice your interests. In this event we agree to give you first option to repurchase such property at its fair intrinsic value or market value, whichever is the greater.

You will not be entitled under the provisions of this clause to abandon any property to us whether we have taken possession of the property or not.

OPTIONAL EXTENSIONS (if stated in your schedule to be included)

Riot and strike

Subject to the terms, conditions, exclusions and warranties of this policy, the contents, rent and documents sub-sections are extended to cover loss or damage directly caused by or through or as a result of:

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

The Riot and strike extension does not cover

1. Loss or damage occurring in South Africa and Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in the general exceptions of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If we allege that the loss or damage is not covered by this section, the burden of proving the contrary will rest on you.

Theft

Item 9 under SUB-SECTION A (CONTENTS) above is deleted and replaced by:

Theft or any attempt thereat other than by any of your principals, partners, directors or employees provided that:

1. we will not be liable to pay more than 25% (twenty five percent) of the sum insured;
2. you will be liable for the first 10% (ten percent) of the claim minimum R500 (five hundred Rand) or the amount stated in your schedule;
3. the provision for Average will not apply to this Optional Extension.

BUSINESS INTERRUPTION



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DEFINITIONS

Indemnity period - The period during which the business' results are affected due to an insured loss or damage, beginning with the date of the loss or damage and ending no later than the maximum indemnity period mentioned in your schedule. It is the length of time for which compensation is payable under your business interruption cover.

Turnover - The amount of money received by you for the goods sold, delivered and/or services rendered by your insured business.

Gross profit (difference basis)

The turnover *plus* the closing stock (at cost) *less* the opening stock (at cost), purchases and other uninsured costs.

The value of the opening and closing stock will be calculated in accordance with your normal accountancy methods and provision will be made for depreciation from the date of the claim.

Gross profit (additions basis)

The sum produced by adding to the net profit the amount of the insured standing charges or, if there is no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.

Gross rentals - The money paid or payable to you by tenants for rental of the premises and for services rendered.

Net profit - Your business' net trading profit (exclusive of all items of a capital nature) after provision has been made for all operating expenses, but before deduction of any tax on profits.

Revenue - The money received by you for the goods sold and services rendered by your insured business.

Uninsured cost - As specified in your schedule.

Insured standing charges - As specified in your schedule.

Time excess - The period of time that starts immediately after the loss causing event and ends at the conclusion of the period listed on your schedule as the indemnity period.

Standard turnover, standard revenue, standard gross rentals - The turnover (revenue) (gross rentals) during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period adjusted as necessary for the trend of your business and for variations or other circumstances affecting your business. Any reduced operation cost or sum earned during the indemnity period will be taken into consideration in determining your financial loss.

Annual turnover, annual revenue, annual gross rentals - The turnover (revenue) (gross rentals) during the twelve months immediately before the date of the damage adjusted as necessary for the trend of your business and for variations or other circumstances affecting your business.

WHAT YOU ARE COVERED FOR

You are covered for the financial loss you may suffer as a result of interruption to your business at the insured premises following an incident for which we have admitted liability or paid your claim under:

1. the fire section of this policy;
2. the building combined section of this policy;
3. the office contents section of this policy;
4. any other material damage insurance covering your interest;

but only in respect of perils insured under the Fire section hereof and the additional perils stated in the schedule to be included.

SPECIFIC CONDITIONS

1. Your cover under this section will end if your business is wound up or carried on by a liquidator or business rescue practitioner or is permanently discontinued, unless we agree in writing to continue your cover.
2. Your cover ends no later than 30 days after the expiry of the indemnity period or within such time as we allow.
3. Following damage under this section, you must take reasonable and practical steps to minimise any interruption to your business or to avoid the loss.
4. If during the indemnity period, goods are sold or services rendered from another premises for the benefit of the business (either by you or by anybody else on your behalf), the money paid in respect of such sales will be brought into account when calculating the turnover, revenue or gross rental during the indemnity period.

ITEM 1 – GROSS PROFIT (DIFFERENCE BASIS)

Your cover under this section is limited to loss of gross profit due to:

1. Reduction in turnover; and
2. Increased cost of working.

Reduction in turnover

We will indemnify you for the sum produced by multiplying the rate of gross profit with the difference or reduction in turnover. The turnover during the period of interruption is subtracted from the turnover achieved in the same period last year (the standard turnover). The rate of gross profit is the percentage of the business turnover that was gross profit in the previous financial year.

Increased cost of working

We will indemnify you for the additional expenses reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover that would have taken place during the indemnity period as a result of the damage. The cover amount under the policy will not, however, exceed the sum produced by applying the rate of gross profit to the amount of the reduction of turnover avoided by laying out the increased costs, **less** any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of the gross profit as may cease or be reduced in consequence of the damage.

The amount payable will always be reduced proportionally if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

ITEM 1 – GROSS PROFIT (ADDITIONS BASIS)

Your cover under this section is limited to loss of gross profit due to:

1. Reduction in turnover; and
2. Increased cost of working.

Reduction in turnover

We will indemnify you for the sum produced by multiplying the rate of gross profit with the difference or reduction in turnover. The turnover during the period of interruption is subtracted from the turnover achieved in the same period last year (the standard turnover). The rate of gross profit is the percentage of the business turnover that was gross profit in the previous financial year.

Increased cost of working

We will indemnify you for the additional expenses reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover that would have taken place during the indemnity period as a result of the damage. The cover amount under the policy will not, however, exceed the sum produced by applying the rate of gross profit to the amount of the reduction of turnover avoided by laying out the increased costs, **less** any sum saved during the indemnity period in respect of such of the Insured standing charges as may cease or be reduced in consequence of the damage.

The amount payable will always be reduced proportionally if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

ITEM 2 – GROSS RENTALS

Your cover under this section is limited to:

1. Loss of gross rentals; and
2. Increase in cost of working.

Loss of gross rentals

We will indemnify you for the amount by which the gross rentals during the indemnity period fall short of the standard gross rentals as a result of the insured interruption.

Increase in cost of working

We will indemnify you for the additional expenses reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals that would have taken place during the indemnity period as a result of the damage. The cover amount under the policy will not, however, exceed the loss of gross rentals you are trying to avoid.

The amount payable will always be reduced proportionally if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

ITEM 3 – REVENUE

Your cover under this section is limited to:

1. Loss of revenue.
2. Increase in cost of working.

Loss of revenue

We will indemnify you for the amount by which the revenue during the indemnity period fall short of the standard revenue as a result of the insured interruption.

Increase in cost of working

We will indemnify you for the additional expenses reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue that would have taken place during the indemnity period as a result of the damage. The cover amount under the policy will not, however, exceed the loss of revenue you are trying to avoid.

The amount payable will always be reduced proportionally if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

ITEM 4 – ADDITIONAL INCREASE IN COST OF WORKING

Your cover under this section is limited to the reasonable additional expenses (not recoverable under other items) incurred with our prior consent during the indemnity period for the purpose of maintaining the normal operation of business.

ITEM 5 – WAGES

Your cover under this section is limited to the loss incurred by you by the payment of wages for the length of the indemnity period.

The amount payable under this item will be the amount that you must pay as wages to employees whose services cannot be used at all, and a proportionate share of wages for employees whose services cannot be utilised in full. Average will be applied if the sum insured is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the damage had the damage not occurred.

ITEM 6 - FINES AND PENALTIES FOR BREACH OF CONTRACT

Your cover under this item is limited to fines or penalties for breach of contract and the amount payable as indemnity will be the amount you are legally liable to pay for fines or penalties incurred for non-completion or late completion of orders.

ITEM 7 - DETERIORATION OF UNDAMAGED STOCK (OPTIONAL)

Your cover is extended to include any loss incurred as a result of deterioration of undamaged stock which cannot be processed promptly due to interruption of the business less the amount of any salvage monies obtained in respect of the undamaged stock.

CLAUSES AND EXTENSIONS

Accountants

We may insist that you provide any particulars or details contained in your books of account or other business books or documents for the purpose of investigating or verifying any claim. We may require that your accountants or auditors produce and certify the above mentioned documents.

Accumulated stocks

In the event that you postpone any shortfall in turnover in order to maintain turnover from excess stock, we will take this into account when calculating your loss.

Deposit premium

In consideration of the premium by items 1, 2 or 3 being provisional in that it is calculated on 75% (seventy five percent) of the sum insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

1. In the event of the gross profit/gross rentals/revenue earned (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12(twelve)) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% (seventy five percent) of the sum insured thereon, a pro rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made in respect of the difference.
2. In the event of a claim being made under this Section, the amount paid or payable thereon shall be regarded as actually earned.

Departmental

If you conduct business at several branches or departments, each with its own set of accounts, then the provisions of 1) loss of gross profits, 2) loss of revenue, and 3) loss of gross rentals section will apply separately to each branch or department.

Output (alternative basis)

You may elect to use the term 'output' instead of 'turnover' which will mean the sale value of goods manufactured at the insured premises. Using this clause will render the accumulated stocks clause obsolete.

Salvage sale

If you decide to hold a salvage sale during the interruption period, the gross profit earned from the sale will be accounted for in the calculation of the gross profit.

Additional premises

In the event that you occupy or have property at any newly added premises for the purpose of the business during the currency of this Section, such newly added premises will be deemed to be included in those specified here subject to notification to us as soon as reasonably practicable and to adjustment of the premium if necessary.

Extension to other premises

Storage, transit and vehicle

Your property whilst stored or whilst in transit by air, road, rail or inland waterway or your motor vehicles kept off site.

Contract sites

Any location where you are carrying out a contract off site.

Additional premises

Additional premises include any newly added business premises. You need to notify us as soon as possible.

OPTIONAL EXTENSIONS (if stated in the schedule to be included)

Extension to other premises

Specified suppliers

The premises of your suppliers and sub-contractors specified in the schedule up to the limit stated in the schedule.

Unspecified suppliers

The premises of any of your suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which you obtain electricity, gas or water subject to the limit stated in the schedule.

Customers

The premises of your customers specified in the schedule.

Prevention of access

Prevention of access to your insured property caused by damage to property within a 25 km radius.

Public utilities – Insured perils

Damage to property at electricity generating stations, sub-stations or transmission networks, gasworks including the related gas distribution network, water purification plants, pumping stations, aqueducts and pipelines of any public authority supplying water, gas or electricity for consumption by the public and which results in an interruption of water, gas or electricity to your insured premises.

Public telecommunications – insured perils only

Damage to property or transmission facilities of any public authority supplying a telecommunications facility to you;

Public telecommunications – extended cover

You are covered for a loss under this section as a result of the failure of the public telecommunications facilities to your insured premises. This extension does not cover loss resulting from damage caused by:

1. Drought.
2. A fault in the installation at your insured premises.
3. Any authority legally withholding the facility.

If the interruption or interference is due to electrical, electronic or mechanical breakdown of the public telecommunications facilities, there is no cover unless the interruption extends for more than 24 hours.

Public utilities – extended cover

You are covered for a loss under this section as a result of the failure of the public supply of water, gas or electricity to your insured premises. This section does not cover loss as a result of damage caused by:

1. Drought.
2. Pollution of water.
3. Shortage of fuel or water.
4. The deliberate or scheduled shutdown of water, gas or electricity supply by any public utilities authority, including but not limited to load shedding or other scenarios where public enterprises are unable to supply water or electricity.
5. A fault in the installation at your insured premises.
6. Any authority legally withholding the facility.

If the interruption or interference is due to electrical, electronic or mechanical breakdown of the public utilities, there is no cover unless the interruption extends for more than 24 hours.

Accidental damage

You are covered for a loss under this section as a result of damage at your insured premises during the indemnity period, provided that we have admitted liability or paid your claim under the accidental damage section of this policy. We will not pay more than the sum insured stated in the accidental damage section for a combination of claims under this section and the accidental damage section.

Other events

You are covered for a loss under this section as a consequence of murder, rape, suicide, food or drink poisoning, contagious or infectious diseases, vermin, pests, or defective sanitary arrangements occurring at the premises or shark attack or wild animal attack within 5 km (five kilometres) or bomb threat or oil spill within 15 km (fifteen kilometres) of the premises to which this insurance relates;

Provided that:

We will not be responsible to pay more than R1 000 000 (one million Rand) any one event.

Theft by forcible entry

You are covered for a loss under this section as a result of theft accompanied by forcible and violent entry into or exit from the premises in respect of which payment has been made or liability admitted under the Theft Section of this Policy or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence subject to the following;

1. we will not be liable under this Extension for theft or attempted theft by any of your principals, partners, directors or employees;
2. we will not pay more than the sum insured stated in the Schedule under the Theft Section for both this Section and the Theft Section combined.

THEFT



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WHAT YOU ARE COVERED FOR

You are covered for loss of or damage to your property or property for which you are responsible as a result of theft at the premises described in the schedule. Theft must be accompanied by forcible and violent entry into or exit from a building or any attempt thereat or must be following violence or threat of violence.

THE FOLLOWING IS NOT COVERED

1. Loss or damage that can be insured under a fire policy except in the case of explosion caused in an attempt to gain entry into your premises.
2. Loss or damage insurable under a glass insurance policy.
3. Property more specifically insured or, unless specified in the schedule, cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature.
4. Loss or damage in which any of your principals, partners, directors or any member of your household or any of your employees are concerned as principal or accessory.

CONDITIONS

Burglar bars/Security gates

If stated in your policy schedule, it is a condition that all opening windows must have burglar bars and all doors giving access to the building must be protected by security gates which must be locked when the building is unoccupied.

Alarm system

If stated in your policy schedule, it is a condition that a burglar alarm is installed in the premises stated in the schedule on your insured property subject to the following conditions:

1. The alarm system must be made fully operative and armed whenever the building is unoccupied.
2. The alarm must be maintained in a proper working order and tested at least once a month with the armed response company to ensure it is in a proper working order.
3. Loss or damage following the use of keys to the alarm is not covered, unless the key was obtained by violence or threat of violence.

ADDITIONAL COVER

Damage to buildings

We will cover you for:

1. loss or damage to buildings and landlords' fixtures and fittings;
2. loss of buildings, fixtures and fittings;
3. malicious damage to buildings and all contents caused by the deliberate or wilful act of any person;

that occurred during the course of and as a result of any theft or attempt thereat, at your insured premises, up to R5 000 (five thousand Rand) or the amount stated in the schedule.

We will also cover all reasonable cost and expenses incurred by you for temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage.

Keys and locks

We will cover the cost of replacing the locks and keys of your insured premises up to R7 500 (seven thousand five hundred Rand), if your keys have been lost or stolen. You will be responsible for the excess of R500 (five hundred Rand).

Clothing and personal effects

We will cover your, your directors or employees' personal possessions stolen during theft by violent or forcible entry or exit, up to R5 000 (five thousand Rand), provided that these belongings are not otherwise insured.

MONEY



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DEFINITIONS

Money means cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature.

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

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

WHAT YOU ARE COVERED FOR

You are covered for loss of or damage to money occurring at the insured premises or in transit anywhere in South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe and Malawi. Our liability for any loss or damage arising from one cause will not exceed the specific limitations stated in the schedule.

ADDITIONAL BENEFITS

Receptacles and clothing

You are covered for the replacement costs of receptacles and clothing if lost or damaged as a result of an insured event under this section, up to R3 000 (three thousand Rand) or the amount stated in your schedule.

Locks and keys

You are covered for the replacement costs of locks and keys to your insured building if:

1. your keys are lost or stolen; or
2. if any unauthorised person is in possession of a duplicate of your keys, or reasonably suspected of being in possession thereof.

up to an amount of R 7 500 (seven thousand five hundred rand). You will be responsible for the excess of R500 (five hundred Rand).

Trauma

You are covered for the actual and necessary costs incurred towards a professional counsellor if you or any of your employees, directors or partners were, at a date after the start of this policy, a victim of an act of violence and were traumatised up to R3 000 (three thousand Rand) per claim, subject to the following conditions:

1. 'Act of violence' will mean that it was an unlawful and physical force or threat towards the insured person by someone unknown to you during an insured event. The act of violence needs to be reported to the police within 24 hours. We will require a SAPS case reference number (CAS No/CR No/Enq No) for your claim to be valid.
2. Professional counselling means psychological or psychiatric counselling by a professional counsellor registered with the Health Professions Council of South Africa. We will not cover any informal counselling or counselling provided by an immediate family member.
3. If we accept your claim under this section, we will only pay the claimed amounts to you (subject to the maximum amounts) when we have received proof of your visits to the professional counsellor.

THE FOLLOWING IS NOT COVERED

1. Dishonesty of any of your principals, partners, directors or employees except:
 - 1.1 If the loss or damage is discovered within 14 days.
 - 1.2 If it is not payable under a separate fidelity insurance policy.
2. Any shortages of money due to errors or omissions.
3. Non-forcible entry to any safe or strong room through the use of keys, unless the keys:
 - 3.1 Have been obtained through violence or threats of violence to any person.
 - 3.2 Are used by the key holder or another person with the collusion of the key holder and you can prove to our satisfaction that the key holder or such other person used the keys to open the safe or strong room.
4. Your safe being left unlocked and unattended. This exclusion will not apply if you can prove to our satisfaction that the key holder to the safe or strong room deliberately left it unlocked with the intention of allowing the money to be stolen and provided that the loss is discovered within 14 days.
5. Money left out in the open and unattended. This exclusion will not apply if you can prove to our satisfaction that the person responsible for the money deliberately left it outside the safe or strong room with the intention of allowing it to be stolen and provided that the loss is discovered within 14 days.
6. Money left in an unattended vehicle. This exclusion will apply if your vehicle is attended by anyone other than your principal, partner, director of the insured company, or your employee either by being inside or within 5 meters of the vehicle whilst the vehicle is clearly visible to them. This exclusion will not apply if they are incapacitated as a result of a motor vehicle accident.

SPECIAL CONDITIONS APPLICABLE TO CHEQUES

First amount payable applicable to theft of cheques

You will be liable for an excess of 25% on the claim amount for any claim as a result of the theft of any cheque or cheques.

EXTENSIONS

Personal accident (assault) extension (If stated in the schedule to be included)

You, your principals, partners, directors or employees (hereinafter referred to under this extension as nominated persons) are covered for bodily injury arising out of an insured event under this section and which results in either the death or the permanent disability of the insured in accordance with the below schedule. This includes death caused by accidental, violent, external or visible means and that occurs in the process of a theft or any attempt thereat.

ACCIDENT RESULTING IN	COMPENSATION
Death	The amount stated in your policy schedule.
Permanent disability (an injury which impairs the physical ability of a person to perform work or non-occupational activities for the remainder of his/her life)	The percentage of the amount stated in your schedule in accordance with the below table of permanent disabilities.

Permanent disability table

Total and permanent disability which impairs the individual from performing any work	100%
Total and permanent loss of either both hands, both feet, or one hand and one foot	100%
Total and permanent loss of sight in both eyes	100%
Total and permanent loss of sight in one eye	50%
Total and permanent loss of hearing or speech	50%
Total and permanent loss of hearing in one ear	25%
Total and permanent loss of one hand	50%
Total and permanent loss of arm from shoulder	75%
Total and permanent loss of forearm	65%
Total and permanent loss of one foot	50%
Total and permanent loss of leg from thigh	75%
Total and permanent loss of leg at or below knee	65%
Total and permanent loss of thumb (both phalanxes)	25%
Total and permanent loss of thumb (one phalanx)	10%
Total and permanent loss of index finger (three phalanxes)	10%
Total and permanent loss of index finger (two phalanxes)	8%
Total and permanent loss of index finger (one phalanx)	4%
Total and permanent loss of finger other than thumb or index finger	5%
Total and permanent loss of big toe	5%
Total and permanent loss of any other toe	1%

MEMORANDA APPLICABLE TO THE PERSONAL ACCIDENT (ASSAULT) EXTENSION

1. Where the injury is not specified, we will pay a percentage that is in our opinion consistent with the above permanent disability table.
2. Permanent total loss of use of part of the body will be treated as loss of the part of the body.
3. 100 percent will be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one nominated person.

Provisions applicable to the personal accident (assault) extension

1. The disability or death claimed for must arise within 24 months of the insured event.
2. Payment will be made to you, on behalf of the nominated person or his estate.
3. We will not be liable to pay more than the compensation payable for death or permanent disability (whichever is the higher amount).
4. This section will not apply to any nominated person under 15 or over 70 years of age at the time of the accident.
5. After suffering accidental bodily injury for which compensation may be payable under this section, the nominated person must, when reasonably required to do so by us, submit to medical examination and undergo any treatment specified. We will not be liable to make any payment unless this provision is complied with.

OPTIONAL EXTENSIONS (if stated on your policy schedule to be included)

Riot and strike extension

Subject to the terms, conditions, exclusions and warranties of this policy, this section is extended to cover loss or damage directly caused by or through or as a result of:

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

This extension does not cover

1. Loss or damage occurring in South Africa and Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in the general exceptions of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If we allege that the loss or damage is not covered by this section, the burden of proving the contrary will rest on you.

FIDELITY
(Employee dishonesty)



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DEFINITIONS

Employee means any person:

1. employed by you under a contract of service; or
2. assigned to perform services for you, by any personnel agency; and
3. whose work performance you have the right to direct in the ordinary course of your business.

Theft

Dishonest appropriation of money, monetary funds or property with the intention to steal.

Computer fraud

The unlawful making, with intent to defraud, of a misrepresentation by means of access to or use, disclosure, processing, deletion, insertion, amendment, interception or manipulation of your information, data, software or systems or of any banking institution holding controlling or otherwise dealing with money or your property or property for which you are responsible which is initiated, implemented or completed electronically by use of a computer.

WHAT YOU ARE COVERED FOR

You are covered for:

1. loss of property or money belonging to you or for which you are responsible as a direct result of employee dishonesty;
2. direct financial loss sustained as a result of fraud or dishonesty of an insured employee which results in dishonest personal financial gain;
3. loss sustained by you directly caused by theft by computer fraud.

Please take note of the following conditions

1. We will not be liable for losses that occurred 24 months before its discovery unless your cover is extended to include this.
2. Apart from the above, all losses must be discovered within 12 months after the termination of:
 - 2.1 Cover under this section;
 - 2.2 Cover in respect of the employee concerned;
 - 2.3 The employment of the employee, or the last of the group of employees concerned, whichever occurs first.

You have the following cover options:

Blanket basis

Our liability for all losses will not exceed the sum insured stated in the policy schedule whether involving any 1 employee or any number of employees acting independently or in unison.

Named or position basis

Our liability for all losses involving any employee will not exceed the sum insured stated next to his or her name or, the sum insured stated next to the position in the business as indicated in the schedule.

YOU ARE NOT COVERED FOR:

1. Loss resulting from the actions of:
 - 1.1 Any of your partners, to the extent that the partner would benefit from the indemnity under this policy.
 - 1.2 Any of your principals, trustees, directors or members unless the person is also an employee.
 - 1.3 Any employee, from the time that you discover that the employee has committed fraud or dishonesty.
 - 1.4 Any member of your family.
2. Any consequential loss following losses covered under this section.
3. Any company or other legal entity acquired during the period of insurance.
4. Any loss arising from the dishonest use of any computer program, system, data or software by any employee employed that is responsible for your data processing. This exception does not apply to insured employees who are employed in the electronic data-processing department/area of any non-networked micro/personal computer.
5. Any loss arising from the conduct of an employee outside South Africa.

SPECIFIC CONDITIONS

1. You must continue to maintain systems of checks and control, accounting and clerical procedures and methods of conducting your business, as you have represented to us.
2. If a loss exceeds the sum insured, you are entitled to recover the shortfall (including the excess) from the dishonest employee.

CLAUSES AND EXTENSIONS

Accountants' clause

We may require particulars or details contained in your books of account or other business books or documents to investigate and/or verify any claim under this section. This may be produced and must be certified by your auditors or professional accountants. Their certificate will be considered *prima facie* proof of the particulars and details contained therein.

Extended cover for past employees extension

Your cover under this extension will be extended for a further 30 days after the date of the termination of employment of an employee.

Other insurances

It is a condition of this section that other than:

1. a money policy;
2. a policy declared to us at inception or renewal or at the time a claim is submitted;
3. a fidelity pension fund policy that is not in excess of this section;
4. this policy;

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

Extortion

You are covered for loss of money and/or property in the event that someone intentionally and unlawfully subjects you or any other director, member, partner, trustee, employee, relative or any such person to any threat of physical harm which induces that person to relinquish money and/or property, provided that threatened person has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity;

We will not be liable for any loss under this extension for which you can claim or for which a policy is available from us or another insurer in terms of a Theft, Money, Motor or Marine/Transit insurance policy or any other more specific insurance covering money or goods.

Compulsory excess

The excess payable by you for insured events under this section will be 10% of the claim subject to a minimum of R2500.

Computer losses excess

The percentage shown in the compulsory excess payable clause is increased from 10% to 20% if the loss results from the dishonest use of any non-networked micro/personal computer programme, system, data or software by any insured employee whose duties involve the managing, supervision, design, creation or alteration of computer systems or programmes.

Excess payable for losses discovered more than 12 months, but not more than 24 months, after they were committed

The excess payable by you for insured events discovered more than 12 months, but less than 24 months, after it was committed will be:

- a. Compulsory excess – increased from 10% to 15%
- b. Computer losses excess – increased from 20% to 30%

Excess payable for losses discovered more than 24 months, but not more than 36 months, after they were committed

The excess payable by you for insured events discovered more than 24 months, but less than 36 months, after it was committed will be:

- a. Compulsory excess – increased from 10% to 20%
- b. Computer losses excess – increased from 20% to 35%

Superseded insurances extension

You will be covered for events that can ordinarily be claimed for under this section, but that occurred during the term of any insurance superseded by this section and specified in the schedule, on condition that:

1. The losses could validly be claimed for under the superseded insurance, but for the fact that it can be declined as a result of the expiry of any time periods allowed for the discovery of events and applicable in the superseded policy.
2. The events are discovered within 12 months of termination of the employment of the employee concerned or within 12 months after expiry of cover under this section.
3. The amount payable under this extension will not exceed the sum insured of this section or the sum insured by the superseded insurance whichever is the lesser.
4. We will not be liable for any loss that occurred more than 24 months before discovery.

Cost of recovery extension

You are covered for the reasonable costs of recovering, or attempting to recover, the difference between your actual financial loss and any payment you received from us from a valid claim in terms of this section, subject to the following conditions:

1. You must obtain our prior consent before incurring the expenses;
2. Any recovery made over and above the shortfall and excess must be paid back to us.

Extension for losses discovered more than 24 months after being committed but not more than 36 months thereafter

You are covered for losses that occurred up to 36 months prior to discovery. This extension will also apply to the superseded insurance extension, if selected.

Voluntary excess payable clause

In addition to the amount payable by you under the compulsory excess clause, you will be responsible for the difference between the amount and the amount stated in your schedule as the voluntary excess provided that the voluntary excess is more than the compulsory excess.

Reduction or reinstatement of insured amount clause

If we have paid a loss under this section our liability for the remaining insured employees will not be reduced provided that:

1. The maximum amount payable by us for all insured employees will not exceed double the sum insured stated in the schedule.
2. You pay an additional premium.

Retroactive cover extension

You are covered for insured events, unknown at the start of this section, during the 12 months before the inception of cover under this section, but not more than 24 months prior to discovery. The events must be discovered during the sooner of 12 months of the termination of the employment of the employee concerned or within 12 months of expiry of cover under this section.

GLASS



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WHAT YOU ARE COVERED FOR

You are covered for loss of or damage to internal and external glass. This includes mirrors, sign writing, sanitary ware and the treatment thereof at your insured premises, your property or property you are responsible for.

Your cover will include:

1. The reasonable and necessary cost of boarding up your property, up to R5 000 (five thousand Rand).
2. Damage to frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators up to R5 000 (five thousand Rand).
3. The cost of removal and reinstallation of fixtures and fittings up to R5 000 (five thousand Rand).
4. The cost of placing a security guard at the premises, prior to you replacing the glass or boarding up the property or the repair of the burglar alarm system, unless these costs are covered by another policy or section within this policy, up to R5 000 (five thousand Rand).

We will never pay more than R 10,000.00 (ten thousand Rand) for any combination of the above mentioned claims.

HOW WE DEFINE GLASS

Where we refer to 'glass', we mean plain/float glass, irrespective of whether it is coated with a film or is laminated safety glass as defined by the National Building Regulations or similar legislation (as amended), unless the contrary is clear from any other definition contained within the contract

Where we refer to 'internal glass', we mean all internal glass and include sinks, wash basins, sanitary ware, mirrors (other than hand mirrors), showcase frames, display cabinets and counter frames in the premises during the claim event;

Where we refer to 'external glass', we mean external fixed glass that forms part of the premises, including any shatter-resistant or reflective film affixed to the glass and ceramic tiles that forms part of the shop front.

THE FOLLOWING IS NOT COVERED

1. Loss or damage covered by a fire insurance policy, unless you rent the insured property and are responsible for the loss or damage in terms of your lease agreement.
2. Glass that forms part of stock in trade.
3. Glass that was already cracked or broken at the start of this policy.
4. Defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

5. Loss or damage related as a result of any act by any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any of the above mentioned occurrences.

EXTENSIONS

Special replacement

You are covered for any increase in costs of replacing the glass, the frames and similar infrastructure following a claim event as a result of any act of parliament that require you to replace the damaged glass with glass of superior quality.

OPTIONAL EXTENSION (if stated in the schedule to be included)

Riot and strike extension

Subject to the terms, conditions, exclusions and warranties of this policy, this section is extended to cover loss or damage directly caused by or through or as a result of:

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

This extension does not cover

1. Loss or damage occurring in South Africa and Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

If we allege that the loss or damage is not covered by this section, the onus of proving the contrary will rest on you.

BUSINESS ALL RISKS



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WHAT YOU ARE COVERED FOR

1. You are covered for loss of or damage to the whole or any part of the property described in your schedule, anywhere in the world, by any cause not specifically excluded below.

2. We will also cover losses as a result of remote blocking:

Provided that:

2.1 If you can provide evidence that an attempt was made to lock the vehicle using the vehicle remote and that the locking mechanism was blocked by thieves using an electronic device. The evidence provided will be deemed to satisfy the forcible and violent entry or exit requirement for losses from unattended vehicles;

2.2 We will not be liable to pay more than R10 000 (ten thousand rand) or the amount stated in your schedule;

2.3 You will be responsible for the first 10% of the claim with a minimum of R750 (seven hundred and fifty rand) or the amount stated in your schedule;

2.4 You provide us with a SAPS case number;

2.5 The property lost was specified in the schedule.

THE FOLLOWING IS NOT COVERED

1. Loss of or damage to property resulting from or caused by:

1.1 Theft from any unattended vehicle, unless the vehicle is completely closed and securely locked, or is in a securely locked building.

1.2 It's undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration.

1.3 Inherent vice or defect, vermin, insects, damp, mildew or rust.

1.4 The dishonesty of any of your principals, partners, directors or employees whether acting alone or in collusion with others.

1.5 Detention, confiscation or requisition by customs, other officials or authorities.

2. Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.

3. Mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded.

4. Loss of property from any contract site or other premises unless securely locked and the loss is accompanied by forcible and violent entry into or exit from the building containing the insured property.

5. Theft from any unattended vehicle not accompanied by forcible and violent entry or exit.

6. Loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.

7. Loss of or damage to goods consigned under a bill of lading.

8. Undeclared losses or shortages.

CONDITIONS

Excess

You will be responsible for the first amount payable (excess) stated in your policy schedule.

Replacement value condition

If you have a valid claim under this section, we will repair or replace your property with similar property in a condition equal, but not better or more expensive than its condition when new.

OPTIONAL EXTENSIONS

Increased cost of working

This extension provides cover, up to R1 000 (one thousand Rand) or the amount stated in the schedule, for the costs reasonably and necessarily incurred to maintain the normal operation of your business, following a loss covered under the business all risk section.

ELECTRONIC EQUIPMENT



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SUB-SECTION A – MATERIAL DAMAGE

WHAT YOU ARE COVERED FOR

1. You are covered for physical loss of or damage to your insured property, as specified in your schedule, from any cause not excluded whilst:
 - 1.1 At work or at rest anywhere within your premises specified in your schedule.
 - 1.2 In transit, including the loading and unloading or temporary storage thereof at any premises *en route*.
 - 1.3 Temporarily removed from the insured premises, to any other building.
 - 1.4 Any portable equipment that you specified in the schedule, which will then be covered anywhere in the world.
2. We will also cover losses in the event of remote blocking, however the following conditions will apply:
 - 2.1 We will not be liable to pay more than R10 000 (ten thousand rand) or the amount stated in your schedule;
 - 2.2 You will be responsible for the first 10% (ten percent) of the claim with a minimum of R750 (seven hundred and fifty rand) or the amount stated in your schedule;
 - 2.3 You provide us with a SAPS case number;
 - 2.4 The electronic equipment lost was specified in the schedule;
 - 2.5 You must provide evidence that an attempt was made to lock a vehicle using the vehicle remote and that the locking mechanism was blocked by thieves using an electronic device.

THE FOLLOWING IS NOT COVERED

1. Instability or malfunction unless accompanied by physical damage otherwise covered by this section.
2. Loss or damage you can recover from any maintenance and/or leasing agreement effected by or on your behalf covering the insured equipment.
3. Faults or defects known to you (or your responsible employees) prior to the inception of this policy or not disclosed during the period of this policy.
4. Normal wear and tear or scratching of painted or polished surfaces.
5. Parts that have a short life or are considered consumables, such as (but not limited to) bulbs, valves, contacts, x-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits.
6. The cost of reproducing data and/or programmes whether recorded on cards, tapes, discs or otherwise unless specifically provided for in sub-section B of this section.
7. Failure of the public supply of electricity at the terminal ends of the service feeders in your premises from any accidental cause including:
 - 7.1 Your deliberate act or the deliberate act of any supply authority.
 - 7.2 Drought or shortage of fuel at any electricity utility.

8. Loss of use of the property or any consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein.
9. Loss by theft or by disappearance of your property insured unless:
 - 9.1 Securely locked and the loss is accompanied by forcible and violent entry into or exit from (or any attempt thereat) your insured premises or as a result of theft or any attempt thereat, following violence or threat of violence; or
 - 9.2 you can provide evidence that an attempt was made to lock a vehicle using the vehicle remote and that the locking mechanism was blocked by thieves using an electronic device.
10. Loss of your property insured as a result of theft during transit or whilst temporarily removed from your insured premises, unless you can identify a specific incident which has been immediately reported to us and the police.
11. Theft of property from a vehicle is not covered unless:
 - 11.1 The vehicle is in a securely locked building and there is forcible and violent entry into or exit from to the building; or
 - 11.2 Contained in a compartment of the motor vehicle and was not visible to passers-by.The above does not apply if the vehicle:
 - 11.3 has been hijacked, or
 - 11.4 has been involved in an accident or sustains a breakdown, and is unavoidably left unprotected.

HOW WE INDEMNIFY YOU

We will indemnify you under this section, subject to the sums insured on your policy schedule including the cost of dismantling, re-erection, transportation, removal of damaged property insured as well as importation duties and value added tax.

Partial loss

If your insured property suffers damage that can be economically repaired, the basis of indemnification will be the cost of restoring your damaged property to a working condition, provided that:

1. The value of parts that can be used will be deducted.
2. We will not cover the costs of any alteration, addition, improvement or overhaul carried out at the time of repair.
3. We will only cover the cost of your temporary repairs if it was carried out in the interest of safety or to minimize the loss and only when you obtained our prior consent. In the event that the temporary repairs cause additional loss or damage or aggravate the loss, we will not be liable for the cost of the temporary repairs.
4. If the damage is only to a part of an insured item, we will not pay more than the value of the damaged part.

Total loss

1. If your insured property (bought no more than 7 (seven) years before the loss) is totally lost or destroyed, we will replace or reinstate the item with new property of equal or the nearest equivalent, performance and/or capacity, on the same site (or another, if this does not increase our cost) provided that:
 - 1.1 Our liability will be restricted to the market value of the property in the event that you do not reinstate the damaged insured property within a reasonable time.
 - 1.2 You must have incurred actual expenses in replacing or reinstating the property.
 - 1.3 You must advise us of the loss within six months from the date of the loss causing event and the insured property must be capable of being reinstated. .
 - 1.4 At our sole discretion, we may extend the seven year period for another year at the renewal date. This will be indicated on your replacement schedule.
 - 1.5 You must be willing to reinstate the electronic equipment.
2. Where the electronic equipment (subject to the conditions in (1) above), is:
 - 2.1 older than 7 years; or
 - 2.2 not totally lost or destroyed, but not economically repairable; or
 - 2.3 you do not wish to reinstate;
 - 2.4 or you have not advised us timeously of the loss;

we will only be liable for the market value of the lost or destroyed electronic equipment as at the date of loss.

DEFINITIONS (applicable to Sub-Section A)

Market value

The current day purchase price of second-hand/used property of equal or similar performance and/or capacity than the property lost or damaged.

Where no similar property is available, we will calculate the market value by using the value of new replacement value of the nearest equivalent property, and reducing this value by an amount representing:

- 20% for the first year after the date you purchase your insured property;
- And a further
- 10% per year for each year thereafter;

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

Definition of new property

New property means property purchased no more than 7 (seven) years (or the extended period we may provide in writing) prior to the insured event. In applying this definition, upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

CONDITIONS

Lightning/surge arrestor

Losses as a result of lightning or power surge to property described in the schedule:

1. must be protected by surge/lightning arrestors;
2. installed on the insured premises on all data lines, power supplies, electronic distribution boards or individual equipment;
3. installation must comply with all SABS and similar requirements;
4. we will not be liable for more than R10 000 (ten thousand Rand) if you have not complied with 1, 2 and 3 above.

LIMIT OF LIABILITY

The sum insured is the limit of liability stated on your schedule, but in addition to this we will pay:

1. Architect's and other professional fees

We will cover architects and other professional's fees necessarily and reasonably incurred in the repair or reinstatement of property following loss or damage, up to 15% of the total amount of the claim.

2. Clearance cost

We will cover costs necessarily and reasonably incurred by you for the demolition or dismantling of property and/or removal of debris, up to 15% of the total amount of the claim.

3. Express delivery and overtime

We will cover costs necessarily and reasonably incurred for express delivery, airfreight and overtime wages payable for effecting repairs approved by us, up to 50% of what the claim would otherwise have cost, if these additional charges had not been incurred.

CLAUSES AND EXTENSIONS

Fire brigade charges

You will be covered for any charges legally levied by a public authority for in dealing with the consequences of an insured event, provided that your property is in danger from an insured event.

Tenants

Our liability to you under this section will not be affected by the act or omission of any owner of a building or any tenant (other than you) unless you had prior knowledge of this act or omission. You have to inform us as soon as you become aware of any act or omission that may be in breach of any terms, exclusions or conditions of this policy after which you might be responsible for an additional premium. You must at all times take all reasonable steps to prevent damage to the insured property.

Hire purchase or finance agreements

If, to our knowledge, your property is the subject of a suspensive sale or similar agreement, the payment will be made to the owner described in the agreement. The receipt will be a full and final release of our duty for the loss or damage.

Portable electronic equipment all risk extension

You are covered on an all risk basis for portable electronic equipment such as cell phones, tablets and laptops, provided that every item covered must be listed on your policy schedule. For purposes of this extension, the exclusions listed under 'loss by theft' above will not be applicable.

SUB-SECTION B – CONSEQUENTIAL LOSS OF DATA/PROGRAMMES

1. RESTORATION OF COMPUTER DATA

What you are covered for

You are covered for the reasonable cost of restoring your electronic data stored on media that is lost or distorted, caused by accidental erasure, theft or by material damage covered under section A, which occurs during the period of insurance.

Please take note of the following conditions

1. You have to provide us with a list of the original programs to be insured.
2. You will be responsible for the first amount payable (excess) stated on your schedule.
3. A daily backup of your electronic data must be made and kept at another premises (other than your insured premises)
4. There is an initial 48 hour time excess and the cover ends not later than 30 days after the failure.

You are not covered for:

1. Loss or distortion of electronic data due to defects in the media on which the electronic data is stored.
2. Loss or damage of electronic data caused by a computer virus or other destructive media.
3. Data lost through programming errors or operator errors such as incorrect entries and inadvertent cancellation or corruption of data and/or programs.
4. Loss of profit or consequential loss.

2. INCREASED COST OF WORKING

What you are covered for

You are covered for the increased cost of operating your business as a direct result of loss or damage to the electronic equipment covered under sub-section A of this policy which occurs during the period of insurance, including:

1. Hiring of computers.
2. Transportation costs.
3. Additional personnel.
4. Working at an off-site back up facility.

Please take note of the following conditions

1. You have to have a valid claim under sub-section A in order to claim under this section.
2. The increased cost of working must be a direct result of material damage covered under sub-section A.

You are not covered for:

1. Any increased cost that is not necessary and reasonable in order to minimise any interruption to the business.
2. Loss or damage of electronic data caused by a computer virus or other destructive media.
3. Costs incurred 90 days or more after the date of the loss or damage.
4. Expenses incurred in the replacement of the media.
5. Loss of profit or consequential loss.

DEFINITIONS (Sub-Section B only)**Indemnity period**

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

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

Electronic data

Electronic data means information stored on electronic data media.

Software

Software means original and licensed collections of programs which cause a computer to perform a desired operation or series of operations.

CLAUSES AND EXTENSIONS**Reinstatement clause**

In the event that our liability under this sections is increased as a result of:

1. Your unwillingness or inability to replace or reinstate damaged property or where you cause an unreasonable delay; or
2. The repair period is lengthened by any addition, alteration or improvement to the insured property;

we will not be liable for the increased liability and/or costs.

Landlines extension

You are covered for the restoration of computer data and increased operational costs as a consequence of the accidental failure of the service provider's lines, subject to the following conditions:

1. Our liability hereunder is limited to the sum insured of sub-section B.
2. There is an initial 12 hour time excess and the cover ends not later than 30 days after the failure.
3. The cover provided does not include any loss caused by the deliberate act of any service provider, or them withholding or restricting access to its line.

GENERAL MEMORANDA

Capital additions and currency fluctuations

The indemnity under this section includes cover for:

1. Additional equipment or programs purchased by you, similar in nature to those specified on your policy schedule. Cover against loss or damage to these additions due to electrical or mechanical breakdown or explosion will only commence after satisfactory installation, commissioning or testing; and
2. Any currency fluctuations and other inflationary factors that increases the replacement value of the property;

provided that this increase will not exceed 25% of the sum insured under sub-section A as specified in your policy schedule. You must advise us of any alterations after the expiry of each period of insurance, and pay the appropriate premium, but not exceeding 50% of the difference.

Prevention of access

If, during the indemnity period, the business at your insured premises is interrupted or interfered with because you are prevented from accessing your insured property caused by damage to property within a 10 km radius of your insured premises as a result of fire, lightning, explosion, storm, flood, earthquake or impact by vehicles, we will indemnify you for loss resulting from such interruption or interference provided that:

1. You are not entitled to indemnity under any other policy or section of this policy.
2. This section shall not be brought into contribution with any other policy or section on this policy bearing a like extension.

GENERAL EXTENSION

Incompatibility cover

If, following indemnity under sub-section A, the new replacement equipment is not compatible with existing systems, this extension extends sub-sections A and B to include cover for the cost of modifications or alterations to electronic equipment and replacing or upgrading legal programmes and restoring previously captured data.

Please take note of the following conditions

1. You must have a valid claim under sub-section A, however this extension extends sub-sections A and B
2. The costs incurred must be necessary and reasonable in order to maintain normal working conditions.
3. The indemnity under this extension for any one event will be limited to 20% of the sum insured under sub-section A and B or R25 000, whichever is the lesser.
4. The cover under this section will be restricted to:
 - 4.1 Parts or components of the electronic system where indemnity is not possible under the material damage section.
 - 4.2 Programmes or data reinstated where indemnity is not possible under the increased cost of working section.

SPECIAL EXCLUSION (Sub-section A and B)

Viruses, trojans and worms

We will not indemnify you for loss or damage of whatsoever nature arising directly or indirectly of or in connection with the action of any computer virus, trojan or worm(s) or other similar destructive media.

MACHINERY BREAKDOWN



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SUB-SECTION A – MATERIAL DAMAGE

WHAT YOU ARE COVERED FOR

You are covered for physical damage to your insured machinery, described in your schedule from any cause not excluded while:

1. At work or at rest anywhere within your specified premises;
2. In transit, including loading and unloading or while temporarily stored at any premises en route.
3. Temporarily removed from your specified premises to another building. .

Your cover under this section will include the costs of dismantling, re-erection, transportation, removal of damaged property and import duties.

SPECIFIC CONDITION

Maintenance of machinery

You have to ensure that your machinery is serviced as per the manufacturers' manual and specifications, failing which there is no cover. Proof of a maintenance service record will be required at claims stage.

THE FOLLOWING IS NOT COVERED

1. Loss or damage caused by:
 - 1.1 Fire, lightning, explosion, theft, earthquake, volcanic eruption or other convulsions of nature, impact by animals, vehicles, aircraft or other aerial devices or articles dropped therefrom, theft, malicious damage or collapse of buildings.
 - 1.2 Storm, wind, water, hail, snow, subsidence, landslide or escape of water from water containing apparatus.
 - 1.3 Oil immersed switchgear, cylinders of steam engines, hydraulic cylinders, flywheels or other apparatus subject to centrifugal force.
 - 1.4 Experiments, overloads, tests or misapplication of tools.
2. Damage you may hold the manufacturer, supplier or lessor responsible for.
3. Damage caused by faults or defects known to you (or your responsible employees) at the start of this policy or not disclosed during the period of this policy.
4. Normal wear and tear, gradual deterioration or scratching of painted or polished surfaces.
5. Loss of use of the machinery or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein.
6. Any costs of replacing, reinstating or making good:
 - 6.1 Expendable parts and tools such as but not limited to valves, tubes, belts, chains, seals, bits, cutters, knives, blades, dies, patterns, rollers, sieves unless caused by external means or in connection with other insured damage.
 - 6.2 Foundations and masonry.

HOW WE INDEMNIFY YOU

Partial loss

If, in our sole discretion, your damaged machinery is capable of being economically repaired, the basis of indemnification will be the cost of restoring the damaged property to working order, subject to the following conditions:

1. We will deduct the value of parts that can still be used.
2. We will not cover the costs of any alteration, addition, improvement or overhaul carried out at the time of repair.
3. We will pay the cost of temporary repairs carried out by you in the interest of safety or to minimise the loss, provided that you have obtained our prior written consent. In the event that the temporary repairs cause additional loss or damage or aggravate the loss, the cost of the temporary repairs will be for your own account.
4. If the damage is restricted to part or a part of an insured item, we will not pay more than the value of that part.

Total loss

If, in our sole discretion, your damaged machinery cannot be economically repaired, or is totally destroyed, we will replace or reinstate the item with new machinery of equal or the nearest equivalent, performance and/or capacity, on the same site (or another, if this does not increase our cost), subject to the following conditions:

1. This must be carried out promptly, otherwise payment is limited to the market value immediately before the damage.
2. You have incurred expenditure in replacing or reinstating the property.
3. You advise us within 6 months from the date of the damage, and are able and/or willing to reinstate.

ADDITIONAL BENEFITS

Claims preparation costs

You are covered for the costs and expenses necessarily incurred in producing and certifying any particulars or details required by us up to the limit stated in your schedule for:

1. Additional wages or salaries to your own employees.
2. Additional fees to your usual auditors.
3. Cost of materials necessary to prepare your claim and used for claims arising out of one event.

Clearance cost

You are covered for the costs you necessarily and reasonably incurred for the demolition or dismantling of machinery, removal of debris and/or erecting and maintaining any hoardings required during demolition, up to 15% of the total amount of the claim.

Consultants and other professional fees

You are covered for the costs of architects, quantity surveyor's, consulting engineers and other professional fees you necessarily and reasonably incurred for estimates, plans, specifications, quantities, tenders and supervision following loss or damage, up to 10% of the total amount of the claim.

Automatic reinstatement

The sum insured will not to be reduced by the amount of any loss paid by us, provided that you pay an additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

SUB-SECTION B – BUSINESS INTERRUPTION

SOME TERMS EXPLAINED

Indemnity period - The period during which the business' results are affected due to an insured loss or damage, beginning with the date of the loss or damage and ending no later than the maximum indemnity period. It is the length of time for which compensation is payable under this section of cover.

Turnover - The amount of money received by you for the goods sold and/or services rendered by your insured business.

Gross profit (difference basis)

The sales / turnover and closing stock (at cost) less the opening stock (at cost), purchases and other uninsured costs.

The value of the opening and closing stock will be calculated in accordance with your normal accountancy methods and provision will be made for depreciation from the date of the claim.

Net profit - Your business' net trading profit (exclusive of all items of a capital nature) after provision has been made for all working operating expenses, but before deduction of any tax on profits.

Insured standing charges - As specified in your schedule

Time excess - The period of time that starts immediately after the loss causing event and ends at the conclusion of the period listed on your schedule as the indemnity period.

WHAT YOU ARE COVERED FOR

You are covered for the financial loss you may suffer as a result of interruption to your business at the insured premises following material damage covered under sub-section A, subject to the following conditions:

1. Your cover under this section will end if your business is wound up or carried on by a liquidator or business rescue practitioner or is permanently discontinued, unless we agree to continue your cover.
2. You must have a valid claim under sub-section A in order to claim under this section.
3. The increased cost of working must be a direct result of material damage covered under sub-section A.
4. You will be responsible for the excess (first amount payable) stated on your schedule.

HOW WE INDEMNIFY YOU

Your cover under this section is limited to loss of gross profit due to:

1. Reduction in turnover; and
2. Increased cost of working.

Reduction in turnover

We will indemnify you for the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, as a result of the damage, fall short of the standard turnover.

Increased cost of working

We will indemnify you for the additional expenditure reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover that would have taken place during the indemnity period as a result of the damage. The cover amount under the policy will not, however, exceed the sum produced by applying the rate of gross profit to the amount of the reduction of turnover avoided by laying out the increased costs. Any reduced operation cost or sum earned during the indemnity period will be taken into consideration in determining your financial loss.

The amount payable will always be reduced proportionally if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

EXTENSIONS AND CLAUSES

Accountants' clause

We may insist that you provide any particulars or details contained in your books of account or other business books or documents which may be required by us under this section for the purpose of investigating or verifying any claim. We may require that your accountants or auditors be produced and certify the above mentioned documents.

EXTENSION TO OTHER PREMISES

An interruption of your business as a result of damage to another person's property will be seen as damage to property used by you.

Unspecified suppliers

The premises of any of your suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which you obtain electricity, gas or water subject to the limit stated in the schedule.

Specified suppliers

The premises of your suppliers and sub-contractors specified in the schedule up to the limit stated in the schedule.

Customers

The premises of your customers specified in the schedule up to the limit stated in the schedule.

SUB-SECTION C - DETERIORATION OF STOCK

WHAT YOU ARE COVERED FOR

You are covered for loss as a result of deterioration of stock contained in freezers, refrigerators or cold storage rooms that occurred at your insured premises as a result of material damage to machinery covered under sub-section A, subject to the following conditions:

1. You must have a valid claim under sub-section A in order to claim under this section.
2. The deterioration of stock must be a direct result of material damage covered under sub-section A.
3. You will be responsible for the first amount payable (excess) stated on your schedule.
4. There is an initial 48 hour time excess and the cover ends not later than 30 days after the failure.

SPECIAL CLAUSES:

1. In the event of damage to the insured products:
 - 1.1 where the damage necessitates the destruction of the insured products, you must obtain a certificate of condemnation from the appropriate local authority mandating the destruction of the goods;
 - 1.2 where you allege that the damage have impaired the value of the insured products, you must submit reasonable proof of the impairment of the value in respect of such insured products;
 - 1.3 where you have incurred an increase in the cost of operations in an attempt to prevent or minimise damage to the Insured products, you bare the onus of proof to prove that those costs was reasonable and necessary to prevent further damage.
2. You must maintain and service the machinery, regularly and in accordance with manufactures specifications, or you may not have cover.
3. The controlling switchgear of the refrigeration machinery described in the Schedule of this Section will incorporate apparatus to automatically restart the machinery following a break in the supply of electricity by any public authority.
4. Your premium under this Section is provisional and may be adjusted on the expiry of each period of insurance based on the declarations you make to use on the expiry of each period of insurance as follows:
 - 4.1. You must declare the average monthly value of the Insured products contained in cold room(s). The provisional premium will be adjusted at the rates agreed between you and us and an additional or refund premium charged or allowed to you; or
 - 4.2. You must declare the maximum value of the Insured products contained in cold room(s) at any one time during the period of insurance. The provisional premium charged will be adjusted at the rates agreed between you and us and an additional or refund premium charged or allowed to the Insured;

- 4.3. You must declare the estimated value at risk for the forthcoming period of insurance in accordance with:
- 4.3.1 the provisions of 4.1 above;
 - 4.3.2 the replacement cost of the cold room(s).

HOW WE INDEMNIFY YOU

Replacement condition

In the event of a valid claim under this section, we will indemnify you by paying the original purchase price of the stock affected.

THE FOLLOWING IS NOT COVERED

1. Any loss arising as a result of shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction of the stored goods.
2. Any loss arising from the improper storage of packing material, insufficient circulation of air or non-uniformity of temperature.
3. Any loss arising from temporary repairs to your refrigeration machinery which is carried out without our consent.
4. Load shedding and/or the deliberate act of any supply authority withholding or restricting supply.
5. Damage to products not contained in the insured cold-room(s) at the time of such damage.

GOODS IN TRANSIT



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WHAT YOU ARE COVERED FOR

You are covered for loss of or damage to the whole or part of your goods as described in the schedule and which you own or for which you are legally responsible whilst it is transported in any vehicle in your control or custody or for which you are responsible.

Your cover:

1. Starts when the goods are loaded onto or into the vehicle;
2. Continues during the transit and any return journey if the goods cannot be delivered;
3. Any period where the goods need to be temporarily stored in the course of the journey, provided that is not for a period of more than 96 hours between loading the goods and unloading it at the destination address;
4. Ends after the goods have been unloaded at the address on the waybill, delivery note or consignment note (destination address).

In the event of a valid claim, we will be liable:

1. In respect of new goods, for the replacement value of the property with similar property in a condition equal to, but not better nor more expensive than its condition when new.
2. In respect of goods that are not new:
 - 2.1 The market value of the goods immediately before the loss; or
 - 2.2 The repair of the property to a condition substantially the same as, but not better than, its condition immediately before the damage.

YOU HAVE THE FOLLOWING COVER OPTIONS

- **Comprehensive**
All risks.
- **Restricted**
Fire, collision and overturning including theft and hijack.
- **Limited**
Fire, collision and overturning including theft following fire, collision and overturning.
- **Basic**
Fire, collision and overturning only.

Your cover option will be stated in your schedule.

ADDITIONAL BENEFITS

Fire extinguishing costs

You are covered for costs necessary to extinguish fire that threatens the insured goods up to R5 000 (five thousand Rand).

Debris removal

You are covered for the necessary costs and expenses actually incurred by you for clearing up and removing goods debris following a claim event, excluding costs and expenses incurred as a consequence of or to prevent or mitigate pollution or contamination or threat of liability as a result of pollution or contamination, up to R5 000 (five thousand Rand).

Costs associated with the delivery and protection of the load

You are covered for the reasonable and necessary costs and expenses, up to R3 000 (three thousand Rand), for the protection and removal of the load to the nearest approved facility following loss or damage to the carrying vehicle.

Ropes

You are covered for loss of or damage to ropes and fastening devices, tarpaulins, corner plates and cargo nets on the specified transit vehicle up to R3 000 (three thousand Rand).

Temporary vehicle

You are covered for insured goods transported on any vehicle used temporarily in the place of your listed transit vehicle, while your own vehicle is undergoing repairs or is being serviced, provided that informed us and we have agreed thereto.

THE FOLLOWING IS NOT COVERED

1. Breakdown of refrigeration equipment.
2. Contamination.
3. Delay, even though the delay may be caused by a risk insured by your policy.
4. Mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured property unless following an accident or misfortune not otherwise excluded.
5. Inherent vice or defect, vermin, insects, damp, mildew or rust.
6. Transit by sea.
7. Goods insured by a marine policy or any other policy where the goods are more specifically insured.
8. Cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.

9. Goods in the control or custody of sub-contractors, except in the event that the carrying vehicle is unable to complete the journey as a result of an unforeseen event (for example an accident or breakdown) and the goods are transported to a place of safety or the destination address.
10. Loss or damage to shipping containers or any liabilities whatsoever arising out of the use of shipping containers.
11. Loss or damage related to or caused by any occurrence referred to in the general exceptions of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

SPECIFIC CONDITIONS

Compliance with legislation

You must ensure that your vehicle complies with the requirements for roadworthiness as set out in the National Road Traffic Act or any replacement act, or of any provincial or local proclamation or statute which is applicable to the insured vehicle.

Driver's license

You or anyone driving your vehicle must have a valid, full and correct type driver's license.

Overnight parking

During overnight resting periods, vehicles must be parked at designated truck stops or on premises that are within a secure perimeter.

Container seals

You or your employees must ensure that the seals on any container is examined immediately upon delivery. If the container damaged or if any seals are broken or missing or different than the seals stated in the shipping documents, you or your employee are to note the applicable situation on the delivery receipt and retain all defective or irregular seals.

Theft (only available with comprehensive or restricted cover)

We will only be liable for the theft of insured goods from any unattended vehicle if:

1. The goods are contained in a completely closed and securely locked vehicle.
2. The vehicle, in which the goods are contained in or on, is in a locked building and any theft is accompanied by forcible and violent entry or exit from the building or the vehicle.
3. The transit vehicle is within the perimeter of a security complex that has 24 hour security.

Supply of additional information

You must submit all available supporting documents to us upon request and without delay, which may include:

1. The original shipping invoices, together with shipping specifications and/or mass notes or a copy thereof.
2. The original bill of lading and/or other contract of carriage.
3. Loading account and mass notes at final destination.
4. Correspondence exchanged with other parties regarding their liability for the loss or damage.

OPTIONAL EXTENSIONS (if stated on your policy schedule to be included)

Riot and strike extension

You are covered for loss or damage as a result of:

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

This extension does not cover

1. Loss or damage that occurred in South Africa and Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever..
3. Loss or damage as a result of total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession as a result of any lawfully constituted authority confiscating, commandeering or requisitioning anything in or on your property.

If we allege that the loss or damage is not covered by this section, the burden of proving the contrary will rest on you.

MOTOR



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DEFINITIONS

An **approved repairer** is a repairer we have approved and authorised to repair your vehicle following a claim under this policy.

Trade or book value represents the average price a car dealer would pay to purchase the insured vehicle, taking its model, age, condition and mileage into account.

Retail value represents the average price a car dealer would sell the insured vehicle for, taking its model, age, condition and mileage into account.

Market value is the average between retail and the trade value.

Agreed value is the amount that we (you and us) agree to insure your vehicle for at the start of the policy. A valuation from an approved motor dealer must be provided.

New replacement value is the amount that you would have to pay to replace your damaged property at the present time.

Medical benefit means all expenses for artificial aids or prostheses, medical, dental, surgical, nursing home or hospital treatment (including cost of emergency transportation or freeing of an insured person if trapped and their removal to a place of safety) resulting from injury.

Modifications to your vehicle are any changes to your vehicle's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of your vehicle (including wheels, suspension, bodywork and engine) and include changes made to your vehicle by the previous owner(s). You must tell us what modifications you intend to make and first get our agreement before making them.

If you do not tell us about any relevant modifications, we may reject or reduce your claim or treat the policy as void (i.e. as though it has never existed).

Third party insurance covers accidental damage that you may become legally responsible to pay for someone else's property, injury, death or vehicle.

Total loss is when your vehicle is stolen/hijacked and not recovered or damaged beyond repair.

Uneconomical to repair is when your vehicle is damaged and the cost of repair is more than the value of the vehicle less the value of the salvage.

Salvage is the reasonable value of the wreck of the vehicle.

Definition of a vehicle:

1. **Definition 1** means:
Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car and the like or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's.
2. **Definition 2** means:
Commercial vehicles and special type vehicles as described in the Schedule but excluding taxis.
3. **Definition 3** means:
Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts.
4. **Definition 4** means:
Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's.
5. **Definition 5** means:
Trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto.
6. **Definition 6** means:
 - 6.1 any such vehicle being owned by or hired or leased to you;
 - 6.2 including any such vehicle temporarily operated by you as replacement for any vehicle specified out of use for the purpose of overhaul, upkeep and/or repair;
provided that:
 - 6.2.1 the maximum period a rental or temporary vehicle is used does not exceed 30 (thirty) consecutive days;
 - 6.2.2 our maximum liability will not exceed the lesser of the reasonable retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

SECTION 1 – LOSS OF OR DAMAGE TO YOUR OWN VEHICLE

WHAT YOU ARE COVERED FOR

Your policy covers you for the loss of or damage to your own vehicle, its accessories and spare parts within the territorial limits of this policy. We will not pay more than the amount stated in the policy schedule for each vehicle.

Types of insured value options

You have a choice to insure your vehicle for “Retail” or “Agreed” value, which will reflect in your policy schedule. In the event that your vehicle is subject to a finance agreement, you will not be able to choose “Trade value”.

We will not pay more than the insured value of your vehicle (including accessories and spare parts as specified) at the time of the loss less any excesses that may apply. Your excess is the first part of any claim amount for which you are responsible.

Repair, reinstate or replace

We may in our own option and discretion, repair, reinstate or replace your vehicle or any part thereof and/or its accessories and spare parts or we may pay in cash the amount of the loss or damage not exceeding the amount stated in the schedule and/or the insured value, whichever is the lesser.

If we replace or reinstate your vehicle we will have the option to take ownership of the vehicle.

Class of use

You have a choice to insure your vehicle for private or business use. Your choice will be stated in your policy schedule.

- **Private use**

The vehicle may be used for social, domestic and pleasure purposes as well as to and from one fixed place of employment and back home again.

- **Business use**

The vehicle may be used for social, pleasure, business, trade or occupational purposes.

YOU HAVE THE FOLLOWING COVER OPTIONS: (If stated in your schedule to be applicable)

- **COMPREHENSIVE**

You are covered for any accidental loss of or damage to your vehicle because of a specific insured event. This includes, but is not limited to, accident damage, theft, hi-jack or attempted theft of your vehicle and damage to a third party’s property within the borders of South Africa.

- **THIRD PARTY FIRE AND THEFT**

Your cover is restricted to loss of or damage to your vehicle because of fire, self-ignition, lightning or explosion, theft, hijacking or attempted theft or hijacking. You are also covered for damage to a third party's property within the borders of South Africa.

- **THIRD PARTY ONLY**

Your cover is restricted to damage to a third party's property within the borders of South Africa. You have no cover for loss of or damage to your own vehicle.

We will confirm your cover option in your policy schedule.

EXTENSIONS

Where we cover your vehicle

Your vehicle is covered within the borders of South Africa, Swaziland, Lesotho, Namibia, Botswana, Zimbabwe and Mozambique. South African legal and insurance principles shall apply in the adjudication of all claims regardless of where they occur.

Windscreen damage

Your policy includes cover for a broken or damaged windscreen or windows in your vehicle. For a broken windscreen or windows claim you will have to pay the amount of glass excess shown in your schedule. If the windscreen can be repaired there will be no excess applicable.

Sound cover

We will pay for the reasonable cost of loss or damage to permanently fitted sound equipment specified on your policy schedule up to the sum stated on your policy schedule, less the excess applicable on the vehicle. The theft or damage must be caused by visible, forcible and violent entry to your car. If your radio has a removable faceplate, it must be removed from the car when left unattended. The faceplate must also be presented to us at claims stage in the event of a theft in order for there to be cover.

If the sound system is an aftermarket fitment we will only pay up to the amount stated on the schedule, unless the system is specified on the schedule.

Key cover

Your policy includes cover for keys, locks and electronic locking devices being damaged or stolen up to R7 500 (seven thousand five hundred Rand). You will have to pay the key cover excess of R500 (five hundred Rand) for a key claim.

Waiver of subrogation rights

For the purpose of this section, we waive all rights of subrogation or action that we might have or acquire against any person to whom indemnity under this section applies, and each such person will observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this policy in so far as they may apply.

Fire extinguishing costs

We will pay for the reasonable fire extinguishing cost up to R5 000 (five thousand Rand) if your insured vehicle is in danger as a result of a fire.

Towing and storage

Should your vehicle not be able to move due to an accident, all you need to do is call us on **0861 001 041** and we will arrange for your vehicle to be towed to one of our approved service providers. We will do this for you at absolutely no cost.

Our call centre is open 24 hours a day, 7 days a week.

Please remember that if you do not call us and make use of our towing and storage facilities after an accident, the maximum we will pay towards your towing costs (should you have a valid claim) is R3 000 and R2 000 for storage.

In the event of an accident while you are outside the borders of South Africa, you are responsible for bringing your vehicle back over the border into South Africa. We will not pay customs, excise duty or any other costs associated with returning your vehicle to South Africa. We will transport your vehicle from the South African border post to an approved panel beater situated in South Africa and which is the nearest to the border of pick up.

In the event of an accident while you are outside the borders of the South Africa, but still within the territorial limits of this policy we will pay towards:

1. Repatriating up to 4 (four) occupants back to their place of residence within South Africa subject to a maximum amount of R10 000 (ten thousand Rand);
2. Costs and expenses for transporting the vehicle to the nearest border post in South Africa or as agreed to by us subject to a maximum of R5 000 (five thousand rand);
3. The cost of any temporary repairs undertaken by a repairer situated outside South Africa subject to a maximum of R5 000 (five thousand Rand).

Loss of fuel

We will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

provided that the vehicle is covered on the comprehensive cover option.

In the event of loss or damage which may result in a claim under this extension, you must provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of the loss. Our liability for loss of fuel will not exceed the amount stated on the policy schedule and you will be responsible for the excess (first amount payable) in addition to any other excess which may apply.

Wreckage removal

Your policy includes cover for the costs and expenses incurred by you for the clearing up and removal of debris and wreckage of your insured vehicle following damage to your vehicle by an insured event. This is subject to the insured value under the own damage section, but will exclude costs and expenses incurred in consequence of or to prevent or mitigate pollution or contamination or threat of liability. We will not pay more than the insured value under this extension.

OPTIONAL EXTENSIONS (if stated on your policy schedule to be included)

Loss of use - Vehicle hire

1. Compensation

If a vehicle stated in the schedule with gross vehicle mass not exceeding 3 500 kg (three thousand five hundred kilograms) is stolen or damaged and we have accepted liability for that damage, you are covered for the rental cost of a replacement vehicle, subject to the following conditions:

- 1.1 We will not be liable to pay more than the selected option stated in the schedule being either:
 - 1.1.1 Option 1: R400 per day for 15 consecutive days; or
 - 1.1.2 Option 2: R400 per day for 30 consecutive days; or
 - 1.1.3 Option 3: R1 000 per day for 15 consecutive days; or
 - 1.1.4 Option 4: R1 000 per day for 30 consecutive days;
- 1.2 the rented vehicle must be a sedan, SUV, 4x4, MPV or similar type or a light commercial vehicle not exceeding 3 500 GVM (gross vehicle mass).

2. Rental period

The rental period for which we will pay:

- 2.1 starts on the day we admit liability in terms of the original claim and agree to the rental;
- 2.2 the rental period will cease at the time when:
 - 2.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
 - 2.2.2 the vehicle is repaired after being damaged and returned to the owner;
 - 2.2.3 the period stated in the option selected expires.

3. Payment of benefit

- 3.1 We will pay 50% of the selected option upon registration of the claim for which we have admitted liability;
- 3.2 the balance will become payable upon settlement of the claim subject to the provisions contained in 2. Rental period above.
- 3.3 You will pay no excess on this optional cover.

Riot and strike extension

You are covered for loss or damage we are liable for under this section and that was directly caused or as a result of:

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

This extension does not cover:

1. Loss or damage that occurred in South Africa and Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

Credit shortfall

If your vehicle is subject to a finance agreement, this extension covers the difference between the insured value of your vehicle and the settlement amount if your vehicle is written off or stolen (where a total loss happens), up to a maximum of R50 000 or 20% of the insured value of your vehicle, whichever is the lesser amount, up to the limit in your schedule.

Please take note of the following important terms.

1. For you to have cover under this section, at the start date of the policy:
 - 1.1 The instalment agreement must be in your name.
 - 1.2 You must live permanently in South Africa.
 - 1.3 You must be at least 18 years old.

2. We will only cover you under this section if your financed vehicle is described in the policy schedule.
3. In the event of the total loss of your vehicle while you are insured under this section, we will pay the outstanding amount under your instalment agreement, less:
 - 3.1 Any amount paid out under your vehicle insurance policy taking into account any applicable excess and other amounts your insurer has already deducted.
 - 3.2 Any payment due under your instalment agreement which has been outstanding for more than 3 months.
 - 3.3 Any extra amount agreed to as part of your instalment agreement which was more than the market value of the vehicle (as determined by us) when your instalment agreement started.
 - 3.4 Any discount your credit provider has agreed to give if you paid the full outstanding financed amount under the instalment agreement.
 - 3.5 Any amount which is more than the total maximum amount of cover you have under this section.
4. The maximum amount we will ever pay under this section is detailed in your schedule.
5. We will always make the claim payment directly to your credit provider.
6. We will not pay your claim under this section:
 - 6.1 If your claim has not been paid in full under your vehicle insurance policy.
 - 6.2 If the event leading to the total loss of your vehicle happens outside South Africa.
 - 6.3 If your insured vehicle is used for hire, giving driving lessons for a reward, racing, anything related to the selling of vehicles or anything else not covered by your vehicle insurance policy.
7. When you claim, please ensure that you send us all the documents we need to assess your claim fairly within 30 days of the day your claim under your vehicle insurance policy was accepted. These documents include:
 - 7.1 All the claim forms and correspondence with your vehicle insurance provider.
 - 7.2 Copies of your instalment agreement and your repayment history (instalment agreement statement).
8. You will no longer have cover under this section (and we will not pay any further claims) when:
 - 8.1 Your instalment agreement ends.
 - 8.2 We pay a claim under this section.

THE FOLLOWING IS NOT COVERED

Damage to tyres, springs and/or shock absorbers

Your policy does not include damage caused by braking, punctures, cuts or bursts or damage to tyres, springs and/or shock absorbers caused by impact with inequalities of any road surface (e.g. potholes).

Consequential loss

Consequential loss of any kind, depreciation in value whether arising from accident repairs or otherwise, electrical or mechanical breakdown.

Alcohol and/or substance abuse

Any claim that arises whilst your car is being driven by anyone who is under the influence of drugs or alcohol or has a concentration of alcohol in their blood exceeding the statutory legal limit (If there is a suspicion that the driver of your car was under the influence of drugs or alcohol at the time of the loss and a blood sample has been taken from the driver, we will not pay your claim pending receipt of the blood results from the authorities)

Vehicle use

You are not covered for anything which occurs while the insured vehicle is being used in the following ways:

1. Any purpose that is not defined in the schedule of this policy.
2. Driving instruction or towing for reward.
3. Hired for reward.
4. Owned or used by a car hire company.
5. Used or takes part in racing, speed or other contests, rallies, trials or any such event whether publicly organised or not and whether on a track or not.
6. Carrying of explosives or hazardous goods unless incidental.
7. Carrying goods or passengers in excess of what your vehicle is legally licensed to carry.
8. Carrying passengers for reward or fare-paying passengers, taxi's and the like.

This does not apply if your vehicle is stolen or taken away without your permission provided that, if this is done by a member of your family or a person who normally lives with you, the person has been reported to the police for the purpose of a criminal prosecution and no subsequent statement or case withdrawal is made indicating that the person did in fact have your permission.

Roadworthiness

Any loss or damage occurring if your vehicle is not legally roadworthy.

Authorities

Detention, confiscation, requisition by customs or other officials or authorities.

Wear and tear

You are not covered for wear and tear.

Mechanical breakdown

You are not covered for mechanical, electronic or electrical breakdowns, failures or breakages.

SECTION 2 – LIABILITIES TO THIRD PARTIES

WHAT YOU ARE COVERED FOR

We will pay all costs and expenses (up to the limit in your schedule), for amounts which you may become legally liable to pay in respect of:

1. death or bodily injury to any person;
2. loss of or damage to property not owned by you;

as a result of an accident caused by you or in connection with the operation of the vehicles specified in the schedule or in connection with loading or unloading of such vehicles, resulting in loss or damage, provided that the:

1. property is not owned by you;
2. property is not in your possession or control;
3. accident happened within the territorial limits of the policy.

ADDITIONAL EXTENSIONS

We will also, in terms of and subject to the limitations of and for the purpose of this section, provide the following additional extensions:

Legal representation

We may decide to pay legal costs and expenses which will entitle us to arrange for representation at any inquest or inquiry or for defending in any magistrate's court any criminal proceedings relating to any event which is covered under this subsection. This is subject to our total liability not exceeding the limit of indemnity. Any cost or expenses you agree to must be with our written consent.

Passenger liability

Your cover under section 2 extends to cover your legal liability (up to the limit in your schedule) for death of or bodily injury to persons while being carried in or entering or getting onto or getting off any vehicle.

Indemnity to other drivers

We will indemnify any person using or driving your insured vehicle on your order or with your permission provided that:

1. this person will be subject to the same terms, exclusions and conditions as the insured would be;
2. this person has not been refused any motor insurance;
3. indemnity will not apply to claims made by a member of the same household of this person;
4. this person is not entitled to indemnity under any other policy;

Cross liabilities

Where more than one insured is named in the schedule, we will indemnify each insured separately and not jointly, and any liability arising between such insured will be treated as though separate policies have been issued to each, provided that our overall liability is not increased.

Liability while driving other vehicles

We will indemnify you while driving a private type car not belonging, hired or leased to you provided that:

1. You are a private individual;
2. You have insured a vehicle, other than a motorcycle, bus or trailer under this policy;
3. We will not be liable for loss or damage to the vehicle being driven or used.

Towing

We will indemnify you for liability arising from the towing of a vehicle or trailer including liability arising from the towed vehicle or trailer provided that:

1. The towing is not for reward;
2. Damage to the vehicle being towed, or property in or on it is not covered.

THE FOLLOWING IS NOT COVERED

Loss or damage covered by a fund in terms of legislation

You are not covered for anything covered under any law specific to the loss or the Road Accident Fund Act.

Death of or injury to passengers

You are not covered for death of or injury to any person being carried in or upon or entering into or alighting from any vehicle unless:

1. In a private type motor car, including station wagons, safari vans and similar vehicles, designed to seat not more than 9 people including the driver; or
2. In a permanently enclosed passenger carrying compartment of a commercial vehicle with a gross vehicle mass not exceeding 3 500kg.

Liability arising from plant and equipment forming part of your vehicle

Liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.

LIMITS OF INDEMNITY

Unless otherwise stated, our liability under this section for any one event will not exceed the limits of indemnity stated in your policy schedule.

OPTIONAL EXTENSIONS (if stated in the schedule to be included)

Unauthorised passenger liability

Your cover under section 2 extends to cover your legal liability for death of or bodily injury to persons while being carried in or on or entering or getting onto or getting off any vehicle in breach of your instructions to your driver not to carry passengers.

Contingent liability

The indemnity under Section 2 includes claims made against:

1. you in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle which is not your property or provided by you, while being used by any of your partners or directors or employees (hereinafter in this extension referred to as 'such person');
2. any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to you or such person or leased or hired by either of you, but only in so far as such person has not been refused any motor insurance or continuance thereof by any Insurer;
provided that:
 - 2.1 all the words in the "death of or injury to passengers" exclusion to section 2 are deleted;
 - 2.2 we will not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
 - 2.3 the payment by you for subsidies or travelling allowances to such person for the use of his own vehicle for your official purposes, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
 - 2.4 if, at the time of the occurrence of any accident giving rise to a claim under this Extension, you or such person is entitled to indemnity under any other policy in respect of the same occurrence, we will not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
 - 2.5 the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
 - 2.6 our liability will not exceed the limit in the schedule for each and every occurrence.

SECTION 3 – MEDICAL EXPENSES

You are covered for medical expenses incurred if an occupant of the insured vehicle sustains bodily injury by violent, accidental, external and visible means up to R10 000 (ten thousand Rand) per injured occupant and in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event provided that:

1. There is full cover for the vehicle under section 1.
2. Occupants of buses and taxis are not covered.
3. Occupants of private cars or motorised caravans are covered while being carried anywhere in the vehicle.
4. Occupants of any other type of vehicle other than a bus or taxi must be in the permanently enclosed passenger carrying compartment.
5. The amount payable under this subsection will be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

The following is not covered:

Anything covered under any law specific to the loss or the Road Accident Fund Act.

ACCIDENTAL DAMAGE



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SUB-SECTION 1: PROPERTY

WHAT YOU ARE COVERED FOR

You are covered for accidental physical loss of or damage to your insured property at your insured premises, not otherwise insured or for which insurance is available and described in terms of any section (other than Business All Risks) of this policy.

Please take note of the following terms:

1. Your cover under this section will not be more than the sum insured stated in your schedule.
2. This section will not be called to contribute towards any event for which more specific insurance has been arranged.
3. Property will include any tangible property belonging to you or held in trust by or on commission, or where you carry the risk of loss or damage.

THE FOLLOWING IS NOT COVERED

We will not be liable for:

1. More than the individual value of the damaged item(s) that forms part of a pair, set or collection, even though the damaged item(s) may hold a special value as part of the pair, set or collection.
2. Unexplained disappearances or shortages only revealed during or after an inventory count
3. Errors or omissions in receipts, payments or accounting.
4. Misfiling or misplacing of information.
5. Loss or damage caused by:
 - 5.1 Fraud committed against you or committed by any of your principals or agents.
 - 5.2 Altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work.
 - 5.3 Termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light.
 - 5.4 Overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus.
 - 5.5 Breakdown, electrical, electronic and/or mechanical derangement.
 - 5.6 Fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear.
 - 5.7 Denting, chipping, scratching or cracking not affecting the operation of the item.

6. Settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.
7. Loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container.
8. Loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes.
9. Failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant.
10. Collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

The following property will not be covered:

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

SUB-SECTION 2: LEAKAGE (if stated in the schedule to be covered)

This sub-section provides cover for accidental loss of or damage to chemicals, fluids, gasses or fumes or physical damage to your insured property caused by discharge or leakage from tanks, pipes or apparatus. This does not include loss or damage resulting from wear and tear or other gradually operating causes of the tanks, pipes or apparatus.

CLAUSES AND EXTENSIONS

Additional costs clause

The sum insured under this section for buildings, plant and machinery includes:

1. Any costs incurred, due to the necessity to comply with building or other public authority requirements, following an insured event.
2. Fees for the examination of municipal or other plans.
3. Costs of demolition, and the removal of debris from the site and the site immediately next to it.
4. The professional fees of architects, quantity surveyors and other consultants.
5. Charges levied by any authorised fire brigade for their services.

Please take note of the following conditions:

1. We will not be liable under numbers 1, 2 or 4 above unless the damaged property is replaced or reinstated without delay.
2. We will not be liable under number 4 for any expenses in connection with the preparation of your claim.
3. We will not be liable under number 3 for any costs and expenses arising from pollution or contamination of property not insured by this section.

Mortgagee clause

The interest of any mortgagee in the insurance under this section will not be prejudiced by any act or omission of the mortgagor without the mortgagee's knowledge. The mortgagee must, however, inform us as soon as any such act or omission comes to his knowledge. After amending the cover the mortgagor may be responsible for an additional premium.

Railway and other subrogation clause

You will not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies.

Restricted cover clause

Your cover for documents, manuscripts, business books, plans, designs, patterns, models, moulds and computer system records is limited to the value of the materials and the cost of labour for recreating them, and does not include cover for the value of the information.

Tenant's clause

Our liability to you under this section will not be affected by the act or omission of any owner of a building or any tenant (other than you) provided that you had no knowledge of this act or omission. You have to inform us as soon as you become aware of any act or omission that may be in breach of any terms, exclusions or conditions of this policy. You must take all reasonable steps to prevent damage. After amending your cover you may be responsible for an additional premium.

CONDITIONS

Excluded property

You may specify certain additional property or property classes to be excluded from cover under this section. The excluded items must reflect in your policy schedule and it is your responsibility to ensure that the listed exclusions are accurate and in accordance with your instructions.

First loss average

If, at the time of any loss or damage arising, the total value of the insured property described by each item does not exceed the sums stated in your schedule then this insurance will be declared free of average, but if the total value of the property is greater than the aforementioned sums, you will be considered as being your own insurer for the difference and we will only be liable for such proportion of the first loss sum insured as the aforementioned sums will bear to the total value not exceeding in all the total sum insured by each item.

Reinstatement value conditions clause

In the event of damage to property, other than stock, the amount payable will be the cost of replacing or reinstating with property of the same kind or type, but not superior to or more expensive than your insured property when new.

The following conditions will apply:

1. The cost is based on reinstatement at the same site, but we may agree to another site provided that our liability is not increased.
2. We will not be liable for the cost of replacing or reinstating stock.
3. You must advise us within 6 months of the loss causing event if you are unable to reinstate or replace the lost or damaged insured property. This period may be increased with our written consent.
4. Your sum insured must represent the cost of replacing or reinstating all your insured property, otherwise average will apply.
5. You must have actually incurred expenses to reinstate the damaged property.

ACCOUNTS RECEIVABLE



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WHAT YOU ARE COVERED FOR

You are covered for loss or damage as a result of an accident or misfortune to your books of account or other business books or records:

1. at the premises of any of your directors, partners or employees; or
2. at the premises of any of your accountants ; and
3. which results in you being unable to trace and/or establish the outstanding debit balances due to you.

Please take note of the following important terms

1. We will not be liable for any amount that exceeds the amount stated in the schedule and subject to the conditions stated in the contract.
2. If your insured records are in imminent danger of destruction and are removed to a place of safety, your cover will also apply at this place and during transit to and from the usual premises, provided that you notify us, in writing, within 30 days.
3. We will also pay all reasonable collection costs and expenses incurred by you in excess of normal collection costs and expenses made necessary because of damage.

YOU ARE NOT COVERED FOR

1. Loss or damage to your books of account or other business books or records caused by:
 - 1.1. Wear and tear, gradual deterioration, moths or vermin.
 - 1.2. Detention, seizure or confiscation by any lawful authority.
 - 1.3. Electrical, electronic, or magnetic injury, disturbances or erasure unless you maintain duplicate records referred to in the "Duplicate records" clause.
2. Loss caused by fraud or dishonesty by you, any of your principals, directors, partners or employees.

SPECIFICATION

The cover under this section is limited to your loss as a result of outstanding debit balances directly due to the damage. Our liability will not exceed:

1. The difference between the outstanding debit balances and the total of the amounts received or traced in respect thereof plus;
2. the additional costs and expenses incurred in tracing and establishing customers' debit balances after the damage. If the sum insured under this section is less than the outstanding debit balances, we may apply average.

DEFINITIONS

Outstanding debit balances

The total amount due to you by your clients and declared in the most recent declaration, adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which the last statement relates and the date of the damage;
3. any abnormal conditions of trade that affected the business.

Books of account

Journals, ledgers, and other classified records comprising a firm's set of accounts and will include electronic and/or data files of the above.

CLAUSES

Declarations

You must, within 60 days of the end of each month or other agreed period, provide us with a signed statement that reflects the total amount outstanding in customers' accounts reflected in your books of account at the end of the specific month.

Accountants' clause

We may require particulars or details contained in your books of account or other business books or documents to investigate and/or verify any claim under this section. This may be produced and must be certified by your auditors or professional accountants. Their certificate will be considered *prima facie* proof of the particulars and details contained therein.

Duplicate records

For you to have cover, you must maintain duplicates of your books of account and/or other business books or records detailing the outstanding debit balances and this must be stored at a different premises than the originals.

Protections

For you to have cover, you must keep your books of account, and/or other business books or records detailing the outstanding debit balances in a fire-resistant safe, cabinet or strong-room outside business hours unless they are being worked on or are required for immediate reference.

EXTENSIONS

Transit extension

This extension provides cover for insured events while your books of account or other business books or records are in transit to and from the premises or residence of any of your directors, partners, employees or accountants.

PUBLIC LIABILITY (Claims made)



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WHAT YOU ARE COVERED FOR

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

SPECIFIC CONDITIONS

Claims made basis

1. Any claim first made in writing against you as a result of an insured event (hereinafter termed reported event) will be treated as if it had been made against you, on the same day that you reported the event to us.
2. In the event of cancellation or non-renewal of the policy:
 - 2.1 Any claim resulting from a reported event, first made in writing against you during the 48 months immediately after cancellation or non-renewal will be treated as having been made against you on the same day that you reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the claimant becomes a major.
 - 2.2 You may report an event to us within 15 days after cancellation or non-renewal, provided that:
 - 2.2.1 The event occurred during the period of insurance.
 - 2.2.2 Any subsequent claim made in writing against you as a result of the event will be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 month period specified in 2(a) above.
3. Any series of claims made against you by one, or more than one, claimant during any period of insurance as a result of one event or series of events with one original cause or source will be treated as if they all had first been made against you:
 - 3.1 On the date that the event was reported by you.
 - 3.2 If you were not aware of any event that could have given rise to a claim, on the date that the first claim of the series was made in writing against you.

Limit of indemnity

The amount payable, including legal costs recoverable from you by a claimant(s), and all other costs and expenses incurred with our consent, for any one event or series of events, will not exceed the limit of indemnity stated in your schedule during any one period of insurance in the aggregate.

Territorial limits

This cover will apply anywhere in the world excluding USA and Canada. You are not covered for loss or damage as a result of any contract for the performance of work or any business carried on by you at a location outside South Africa.

Excess

You will be responsible for the first amount payable stated in your policy schedule.

YOU ARE NOT COVERED FOR:

Your employees

We do not cover death of or injury to your employees or contracted workers, or damage to their property while they are working for you.

Property owned by you or property in your physical or legal custody

We do not cover damage to property:

1. belonging to you;
2. in your or any of your employees' control or custody;

Motor vehicles or motorcycles

We do not cover injury or damage caused by or as a result of your ownership, possession or use of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft, locomotive or rolling stock.

Advice or treatment of a professional nature

We do not cover liability resulting from any advice or treatment of a professional nature given by you or at your discretion.

Aircraft

We do not cover liability caused by or as a result of:

1. the refuelling of an aircraft;
2. ownership, possession, maintenance, operation or use of aircraft or an airline;
3. ownership, hire or leasing of any airport, airstrip or helicopter pad.

Goods or products

We do not cover liability caused by or as a result of goods or products (including containers and labels) sold or supplied and happening elsewhere other than on the premises occupied by you.

Defective work

We do not cover liability occurring after the completion and handing over of any work and caused by or as a result of any defect, error in or omission from such work.

Agreements you enter into

We do not cover liability assumed by you under any contract, undertaking or agreement unless liability would have attached in the absence of the contract, undertaking or agreement.

Interference with support

We do not cover damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

Fines, penalties and other damages

We do not cover fines, penalties, punitive, exemplary or vindictive damages.

Legal actions in other countries

We do not cover damages in respect of judgements delivered or obtained by any court outside South Africa.

Spread of fire

We do not cover damage to:

1. sugar cane;
 2. crops including veld;
 3. plantations and/or forests;
- caused by spread of fire to neighboring premises.

Animals

We do not cover liability consequent upon injury or damage directly or indirectly caused by or in connection with or arising from or attributable to:

5. the droving of animals;
6. stray animals;
7. animals escaping from your property;
8. animals at shows or auctions; or
9. animals not belonging to you;

Events known to you

We do not cover any claim arising from an event known to you:

1. that was not reported to us; and
2. prior to inception of this policy.

Seepage, pollution or contamination

You are not covered for:

1. Liability directly caused by or arising from seepage, pollution or contamination except if the seepage, pollution or contamination is caused by a sudden, unintended or unforeseen occurrence.
2. The cost of removing or clearing up seepage, pollution or contamination except if the seepage, pollution or contamination is caused by a sudden, unintended or unforeseen occurrence.

3. Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal release or escape of pollutants.

Asbestos

We do not cover loss of or damage to property, death or bodily injury directly or indirectly caused by the hazardous nature of asbestos in whatever form or quantity.

EXTENSIONS

Tenant's liability

This extension provides cover for amounts you as a tenant may become legally liable for to the landlord in respect of accidental damage to or loss of your landlords property, up to the limit stated in your policy schedule.

Court attendance

We will indemnify you in the event of any employee or employees attending court as a witness at our request in connection with a claim in respect of which you are entitled to indemnity under this Section up to:

1. R500 (five hundred Rand) per day for any of your directors or partners; and
2. R300 (three hundred Rand) per day for any other employee;

but not more than 5 (five) days giving witness for in the same case.

OPTIONAL EXTENSIONS (If stated in your schedule to be included)

Products liability

The excluded cover "Goods or products" above is deleted and replaced by the following:

We will indemnify you for insured events happening anywhere in the territorial limits caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery or delivery of the incorrect goods) by you in connection with your business.

The amount payable under this extension will not exceed in the aggregate the limit of indemnity stated in the schedule. This includes legal costs recoverable from you by a claimant, and all other costs and expenses incurred with our consent, for any one event or series of events with one original cause or during any 1 (annual) period of insurance.

The following is not covered under products liability:

1. The cost of repairing, replacing or recalling the defective goods.
2. The cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products.

3. Loss arising from defective or faulty design, formula, plan or specification.
4. Goods or products intended to be installed in, or intended to form part of and forming part of, an aircraft.
5. Liability arising out of goods sold or exported to USA or Canada by you or on your behalf.

Defective workmanship liability

The excluded cover “Defective work” above is deleted and replaced by the following:

This extension covers liability occurring after the completion and handing over of any work and caused by or as a result of any defect, error in or omission from the work carried out by you.

The amount payable under this extension will not exceed in the aggregate the limit of indemnity stated in the schedule. This includes legal costs recoverable from you by a claimant, and all other costs and expenses incurred with our consent, for any one event or series of events with one original cause or during any one (annual) period of insurance.

The following is not covered under defective workmanship liability:

1. The cost of rectifying or recalling defective work.
2. Liability arising from inefficiency of the work or because the work did not produce the result anticipated or claimed.
3. Liability arising prior to the handing over of work.
4. Liability arising from defective design.
5. Liability arising from any work on any aircraft or part thereof.

Spreading of fire to neighbouring

The excluded cover Item 2 “crops including veld” under “Spread of fire” above is deleted provided that:

1. We will not be liable to pay more than the amount stated in your schedule for any one occurrence; and
2. You will be responsible for the first amount payable of 10% (ten percent) with a minimum of R5 000 (five thousand Rand) and a maximum of R50 000 (fifty thousand Rand) for each and every claim.

It is a condition precedent to liability that at the time of the occurrence giving rise to a claim, you comply with all requirements relevant to the National Veld and Forest Fire Act, No. 101 of 1998 as amended.

You must also inform us as soon as you become aware of any occurrence which could give rise to a potential claim against you. We will at our discretion pay the reasonable cost to appoint a loss adjuster to assess or evaluate the possible damage or liability.

Droving and escape of animals and stray animals

The excluded cover Item 1, 2 and 3 “the droving of animals, stray animals and animals escaping from your property” under “Animals” above is deleted provided that:

1. You take all reasonable precautions to prevent damage and comply with the law regarding the droving of animals on public roads;
2. All gates and fences or animal padlocks directly alongside public roads are kept in a good condition and that all gates having access to public roads are properly closed at all times;
3. Our liability in respect of this extension will be limited to R1 000 000 (one million Rand) and will further be reduced by R1 000 (one thousand Rand) in respect of each and every occurrence.

Legal defence costs

Upon your request, we will indemnify any of your employees, partners or directors against costs and expenses not exceeding the amount stated on the schedule. The costs and expenses must be incurred by or on behalf of the person, with our consent in the defence of any criminal action brought against them for an alleged contravention of the statutes as defined here during the period of insurance. This cover is granted provided that:

1. The person will be subject to the terms, exclusions and conditions of this policy.

The following is not covered under legal defence costs:

1. Fines and penalties imposed by any magistrate or judge.
2. The cost of an appeal. Unless a senior counsel approved by us advises that an appeal should, in his/her opinion, succeed.

○ The Statutes

The Occupational Health and Safety Act No. 85 of 1993 (as amended),
The Mines and Works Act No. 27 of 1956 (as amended),
The Mineral and Petroleum Resources Development Act No. 28 of 2002,
The Electricity Act No. 40 of 1958 (as amended),
National Energy Regulator Act No. 40 of 2004,
Electricity Regulation Act No. 4 of 2006,
and/or any other Act or Ordinance pertaining to the supply of Electricity,
all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

Wrongful arrest and defamation

This extension provides cover for damages:

1. Resulting from wrongful arrest (including assault in connection with such wrongful arrest);
2. In respect of defamation;

occurring during any 1 (annual) period of insurance and not exceeding R50 000 (fifty thousand Rand) or the amount stated on the schedule.

EMPLOYERS LIABILITY (Claims Made)



OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

WHAT YOU ARE COVERED FOR

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

SPECIFIC CONDITIONS

1. Any claim first made in writing against you as a result of an insured event (hereinafter termed reported event) will be treated as if it had been made against you, on the same day that you reported the event to us.
2. In the event of cancellation or non-renewal of the policy:
 - 2.1 Any claim resulting from a reported event, first made in writing against you during the 48 months immediately after cancellation or non-renewal will be treated as having been made against you on the same day that you reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the claimant becomes a major.
 - 2.2 You may report an event to us for 15 days after cancellation or non-renewal, provided that:
 - 2.2.1 The event occurred during the period of insurance.
 - 2.2.2 Any subsequent claim made in writing against you as a result of the event will be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 month period specified in 2(a) above.
3. Any series of claims made against you by one or more than one claimant during any period of insurance as a result of one event or series of events with one original cause or source will be treated as if they all had first been made against you:
 - 3.1 On the date that the event was reported by you.
 - 3.2 If you were not aware of any event that could have given rise to a claim, on the date that the first claim of the series was made in writing against you.

Limit of indemnity

The amount payable, including legal costs recoverable from you by a claimant(s), and all other costs and expenses incurred with our consent, for any one event or series of events, will not exceed the limit of indemnity stated in the schedule.

Territorial limits

This cover will apply anywhere in the world, excluding USA and Japan, but not in connection with:

1. Any business carried on by you at or from a premises outside; or
2. Any contract for the performance of work outside;

South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

THE FOLLOWING IS NOT COVERED:

1. Liability assumed by you under any contract, undertaking or agreement unless the liability would have attached to you without the contract, undertaking or agreement.
2. Liability for disease or impairment due to a gradually operating cause that cannot be linked to a sudden and identifiable accident or event.
3. Fines, penalties, punitive, exemplary or vindictive damages.
4. Damages in respect of judgements delivered or obtained in the first instance other than by a court of competent jurisdiction within South Africa, Namibia, Botswana, Lesotho and Swaziland.
5. Any claim arising from an event known to you:
 - 5.1 that was not reported to us; or
 - 5.2 before the inception of this section.
6. Any claim (in the event of cancellation or non-renewal of this section) not first made in writing against you within the 48 month period.
7. Any loss covered under the Compensation for Occupational Injuries and Diseases Act.

EXTENSION

Principals

Where you and a principal are liable for the same damages and where any contract or agreement between you and a principal so requires, we will, apart from the abovementioned Specific exclusion 1, we will indemnify the principal in the same manner we will indemnify you, but only as far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of that person resulting from the negligence by you or any of your employees;

Provided that:

1. In the event of a claim in terms of this extension, you will arrange with the principal for the conduct and control of all claims made against you.
2. The principal will, as if he is the insured, be subject to the terms, conditions and exceptions (both general and specific) of this policy in so far as they can apply.
3. Our liability is not hereby increased.

GROUP PERSONAL ACCIDENT



OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

DEFINITIONS

Where we use the following words or expressions in this section, it will have the following meaning, unless we say differently.

Annual earnings means the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the insured person at the time of the accident.

Average weekly earnings means the insured person's annual earnings divided by 52. In the event that the insured person was employed for less than 52 consecutive weeks prior to the date of loss, his/her average weekly income will be calculated by taking the total earnings received divided by the number of consecutive weeks that the insured person was employed by you.

Temporary total disability means that the insured person is completely unable to attend to his/her usual occupation or profession for a period longer than the period stated in the schedule, but not permanently.

Permanent total disability means that the insured person is completely unable to attend to his/her usual occupation or profession for a period longer than the period stated in the schedule.

Medical expenses means all expenses for artificial aids or prostheses, medical, dental, surgical, nursing home or hospital treatment (including cost of emergency transportation or freeing of an Insured Person if trapped and their removal to a place of safety) resulting from injury.

Injury which shall mean bodily injury caused by accidental, violent, external and visible means.

Accident means a sudden, unexpected and specific event which occurs at an identifiable moment in time and at an identifiable place, which could not reasonably have been expected to occur. The event must result in death or disability caused directly and independently of all other causes by some external and visible means arising from this event, and excludes death by natural causes.

WHAT YOU ARE COVERED FOR

If during the period of insurance an Insured Person sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 (twenty four) calendar months from the claim event, in death, disability or the incurring of medical expenses, we will pay you or your legal personal representatives the compensation stated in the schedule up to the maximum limits of liability therein.

LIMITS OF COMPENSATION	
ACCIDENT RESULTING IN:	COMPENSATION
Death	The amount stated in your policy schedule.
Permanent disability	The percentage of the amount stated in your schedule in accordance with the below table of permanent disabilities.
Temporary disability	Subject to the amount per month and time limit stated in your schedule for the period the named person is temporary disabled.
Medical expenses	Up to the limit stated in your policy schedule.

Permanent disability table

Total and permanent disablement from following any employment	100%
Total and permanent loss of either both hands, both feet, or one hand and one foot	100%
Total and permanent loss of sight in both eyes	100%
Total and permanent loss of sight in one eye	50%
Total and permanent loss of hearing or speech	50%
Total and permanent loss of hearing in one ear	15%
Total and permanent loss of one hand	50%
Total and permanent loss of arm from shoulder	75%
Total and permanent loss of forearm	65%
Total and permanent loss of one foot	50%
Total and permanent loss of leg from the thigh	75%
Total and permanent loss of leg at or below knee	65%
Total and permanent loss of thumb (both phalanxes)	25%
Total and permanent loss of thumb (one phalanx)	10%
Total and permanent loss of index finger (three phalanxes)	10%
Total and permanent loss of index finger (two phalanxes)	8%
Total and permanent loss of index finger (one phalanx)	4%
Total and permanent loss of finger other than thumb or index finger	5%
Total and permanent loss of big toe	5%
Total and permanent loss of any other toe	1%

MEMORANDA

1. Where the injury is not specified, we will pay such sum as, in our opinion, is consistent with the above provisions.
2. Permanent total loss of use of part of the body will be treated as loss of that part of the body.
3. 100 percent will be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person.

SPECIFIC CONDITIONS

1. This policy may be cancelled at any time by us giving 30 (thirty) days' notice in writing (or such other period as may be mutually agreed) or by you giving immediate notice. From date of cancellation you will be entitled to a refund of premium paid pro rata for the unexpired period of insurance, subject to condition 7.
2. This policy is not assignable. Compensation will only be payable to you whose receipt will effectually discharge us. No Insured Person will have any right against us.
3. No sum under this policy will carry interest.
4. This policy will be voidable at our discretion in the event of misrepresentation, or misdescription or non-disclosure of any particular material to this insurance by you, on your behalf or by any Insured Person.
5. Notice must be given to us in writing on the prescribed claim form as soon as practicable, but in any event within 12 (twelve) months of any occurrence which may give rise to a claim under this policy but notice of death must be given immediately and we will have the right to have a post mortem examination of the body.

All certificates, information and evidence required by us must be furnished at your expense within 30 (thirty) days of us notifying you of our requirements.

After incurring bodily injury for which compensation may be payable under this policy, the Insured Person must, when reasonably required by us to do so, submit to medical examination on behalf of and at our expense and undergo any treatment specified. We will not be liable to make payment unless this condition is complied with to our satisfaction.

If an insured person becomes injured he/she must obtain qualified medical advice as soon as possible and follow the advice and/or treatment plan. We will not be liable for any increased liability as a result of non-compliance to this condition.

6. If the premium is calculated on estimates supplied by you, an accurate record containing all relevant particulars must be maintained by you to which we will have the right of access. You must furnish such information within one month of the expiry of each period of insurance and the premium will be adjusted accordingly.
 - 6.1 The estimates and declaration of total wages, earnings or salaries on which the premium hereunder is based will include all items of remuneration which fall under the definition of "Annual Earnings" within this policy.
 - 6.2 In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.

SPECIFIC PROVISIONS

1. Payment will be made to you, on behalf of the Insured Person or his estate.
2. There will be no cover for disability lasting less than 2 weeks.
3. We will not be liable to pay more than the compensation payable for death or permanent disability (whichever is the higher amount) plus any compensation payable for temporary total disability and medical expenses.
4. The compensation specified for temporary total disability will not be payable for more than the number of weeks stated in the schedule and payment will cease as soon as the injury causing the incapacity has healed as far as reasonably possible.
5. This section will not apply to any Insured Person under 15 or over 70 years of age.

EXTENSIONS

Exposure

You are covered for injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly as a result of an accident.

Disappearance

In the event that an Insured Person disappears and a court of law rules that he/she is presumed to be deceased, we will regard that person as deceased for the purposes of this section.

If, in the future, the presumed deceased person is found alive, we reserve the right to insist you refund the claim amount to us.

Life support machinery

The 24 month period stated in this section, will not include any period or periods where the death of the Insured Person is delayed solely by the use of life support methods provided that this period is not less than 3 consecutive days.

Mobility costs

You are covered for the costs of:

1. a self-propelled wheelchair; and
2. the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair; and
3. the modification of the controls of the Insured Person's motor vehicle including wheelchair loading equipment if necessary;

Our liability for the above mentioned costs is subject to the following conditions:

1. We must have accepted liability for permanent disability in terms of this section of the policy.
2. You have to be permanently dependent on the use of a wheelchair for mobility.
3. Your dependence on the wheelchair must be as a direct result of the insured event we accepted liability for under the main benefit of this section.

4. Our liability for such costs in respect of any one claim will not exceed the sum insured or R250 000 (two hundred and fifty thousand Rand) per Insured Person, whichever is the lesser amount.

Body transportation costs

You are covered for the reasonable and necessary expenses you actually incurred in the repatriation of the Insured Person's mortal remains to his normal place of residence, subject to the following conditions:

1. We must have accepted liability for an accidental death claim under this section
2. Our liability will not exceed R75 000 (seventy five thousand Rand) for any one Insured Person.

Life support

Notwithstanding anything contained in "What you are covered for", the 24 (twenty-four month) period stated therein will not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

Life support equipment

You are covered for the reasonable costs and expenses actually incurred by an Insured Person as a result of accidental bodily injury in respect of hire costs for life support machinery, equipment or apparatus;

Our liability under this extension will be limited to R100 000 (one hundred thousand Rand) in respect of any one Insured Person in each and every occurrence.

Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:

1. engagement (or alleged engagement) in any political activity against the de jure or de facto Government of the country where the detention occurs;
2. failure to be in possession of the requisite visas, work permits or associated documents required by such country;
3. involvement (or any allegation thereof) in any criminal activity;
4. debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;

the cover in terms of this Section will continue in force for the duration of such an occurrence, or 12 (twelve) months from the date of such occurrence, whichever is the lesser period.

If temporary total disability is insured, we will regard detention of the Insured Person as a claim for temporary total disability.

Temporary drivers

You are covered for the transportation costs of an injured Insured Person who is unable to drive himself/herself to and from work, but who is otherwise able to continue with his/her employment, subject to the following conditions:

1. these costs will not be paid over and above any amount payable for Temporary Total Disability;
2. we will not pay more than R2 000 (two thousand Rand) per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;
3. the Insured Person, prior to the accident, must have regularly drove himself/herself to and from work;
4. these costs shall not exceed the number of weeks the Temporary Total Disability benefit will be paid.

Search and rescue

You are covered for the reasonable and necessary costs and expenses actually incurred towards the search and rescue (including freeing the Insured Person) and transporting the Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person, subject to the following conditions:

1. we will not be liable if an Insured Person is found in circumstances which are unlikely to result in accidental bodily injury;
2. we will not be liable for more than R50 000 (fifty thousand Rand) for any one Insured Person or for any one occurrence;
we will not be liable, in any 12 (twelve) month period of insurance, for more than R500 000 (five hundred thousand Rand) in the aggregate.

Repatriation costs

You are covered for the reasonable and necessary expenses incurred in the repatriation of the Insured Person to his normal place of residence, subject to the following conditions:

1. we will only be liable for these costs in the event that there is a valid claim under the main benefit of this section for an Accidental Bodily Injury;
2. we will not be liable for more than R50 000 (fifty thousand Rand) per Insured Person;
3. you must obtain our prior consent to repatriate the Insured Person and we undertake not to withhold our consent unreasonably.

Trauma counselling

You are covered for the actual and necessary costs incurred for trauma counselling to an Insured Person or his immediate family members following an act of violence or traumatic event they were subjected to, subject to the following conditions:

1. we will be liable up to R1 000 (one thousand Rand) per consultation and R10 000 (ten thousand Rand) per annum for each Insured Person;
2. we will not be liable for more than R10 000 (ten thousand Rand) in any one 12 (twelve) month period of insurance;
3. we will only provide cover for the following violent acts:
 - 3.1 assault;
 - 3.2 robbery;
 - 3.3 rape;
 - 3.4 car hijacking involving a weapon;

4. we will only be liable for trauma counselling for immediate family members if they were subject to the same traumatic or violent event as the Insured Person;
5. the act of violence must be reported to the police and you must provide us with the case number.

V.A.T.

Notwithstanding that sums insured, first loss amounts, indemnity limits or insured values, by whatever name they are referred to in this Policy (henceforth "policy limits") are expressed on a V.A.T. exclusive basis, we agree that they will indemnify you over and above such policy limits for any V.A.T. obligation you may incur arising out of any claims settlement made hereunder.

OPTIONAL EXTENSIONS (if stated in the schedule to be included)

Business limitation

You are only covered for accidental bodily injury to the Insured Person arising from and in the course of his employment in the business, during business hours.

Burns disfigurement

You are covered for permanent disfigurement as a result of accidental external burns according to the table below and subject to the following conditions:

1. This cover will fall under your permanent disability benefit; and
2. The burns must cover more than 10% of the combined surface area of the face and neck; or
3. The burns must cover more than 10% of the combined surface area of the other parts of your body, other than the face and neck.

Surface area disfigurement	Percentage of compensation
Face and neck	
100% surface area disfigurement.	50% of the permanent disability benefit.
More than 10% but less than 100% surface area disfigurement.	Proportionate to the sum insured for 100% surface area disfigurement. For example, a 50% surface area disfigurement will entitle you to 50% of the benefit you would have been able to claim for a 100% disfigurement.
Remaining parts of the body other than the face and neck	
100% surface area disfigurement.	25% of the permanent disability benefit.
Between 10% and 100% surface area disfigurement.	Proportionate to the sum insured for 100% surface area disfigurement. For example, a 50% surface area disfigurement will entitle you to 50% of the benefit you would have been able to claim for a 100% disfigurement.

HIV accidental exposure

You are covered in the event that an Insured Person contracts the Human Immunodeficiency Virus "HIV" through accidental exposure arising from and in the course of his employment, subject to the following:

Reporting:

1. The Insured Person must, within 24 (twenty four) hours following the accidental exposure, report the details of such exposure to the nominated responsible person within your organisation.
2. Within 72 (seventy two) hours of receiving the report, you or your agent must provide us with written notice and details on the circumstances surrounding the accidental exposure.
3. The Insured Person must, within 72 (seventy two) hours of such exposure, subject himself/herself to an accredited HIV test performed by a registered medical practitioner in order to prove that the Insured Person is HIV-negative.

Specific conditions

1. We are entitled to require any test to be duplicated by a registered medical practitioner of our choice.
2. If the result of any test carried out by the Insured Person's registered medical practitioner is different from the test carried out by our registered medical practitioner, then a final test will be carried out by another registered medical practitioner, acceptable to both parties or a registered medical practitioner appointed by the President of the Medical Association of South Africa if the parties cannot agree to a specific practitioner. His determination will be binding.
3. In the event that you claim under this benefit, we will be entitled to the Insured Person's complete medical records as held by you.

Specific exceptions

We will not be liable:

1. If the infection is as a result of the Insured Person taking drugs intravenously or subcutaneously unless in the course of medical treatment as prescribed by a registered medical practitioner;
2. If the infection is directly or indirectly caused or contributed to by any medical condition which was known or reasonably ought to have been known to the Insured Person and which has not been declared to and noted by us prior to the inception of this insurance;
3. if the Insured Person fails or refuses to promptly make himself available for examination or the associated tests required;
4. if the Insured Person is no longer in your employment when the "HIV" positive diagnosis is made.

THE FOLLOWING IS NOT COVERED

Sports activities

The Insured Person will not be covered for death or bodily injury sustained while participating professionally in:

1. mountaineering requiring the use of ropes or a guide;
2. big game hunting;
3. parachuting, skydiving, bungee-jumping, bridge jumping, hang-gliding, paragliding, polo, steeple-chasing, rugby, sports of any kind on ice or snow, ice hockey, wrestling, martial arts, scuba diving, or water skiing;
4. speed or duration tests or racing, other than on foot.

Aircraft

The Insured Person will not be covered for death or bodily injury sustained while traveling in an aircraft:

1. which is not licenced to carry passengers;
2. which is piloted by a person who is not lawfully licenced;
3. traveling as a member of the crew, acting member of the crew; or
4. for trade or technical operation connected with the aircraft.

Pregnancy

The Insured Person will not be covered for death or bodily injury resulting from or prolonged or accelerated by pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any subsequent condition thereof.

Self-injury

There will be no cover for death or bodily injury resulting from an accident caused by or attributed to the Insured Person's wilful misconduct such as suicide, attempted suicide or intentional self-injury.

Mental and physical disability

There will be no cover for death or bodily injury resulting from an accident if the Insured Person under this policy is suffering from mental or physical disability.

For the purpose of this section, mental disability will mean, any person that has been diagnosed and treated by a registered physician in a registered facility for a mental disorder.

Existing disability

Any person who is suffering from a mental or physical disability will not be eligible to claim for the existing disability and if the disability has not been made known to us, you will not have cover.

Influence of liquor or alcohol

There will be no cover for death or bodily injury resulting from an accident caused by or attributed to the insured being under the influence of intoxicating liquor or any mind altering drugs, if the level of intoxication exceeded the limits of the law of South Africa at the time of the accident.

STATED BENEFITS



OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

DEFINITIONS

Where we use the following words or expressions in this section, it will have the following meaning, unless we say differently.

Annual earnings means the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the insured person at the time of the accident.

Average weekly earnings means the insured person's annual earnings divided by 52. In the event that the insured person was employed for less than 52 consecutive weeks prior to the date of loss, his/her average weekly income will be calculated by taking the total earnings received divided by the number of consecutive weeks that the insured person was employed by you.

Temporary total disability means that the insured person is completely unable to attend to his/her usual occupation or profession for a period longer than the period stated in the schedule, but not permanently.

Permanent total disability means that the insured person is completely unable to attend to his/her usual occupation or profession for a period longer than the period stated in the schedule.

Medical expenses means all expenses for artificial aids or prostheses, medical, dental, surgical, nursing home or hospital treatment (including cost of emergency transportation or freeing of an Insured Person if trapped and their removal to a place of safety) resulting from injury.

Injury which shall mean bodily injury caused by accidental, violent, external and visible means.

Accident means a sudden, unexpected and specific event which occurs at an identifiable moment in time and at an identifiable place, which could not reasonably have been expected to occur. The event must result in death or disability caused directly and independently of all other causes by some external and visible means arising from this event, and excludes death by natural causes.

WHAT YOU ARE COVERED FOR

If during the period of insurance an Insured Person sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 (twenty four) calendar months from the claim event, in death, disability or the incurring of medical expenses, we will pay you or your legal personal representatives the compensation stated in the schedule up to the maximum limits of liability therein.

LIMITS OF COMPENSATION	
ACCIDENT RESULTING IN:	COMPENSATION
Death	Actual annual earnings or the multiple stated in the schedule.
Permanent disability	The percentage of the death benefit in accordance with the below table of permanent disabilities.
Temporary disability	Average weekly earnings per week for a maximum of 52 weeks.
Medical expenses	Up to the limit stated in your policy schedule.

Permanent disability table

Total and permanent disablement from following any employment	100%
Total and permanent loss of either both hands, both feet, or one hand and one foot	100%
Total and permanent loss of sight in both eyes	100%
Total and permanent loss of sight in one eye	50%
Total and permanent loss of hearing or speech	50%
Total and permanent loss of hearing in one ear	15%
Total and permanent loss of one hand	50%
Total and permanent loss of arm from shoulder	75%
Total and permanent loss of forearm	65%
Total and permanent loss of one foot	50%
Total and permanent loss of leg from the thigh	75%
Total and permanent loss of leg at or below knee	65%
Total and permanent loss of thumb (both phalanxes)	25%
Total and permanent loss of thumb (one phalanx)	10%
Total and permanent loss of index finger (three phalanxes)	10%
Total and permanent loss of index finger (two phalanxes)	8%
Total and permanent loss of index finger (one phalanx)	4%
Total and permanent loss of finger other than thumb or index finger	5%
Total and permanent loss of big toe	5%
Total and permanent loss of any other toe	1%

MEMORANDA

1. Where the injury is not specified, we will pay such sum as, in our opinion, is consistent with the above provisions.
2. Permanent total loss of use of part of the body will be treated as loss of that part of the body.
3. 100 percent will be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person.

SPECIFIC CONDITIONS

1. This policy may be cancelled at any time by us giving 30 (thirty) days' notice in writing (or such other period as may be mutually agreed) or by you giving immediate notice. From date of cancellation you will be entitled to a refund of premium paid pro rata for the unexpired period of insurance, subject to condition 7.
2. This policy is not assignable. Compensation will only be payable to you whose receipt will effectually discharge us. No Insured Person will have any right against us.
3. No sum under this policy will carry interest.
4. This policy will be voidable at our discretion in the event of misrepresentation, or misdescription or non-disclosure of any particular material to this insurance by you, on your behalf or by any Insured Person.
5. Notice must be given to us in writing on the prescribed claim form as soon as practicable, but in any event within 12 (twelve) months of any occurrence which may give rise to a claim under this policy but notice of death must be given immediately and we will have the right to have a post mortem examination of the body.

All certificates, information and evidence required by us must be furnished at your expense within 30 (thirty) days of us notifying you of our requirements.

After incurring bodily injury for which compensation may be payable under this policy, the Insured Person must, when reasonably required by us to do so, submit to medical examination on behalf of and at our expense and undergo any treatment specified. We will not be liable to make payment unless this condition is complied with to our satisfaction.

If an insured person becomes injured he/she must obtain qualified medical advice as soon as possible and follow the advice and/or treatment plan. We will not be liable for any increased liability as a result of non-compliance to this condition.

6. If the premium is calculated on estimates supplied by you, an accurate record containing all relevant particulars must be maintained by you to which we will have the right of access. You must furnish such information within one month of the expiry of each period of insurance and the premium will be adjusted accordingly.
 - 6.1 The estimates and declaration of total wages, earnings or salaries on which the premium hereunder is based will include all items of remuneration which fall under the definition of "Annual Earnings" within this policy.
 - 6.2 In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.

SPECIFIC PROVISIONS

1. Payment will be made to you, on behalf of the Insured Person or his estate.
2. There will be no cover for disability lasting less than 2 weeks.
3. We will not be liable to pay more than the compensation payable for death or permanent disability (whichever is the higher amount) plus any compensation payable for temporary total disability and medical expenses.
4. The compensation specified for temporary total disability will not be payable for more than the number of weeks stated in the schedule and payment will cease as soon as the injury causing the incapacity has healed as far as reasonably possible.
5. This section will not apply to any Insured Person under 15 or over 70 years of age.

EXTENSIONS

Exposure

You are covered for injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly as a result of an accident.

Disappearance

In the event that an Insured Person disappears and a court of law rules that he/she is presumed to be deceased, we will regard that person as deceased for the purposes of this section.

If, in the future, the presumed deceased person is found alive, we reserve the right to insist you refund the claim amount to us.

Life support machinery

The 24 month period stated in this section, will not include any period or periods where the death of the Insured Person is delayed solely by the use of life support methods provided that this period is not less than 3 consecutive days.

Mobility costs

You are covered for the costs of:

1. a self-propelled wheelchair; and
2. the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair; and
3. the modification of the controls of the Insured Person's motor vehicle including wheelchair loading equipment if necessary;

Our liability for the above mentioned costs is subject to the following conditions:

1. We must have accepted liability for permanent disability in terms of this section of the policy.
2. You have to be permanently dependent on the use of a wheelchair for mobility.
3. Your dependence on the wheelchair must be as a direct result of the insured event we accepted liability for under the main benefit of this section.

4. Our liability for such costs in respect of any one claim will not exceed the sum insured or R250 000 (two hundred and fifty thousand Rand) per Insured Person, whichever is the lesser amount.

Body transportation costs

You are covered for the reasonable and necessary expenses you actually incurred in the repatriation of the Insured Person's mortal remains to his normal place of residence, subject to the following conditions:

1. We must have accepted liability for an accidental death claim under this section
2. Our liability will not exceed R75 000 (seventy five thousand Rand) for any one Insured Person.

Life support

Notwithstanding anything contained in "What you are covered for", the 24 (twenty-four month) period stated therein will not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

Life support equipment

You are covered for the reasonable costs and expenses actually incurred by an Insured Person as a result of accidental bodily injury in respect of hire costs for life support machinery, equipment or apparatus;

Our liability under this extension will be limited to R100 000 (one hundred thousand Rand) in respect of any one Insured Person in each and every occurrence.

Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:

1. engagement (or alleged engagement) in any political activity against the de jure or de facto Government of the country where the detention occurs;
2. failure to be in possession of the requisite visas, work permits or associated documents required by such country;
3. involvement (or any allegation thereof) in any criminal activity;
4. debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;

the cover in terms of this Section will continue in force for the duration of such an occurrence, or 12 (twelve) months from the date of such occurrence, whichever is the lesser period.

If temporary total disability is insured, we will regard detention of the Insured Person as a claim for temporary total disability.

Temporary drivers

You are covered for the transportation costs of an injured Insured Person who is unable to drive himself/herself to and from work, but who is otherwise able to continue with his/her employment, subject to the following conditions:

1. these costs will not be paid over and above any amount payable for Temporary Total Disability;
2. we will not pay more than R2 000 (two thousand Rand) per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;
3. the Insured Person, prior to the accident, must have regularly drove himself/herself to and from work;
4. these costs shall not exceed the number of weeks the Temporary Total Disability benefit will be paid.

Search and rescue

You are covered for the reasonable and necessary costs and expenses actually incurred towards the search and rescue (including freeing the Insured Person) and transporting the Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person, subject to the following conditions:

1. we will not be liable if an Insured Person is found in circumstances which are unlikely to result in accidental bodily injury;
2. we will not be liable for more than R50 000 (fifty thousand Rand) for any one Insured Person or for any one occurrence;
we will not be liable, in any 12 (twelve) month period of insurance, for more than R500 000 (five hundred thousand Rand) in the aggregate.

Repatriation costs

You are covered for the reasonable and necessary expenses incurred in the repatriation of the Insured Person to his normal place of residence, subject to the following conditions:

1. we will only be liable for these costs in the event that there is a valid claim under the main benefit of this section for an Accidental Bodily Injury;
2. we will not be liable for more than R50 000 (fifty thousand Rand) per Insured Person;
3. you must obtain our prior consent to repatriate the Insured Person and we undertake not to withhold our consent unreasonably.

Trauma counselling

You are covered for the actual and necessary costs incurred for trauma counselling to an Insured Person or his immediate family members following an act of violence or traumatic event they were subjected to, subject to the following conditions:

1. we will be liable up to R1 000 (one thousand Rand) per consultation and R10 000 (ten thousand Rand) per annum for each Insured Person;
2. we will not be liable for more than R10 000 (ten thousand Rand) in any one 12 (twelve) month period of insurance;
3. we will only provide cover for the following violent acts:
 - 3.1 assault;
 - 3.2 robbery;
 - 3.3 rape;
 - 3.4 car hijacking involving a weapon;

4. we will only be liable for trauma counselling for immediate family members if they were subject to the same traumatic or violent event as the Insured Person;
5. the act of violence must be reported to the police and you must provide us with the case number.

V.A.T.

Notwithstanding that sums insured, first loss amounts, indemnity limits or insured values, by whatever name they are referred to in this Policy (henceforth "policy limits") are expressed on a V.A.T. exclusive basis, we agree that they will indemnify you over and above such policy limits for any V.A.T. obligation you may incur arising out of any claims settlement made hereunder.

OPTIONAL EXTENSIONS (if stated in the schedule to be included)

Business limitation

You are only covered for accidental bodily injury to the Insured Person arising from and in the course of his employment in the business, during business hours.

Burns disfigurement

You are covered for permanent disfigurement as a result of accidental external burns according to the table below and subject to the following conditions:

1. This cover will fall under your permanent disability benefit; and
2. The burns must cover more than 10% of the combined surface area of the face and neck; or
3. The burns must cover more than 10% of the combined surface area of the other parts of your body, other than the face and neck.

Surface area disfigurement	Percentage of compensation
Face and neck	
100% surface area disfigurement.	50% of the permanent disability benefit.
More than 10% but less than 100% surface area disfigurement.	Proportionate to the sum insured for 100% surface area disfigurement. For example, a 50% surface area disfigurement will entitle you to 50% of the benefit you would have been able to claim for a 100% disfigurement.
Remaining parts of the body other than the face and neck	
100% surface area disfigurement.	25% of the permanent disability benefit.
Between 10% and 100% surface area disfigurement.	Proportionate to the sum insured for 100% surface area disfigurement. For example, a 50% surface area disfigurement will entitle you to 50% of the benefit you would have been able to claim for a 100% disfigurement.

HIV accidental exposure

You are covered in the event that an Insured Person contracts the Human Immunodeficiency Virus "HIV" through accidental exposure arising from and in the course of his employment, subject to the following:

Reporting:

1. The Insured Person must, within 24 (twenty four) hours following the accidental exposure, report the details of such exposure to the nominated responsible person within your organisation.
2. Within 72 (seventy two) hours of receiving the report, you or your agent must provide us with written notice and details on the circumstances surrounding the accidental exposure.
3. The Insured Person must, within 72 (seventy two) hours of such exposure, subject himself/herself to an accredited HIV test performed by a registered medical practitioner in order to prove that the Insured Person is HIV-negative.

Specific conditions

1. We are entitled to require any test to be duplicated by a registered medical practitioner of our choice.
2. If the result of any test carried out by the Insured Person's registered medical practitioner is different from the test carried out by our registered medical practitioner, then a final test will be carried out by another registered medical practitioner, acceptable to both parties or a registered medical practitioner appointed by the President of the Medical Association of South Africa if the parties cannot agree to a specific practitioner. His determination will be binding.
3. In the event that you claim under this benefit, we will be entitled to the Insured Person's complete medical records as held by you.

Specific exceptions

We will not be liable:

1. If the infection is as a result of the Insured Person taking drugs intravenously or subcutaneously unless in the course of medical treatment as prescribed by a registered medical practitioner;
2. If the infection is directly or indirectly caused or contributed to by any medical condition which was known or reasonably ought to have been known to the Insured Person and which has not been declared to and noted by us prior to the inception of this insurance;
3. if the Insured Person fails or refuses to promptly make himself available for examination or the associated tests required;
4. if the Insured Person is no longer in your employment when the "HIV" positive diagnosis is made.

THE FOLLOWING IS NOT COVERED

Sports activities

The Insured Person will not be covered for death or bodily injury sustained while participating professionally in:

1. mountaineering requiring the use of ropes or a guide;
2. big game hunting;
3. parachuting, skydiving, bungee-jumping, bridge jumping, hang-gliding, paragliding, polo, steeple-chasing, rugby, sports of any kind on ice or snow, ice hockey, wrestling, martial arts, scuba diving, or water skiing;
4. speed or duration tests or racing, other than on foot.

Aircraft

The Insured Person will not be covered for death or bodily injury sustained while traveling in an aircraft:

1. which is not licenced to carry passengers;
2. which is piloted by a person who is not lawfully licenced;
3. traveling as a member of the crew, acting member of the crew; or
4. for trade or technical operation connected with the aircraft.

Pregnancy

The Insured Person will not be covered for death or bodily injury resulting from or prolonged or accelerated by pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any subsequent condition thereof.

Self-injury

There will be no cover for death or bodily injury resulting from an accident caused by or attributed to the Insured Person's wilful misconduct such as suicide, attempted suicide or intentional self-injury.

Mental and physical disability

There will be no cover for death or bodily injury resulting from an accident if the Insured Person under this policy is suffering from mental or physical disability.

For the purpose of this section, mental disability will mean, any person that has been diagnosed and treated by a registered physician in a registered facility for a mental disorder.

Existing disability

Any person who is suffering from a mental or physical disability will not be eligible to claim for the existing disability and if the disability has not been made known to us, you will not have cover.

Influence of liquor or alcohol

There will be no cover for death or bodily injury resulting from an accident caused by or attributed to the insured being under the influence of intoxicating liquor or any mind altering drugs, if the level of intoxication exceeded the limits of the law of South Africa at the time of the accident.

MOTOR TRADERS



OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

DEFINITIONS

Accessories and spare parts means any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extra) unless specified in the schedule.

Damage means physical damage to the vehicle.

Employee means any person employed by you and acting in the course of the business.

Injury means bodily injury including death and illness.

Loss means disappearance, lost through hold up or hi-jacking and forcible dispossession which was reported to the South African Police.

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

Premises means any premises occupied by you stated in the schedule for the business and includes open-air car parks and pavements immediately adjacent to the premises including street parking abutting such pavements.

Purchase price means the price paid as a trade in or cash purchase from a third party.

Reasonable retail value means the reasonable retail value of the vehicle and its accessories and spare parts at the time of the loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd.

Market value is the average between retail and the trade value according to the Auto Dealers Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd.

Vehicle means:

1. any motor vehicle, trailer, motorcycle, scooter and quad bike which is your property or property in your custody or control but excluding vehicles of any description:
 - 1.1 being your property other than trading stock;
 - 1.2 owned by you which is hired or sold under a suspensive sale or other deferred ownership agreement;
2. any vehicle (mechanically propelled or otherwise) attached to a vehicle covered under 1. above for the purpose of being towed or salvaged;
3. any vehicle as described in 1. and 2. belonging to any customer.

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

You are covered for loss of or damage to any vehicle as defined in Definitions arising in the course of your business including its accessories and spare parts whilst therein or thereon but excluding (unless supplied by the manufacturer when new) car radios, tape players, compact disc players or any sound equipment, and occurring whilst the vehicle is:

1. on the road;
2. temporarily garaged during the course of a journey elsewhere other than in or on any business premises owned and/or occupied by you anywhere in South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi;
3. within or about your premises as specified in the schedule.

In addition we will pay for:

1. protection and removal:

the cost of protection and removal to the nearest repairers if the vehicle is disabled by reasons of any loss or damage insured hereby;

2. storage:

the cost of storage at the nearest yard, place of safety or repairers if the vehicle is disabled by reasons of any loss or damage insured hereby;

3. delivery after repair:

the cost of delivery to you, after repair of such loss or damage to your permanent address in South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi or Mozambique;

4. emergency repairs:

you may give instructions for emergency repairs to be executed without our previous consent provided that a detailed estimate is first obtained and forwarded to us. We will not be responsible to pay more than R40 000 (forty thousand Rand) in the aggregate for any one event per vehicle in respect of 1., 2., 3. and 4. above.

LIMIT OF INDEMNITY

1. The limit of indemnity for loss of or damage to any vehicle is as stated in the schedule and will be the maximum amount payable by us in respect of such loss or damage but may not exceed:
 - 1.1 the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage; or
 - 1.2 the value as stated in the books of the dealer reflecting the purchase price of such vehicle plus expenses paid in order to improve the condition or to maintain roadworthiness of such vehicle;
provided that:
 - 1.2.1 we may at our own option repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of that vehicle and/or its accessories and/or spare parts at the time of the loss or damage;
 - 1.2.2 if to our knowledge the vehicle is the subject of a suspensive sale or similar agreement such payment will be made to the owner described therein whose receipt will be a full and final discharge to us in respect of the loss or damage;
 - 1.2.3 in respect of each and every occurrence giving rise to a claim under this Sub-Section, you will be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this Sub-Section (including any payment in respect of costs, expenses and fees) and of any expenditure by us in the exercise of any discretion it may have under this insurance.

If the expenditure incurred by us includes any first amount payable for which you are responsible, such amount will be paid by you to us forthwith.

DESCRIPTION OF USE

The vehicle as defined in Definitions may only be used for:

1. your business purposes;
2. tuition provided by you provided that the learner driver is accompanied by you or any of your members, directors or employees who is a fully licenced driver;
3. demonstration including driving of the vehicle by the person to whom it is being demonstrated provided the driver is in possession of a valid driver's licence and is accompanied by you or any of your members, directors or employees which is in possession of a valid driver's licence;
4. social, domestic and pleasure purposes by any person other than you or any of your members, directors or employees, whether such use is incidental to the business or not;
provided that we will not be liable in the event of:
 - 4.1 transit delivery or conveying by or on your behalf by any casual driver(s) or person(s) not wholly and regularly engaged in your employment;
 - 4.2 any vehicle as defined being hired out or used as a taxi or for paying for public or private hire;
 - 4.3 racing, pace making, rallies, speed or time trials or taking part in contests or driving in a match for a wager;

- 4.4 the carrying of fare-paying guests or passengers of a hotel, lodge or boarding house (including B&B's) or any relevant business if you are the keeper or shareholder of such institution;
- 4.5 the vehicle as defined involved in the carrying of explosives;
- 4.6 the vehicle as defined used outside the prescriptions of the manufacturer or carry a load more than the prescribed load capacity or for which the vehicle has been constructed.

SPECIFIC EXCEPTIONS APPLICABLE TO SUB-SECTION A

We will not be liable to pay for:

1. consequential loss as a result of any other cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a defined event or otherwise;
4. loss of or damage to vehicles whilst being worked on;
5. wear and tear;
6. mechanical, electronic or electrical breakdown, failure or breakage;
7. damage to tyres:
 - 7.1 by application of brakes; or
 - 7.2 by road punctures, cuts or bursts; or
 - 7.3 as a result of inequalities of the road or other surface or to impact with such inequalities;
 unless:
 damage to tyres is accompanied by damage to other parts of the vehicle;
8. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
9. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
10. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities;
11. loss of or damage to accessories or spare parts by theft unless the vehicle is stolen at the same time;
12. defective workmanship or consequential loss as a result thereof to any vehicle in or on the premises;
13. loss of or damage that is covered under any other policy or section providing cover for fire, explosion, lightning, theft, any weather condition, earthquake or earth tremor;
14. detention, confiscation, forfeiture, nationalization or requisition by customs or any other official or authority;
15. we will not be liable under this section in respect of loss, damage and/or injury occurring by or through the use of any vehicle hoist or vehicle ramp unless otherwise stated in the schedule;
16. theft of any vehicle from the premises unless accompanied by visible signs of forcible and violent entry to the premises or exit therefrom or any threat thereat.

SPECIAL PROVISION APPLICABLE TO SUB-SECTION A

You are responsible for:

1. car keys:

lock car keys away in a locked safe during and after business hours unless the vehicle is being demonstrated or otherwise in use;

2. theft of vehicles:

2.1 vehicles must be parked overnight on the premises in a locked building and theft of the vehicle(s) must be accompanied by visible signs of violent entry into or exit from the building;

2.2 vehicles parked overnight on the premises but not in a locked building (in the open) must be fenced in and behind lock and chain or parking bollard or else as agreed us and theft of the vehicle(s) must be accompanied by visible signs of violent entry into or exit from the fenced in area;

2.3 a security system must be recording and monitoring vehicle movement onto the premises and leaving the premises;
provided that:

we will not be liable to pay for losses as a result of theft by false pretences or a scam.

3. vehicles parked outside of buildings:

3.1 vehicles must be parked under shade nets or roof, canopy or protective structure;

3.2 hail nets shall be replaced every 5 (five) years and approved by the SABS for the purpose;

3.3 the structure will be erected professionally;

3.4 the nets will be at a sufficient angle to allow for sufficient run off of the hail.

4. wash bays or else:

4.1 a security system must be recording and monitoring vehicle movement onto the premises and leaving the premises;

4.2 ensure the driver is fully licensed and competent to drive vehicles on and around the premises;

5. first amount payable:

5.1 if we allege that you did not comply with the Provision 3. above, you will be liable to pay in addition to any other compulsory amount payable, 10% (ten percent) of the claim with a minimum of R2 500 (two thousand five hundred Rand) per vehicle.

If you do not comply with special provision 2, 3 and 4 you will not have any cover for theft of the vehicle.

SUB-SECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

You are covered for any accident caused by or through or in connection with any vehicle as defined in Definitions or in connection with the loading and/or unloading of the vehicle against all sums including claimant's costs and expenses which you may become legally liable to pay in respect of:

1. death of or bodily injury to any person but excluding death of or bodily injury to any person in your employ arising from and in the course of such employment or any person being a member of your household;
2. damage to property other than property belonging to you or held in trust by or in your custody or control or being conveyed by or loaded onto or unloaded from such vehicle.

We will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

1. pay all costs and expenses incurred with our written consent and will be entitled at our discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section or for defending in any court of law any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section;

provided that:

the total of our liability under both this Extension and Sub-Section B will not exceed the limit of indemnity stated in the schedule to apply to Sub-Section B;

2. indemnify any person who is driving or using such vehicle on your order or with your permission; provided that:
 - 2.1 such person will as though he were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance to the extent that they can apply;
 - 2.2 such person driving the vehicle has not been refused any motor insurance or continuance thereof by any Insurer;
 - 2.3 indemnity will not apply in respect of claims made by any member of the same household as such person;
 - 2.4 such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable under such other policy;
3. indemnify you in respect of liability arising from the towing by a vehicle of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

provided that:

we will not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

SPECIFIC EXCEPTIONS APPLICABLE TO SUB-SECTION B

We will not be liable under this Sub-Section in respect of:

1. anything covered under any law specific to the loss or the Road Accident Fund Act;
2. death of or injury to any person being carried in or upon or entering or getting onto or alighting from:
 - 2.1 any motorcycle, motor scooter or side-car attached thereto or quad bike at the time of the occurrence of the event from which any claim arises;
 - 2.2 any vehicle other than from or in the permanently enclosed passenger-carrying compartment of such vehicle;
3. liability arising from the operation, demonstration or use for purposes other than maintenance or repair of a vehicle (unless it is a fork-lift truck) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.
4. legal liability incurred through the use or possession of the insured vehicle whilst in a country outside the borders of South Africa where you were required to effect a separate third party liability insurance specific to that country.

LIMITS OF INDEMNITY

Unless otherwise stated, our liability under this Sub-Section in respect of any one occurrence will not exceed the limits of indemnity stated in the schedule.

SUB-SECTION C – MEDICAL BENEFITS

DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, we will pay for the medical expenses incurred as a result of such injury up to R10 000 (ten thousand Rand) per injured occupant or in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section will be reduced by any amount recoverable under any workmen's compensation enactment, the Road Accident Fund or similar legislation or under any medical expenses scheme or medical insurance.

Defined vehicle but only if it is insured in terms of Sub-Section A of this section	Specified part of vehicle in which the injury must occur
Any private type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

CLAUSES AND EXTENSIONS (applicable to all Sub-Sections)

Cross liabilities

Where more than one insured is named in the schedule, we will indemnify each insured separately and not jointly, and any liability arising between such insured will be treated as though separate policies have been issued to each provided that our overall liability is not increased.

Loss of keys

We will indemnify you in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following the loss of any key or alarm controller of that vehicle or if you have reason to believe that any unauthorised person may be in possession of a duplicate of the key or alarm controller;

Provided that:

1. our liability will not exceed R7 500 (seven thousand five hundred Rand) in respect of any one event;
2. such amount will be reduced by R750 (seven hundred and fifty Rand).

The provisions of this section relating to first amount payable and No Claim Rebate will not apply to this extension.

Windscreen

We will pay for the repair or replacement of damage to windscreen glass, side or rear glass, head-, tail- or fitted spotlights forming part of the Insured vehicle;

Provided that:

1. no other damage has been caused to the vehicle giving rise to a claim under the policy;
2. you will be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

Premium adjustment (wages basis)

The premium for each period of insurance which may be accepted by us will be based upon the estimated wages, salaries, commissions and any other consideration payable by you to all employees. Where you are an individual or a partnership a minimum salary amount of R150 000 (one hundred and fifty thousand Rand) will be added for each principal.

At the commencement of each period of insurance you will furnish a statement to us containing an estimate of the amount of wages, salaries, commissions and any other considerations as aforesaid and must pay an estimated premium calculated upon such statement to us.

Upon the termination of each period of insurance you must within one calendar month furnish a statement of the actual amount paid or allowed as aforesaid to us and if the total amount disclosed by such statement differ from the amount upon which the estimated premium was calculated the difference in premium shall be met by an additional payment to us or by a refund to you calculated on the basis of our scale of charges for this section.

It is a condition precedent to any liability by us under this section that:

1. you will regularly record in a proper wage register the name of every employee together with the wages, salary, commission and other consideration paid or allowed to such employee and shall immediately record in such wage register the date of engagement and of discharge of each employee;
2. you will at all times permit us through any of our representatives to inspect such wage register.

Spare parts

If any part cannot be procured within South Africa as a standard (ready-manufactured) article, our liability will be limited to the value of the part at the time of the loss, provided that our liability will not exceed the manufacturer's latest price list operative in South Africa. We will also cover the cost of freight (excluding airfreight costs) and any related costs of labour

Work away from premises – applicable to Sub-Section B Liability to third parties

The definition of premises is extended to include any premises not under your control at which you are working on a customer's vehicle.

Wreckage removal

The cover provided under Sub-Section A of this section is extended to include costs and expenses incurred by you in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event;

Provided that:

in addition to the limit of indemnity under Sub-Section A of this section, our limit of liability under this extension will not exceed R10 000 (ten thousand Rand) in respect of any one occurrence.

Vehicles lent or hired to customers

The description of use is extended to include the use of the vehicle as defined for business purposes by any of your customers or for social, domestic and pleasure purposes with the consent of such customer;

Provided that:

1. the vehicle has been lent or hired to such customer whilst such customer's vehicle is in your custody or control for repair, testing, servicing, maintenance, alteration, cleaning or inspection;
2. such customer or person is not entitled to indemnity under any other policy;
3. such customer or person will as though he/she were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this policy insofar as they can apply;
4. the person driving the vehicle is fully licenced to drive such vehicle in terms of the legislation applying to any territory within the territorial limits;

Provided that:

He/she has held and is not disqualified from holding or obtaining such a licence;

5. if a person is driving such a vehicle whilst learning to drive such person must be complying with the laws and regulations in force relating to learners and that person will be deemed to be duly and fully licenced within the meaning of this clause.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. We will not be not be liable for any accident, injury, loss, damage or liability:
 - 1.1 whilst the vehicle is being used with your general knowledge and consent otherwise than in accordance with the description of use clause;
 - 1.2 incurred:
 - 1.2.1 outside of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique;
Provided that:
we will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;
 - 1.2.2 but we will indemnify you against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;

1.3 incurred while any vehicle is being driven by:

1.3.1 you while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself and have not been cautioned by such as professional not to drive) or while not licenced to drive such vehicle;

1.3.2 any other person with your general consent who to your knowledge is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or is not licensed to drive such vehicle;

Provided that:

any driver will be deemed to be licenced to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific Exception 1.2 or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or if a licence is not required by law or while such driver is learning to drive and is complying with the laws relating to learners.

2. We will not be liable for any claim arising from contractual liability, unless such liability would have attached to you notwithstanding such contractual agreement.

SPECIFIC CONDITIONS (applicable to all Sub-Sections)

Driver's licence

If during the currency of this section any driver's licence in favour of your or their authorised driver is endorsed, suspended or cancelled or if he/she or they have been charged or convicted of negligent, reckless or improper driving, notification must be sent to us in writing immediately when you obtain knowledge of such fact.

Vehicle security/immobiliser

1. If we specify that a particular type of security system must be installed to any insured vehicle stated in the schedule of this section for you to qualify for theft cover in terms of this policy or if you receive a security discount on any insured vehicle stated in the schedule of this section, the onus rests upon you, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational;
2. You must ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times;
3. We will not be liable in respect of any loss or damage arising from the theft of such vehicle if you:
 - 3.1 fail to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
 - 3.2 cancel the service agreement;
 - 3.3 fail to pay any subscription due in terms of such agreement.

In the event that we specify that any tracking device must be installed in an insured vehicle, you must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle tracking unit is operational and armed at all times.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the schedule to apply)

Consignment stock and client vehicles

We will indemnify you for vehicles on consignment or vehicles of clients held for the purpose of the trade;

Provided that:

1. the value of the vehicle will not exceed the limit stated in the schedule applicable to your own vehicles;
2. the value of such vehicle will be the value as stipulated on the letter of authority signed both by you and the dealer or client and specific reference of how the value was agreed or determined;
3. if the vehicle is subject to a finance agreement we require approval by the finance owner who acknowledges such an agreement;
4. the existing insurer confirms suspension of comprehensive cover of such vehicle while in your custody and control;
5. any existing damage at arrival has been noted on the letter of authority referred to in b. above;
6. no vehicle will be covered if not registered in South Africa;
7. otherwise subject to the terms, conditions, provisions and exclusions of this policy.

Contingent liability

The indemnity under Sub-Section B includes claims made against:

1. you in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle which is not your property or provided by you, while being used by any of your partners or directors or employees (hereinafter in this extension referred to as 'such person');
2. any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to you or such person or leased or hired by either of you, but only in so far as such person has not been refused any motor insurance or continuance thereof by any Insurer;

Provided that:

- 2.1 we will not be liable for loss of or damage to any motor vehicle being used for the purposes other than that stated in Description of Use;
- 2.2 the payment by you for subsidies or travelling allowances to such person for the use of his own vehicle for your official purposes, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension;
- 2.3 if, at the time of the occurrence of any accident giving rise to a claim under this extension, you or such person is entitled to indemnity under any other policy in respect of the same occurrence, we will not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
- 2.4 the Terms, Exceptions and Conditions of this policy will otherwise apply.

Vehicle hoists and ramps

Exception 11 to Sub-Section A is deleted.

Legal liability of passengers for acts of negligence

We will at your request indemnify in terms of Sub-Section B of this section any person using the vehicle;

Provided that:

such person:

1. is not personally driving or in control of the vehicle;
2. is not entitled to indemnity under any other policy;
3. is not under the influence of intoxicating liquor or drugs;
4. shall as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this section in so far as they can apply.

Loss of use – vehicle hire

If a vehicle as defined under Definitions Vehicle 1. or a commercial vehicle with a gross vehicle mass not exceeding 3 500 kg (three thousand five hundred kilograms) is stolen or damaged and for which we accepted liability to compensate for, we will pay you the equivalent rental cost of a replacement vehicle;

Provided that:

1. Cost and capacity of vehicle rented:

- 1.1 the daily rental cost will not exceed R500 (five hundred Rand) per day;
- 1.2 the engine capacity of the hired vehicle will not exceed 2 000 cc (two thousand cubic centimetres);
- 1.3 the carrying capacity of the hired vehicle will not exceed 3 500 kg (three thousand five hundred kilograms);
- 1.4 all delivery and/or collection costs;
- 1.5 administration costs chargeable by the vehicle-hire company;

subject to a maximum of R1 500 (one thousand five hundred Rand) for each and every event in terms of 1.4 and 1.5.

2. Excluded costs (costs we will not be liable to pay):

- 2.1 any deposits payable;
- 2.2 fuel used during the rental period;
- 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
- 2.4 excesses payable to the rental company.

3. The rental period:

3.1 starts on the day we admit liability in terms of the original claim and agrees to the rental;

3.2 ceases after 30 (thirty) consecutive days;

3.3 shall cease at the time when:

3.3.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;

3.3.2 the vehicle is repaired after being damaged and returned to the owner, whichever occurs first.

Social, domestic and pleasure use

Description of Use 4. is amended to include use for social domestic and pleasure purposes in respect of the persons named in the schedule.

It is a condition precedent to this cover that all names of authorised drivers must be declared to us and listed in the schedule and an additional premium has been paid.

Special type vehicles

The definition of vehicle will include:

1. any tractor, agricultural, horticultural or forestry vehicle, earth-moving equipment, forklift truck, caravan or trailer and its accessories and spare parts whilst therein or thereon which is owned or borrowed or hired or leased by you or which is held in trust by or in your custody or control but excluding any vehicle which is your property which is hired out or has been sold under a hire purchase or suspensive sale or other deferred ownership agreement or leased out unless such vehicle is in your custody or control at the time of the occurrence of the event which gives rise to a claim; and
2. any tractor, agricultural, horticultural or forestry vehicle, earth-moving equipment, forklift truck or caravan (mechanically propelled or otherwise) which is attached to a vehicle defined in 1. above for the purpose of being towed or salvaged.

Tools of trade

Exceptions to Sub-Section B shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto;

Provided that:

We will not be liable hereunder in respect of as much of any liability as falls within the scope of any form of motor insurance or compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall we be liable where any other form of motor insurance has been effected by you covering the same liability.

Riot and strike extension (if stated on your policy schedule to be included)

Subject to the terms, conditions, exclusions and warranties of this policy, this section is extended to cover loss or damage directly caused by or through or as a result of:

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

This extension does not cover

1. Loss or damage occurring in South Africa and Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in the general exceptions of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If we allege that the loss or damage is not covered by this section, the burden of proving the contrary will rest on you.

Unauthorised use by employees

Specific Exception 1.1.2 is cancelled.

OPTIONAL LIMITATIONS (if stated in the schedule to apply)

Third party only

The following provisions are cancelled:

1. Sub-Section A of the policy;
2. the No-Claim Discount Provisions;
3. Sub-Section C – Medical Benefits;
4. Clauses and Extensions (applicable to all sections).

Third party, fire and theft cover

The following provisions are cancelled:

1. Sub-Section A of the policy;
2. Exceptions to Sub-Section A, 9 is amended to read as follows:
 9. loss of or damage that is covered under any other policy or section providing cover for explosion, lightning or any weather condition, earthquake or earth tremor (thus providing cover resulting from fire and theft or attempt thereof of the vehicle);
3. the No-Claim Discount Provisions;
4. Sub-Section C – Medical Benefits;
5. Clauses and Extensions (applicable to all sections).

External risks only

The Defined Events is amended to read as follows:

DEFINED EVENTS

Loss of or damage to any vehicle as defined in Definitions arising in the course of your business including its accessories and spare parts whilst therein or thereon and occurring whilst the vehicle is:

1. on the road; or
2. temporarily garaged during the course of a journey elsewhere other than in or on any business premises owned and/or occupied by you anywhere in South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

We will not pay for car radios, tape players, compact disc players or any sound equipment unless supplied by the manufacturer when new.

Internal risks only

The Defined Events is amended to read as follows:

DEFINED EVENTS

You are covered for loss of or damage to any vehicle as defined in Definitions arising in the course of your business including its accessories and spare parts whilst therein or thereon (unless supplied by the manufacturer when new) and occurring whilst the vehicle is:

1. temporarily garaged during the course of a journey elsewhere other than in or on any business premises owned and/or occupied by you anywhere in South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi;
2. within or about your premises as specified in the schedule;

Provided that:

We will not pay for car radios, tape players, compact disc players or any sound equipment unless supplied by the manufacturer when new.

Exclusion of demonstration risk

The Description of Use 3. is deleted and we will not be liable for accident, injury, loss, damage or liability whilst any vehicle is being used for the purpose of demonstration.

SASRIA SOC LIMITED



OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver

If shown in your schedule, you have separate insurance for riots and strikes. This insurance is provided by SASRIA SOC Ltd, Registration number: 1979/000287/06 [FSP39117].

SASRIA covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government.

This cover is limited to events in the Republic of South Africa only.

The SASRIA SOC Ltd policy wording will be provided upon request and may also be viewed on the SASRIA website at <http://www.sasria.co.za/products/policy-wordings>.

OAKHURST

INSURANCE COMPANY LIMITED

We Really Care, We Deliver



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