

## Welcome to BUSINESS OUTsurance, “where you always get something out”.

Business OUTsurance is a revolutionary product which gives businesses a range of unique benefits. Our cover is flexible and will suit your individual requirements. This way we ensure that you stay in control.

We pioneered the OUTbonus which is recognised as the reward for those who are claim free. We stand proud as the only company who pays your business for not claiming. We look forward to the day that you receive your OUTbonus.

This policy document forms an essential part of the set of documents we mailed to you. It defines the cover we provide under the following headings which are easily identified by the following points:

✓ **WHAT IS COVERED**

✗ **WHAT IS NOT COVERED**

➔ *Examples, to help explain specific, practical ways in which the cover is applied*

This is a plain language document, ensuring that it is easy to read and conveys the details of your policy in the clearest possible way.

Please read through your policy wording, schedule and other documents you receive to make sure you understand the scope of your cover. Call us on **08 600 70 000** for any queries or to update your cover.

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# Your BUSINESS OUTsurance policy

## Your policy

This document together with your schedule, any written correspondence and verbal agreements, form the basis of the contract between you (the policy holder) and us.

It is important that you read and understand these documents and that you make sure that all the information supplied by you, or anyone acting on your behalf, is correct. This contract is based on the information provided during the application process which determines whether we cover you, the premium we charge and the terms and conditions applicable to your cover. If any information has been withheld or misrepresented, this will affect the validity of the agreement and the outcome of any claim. All premiums paid will be forfeited.

Your policy starts when we agree on the cover, premium, terms and conditions, start date and payment dates with you.

## Premium payments

Your premiums must be paid by debit order on the agreed payment date and at the start of each period for which you want cover.

## Premium refunds

If the OUTsured vehicle or watercraft is written-off, stolen/hijacked without being recovered and is removed from cover after a claim is settled, there is no refund of the pro-rata portion of the monthly premium for the specific period for which that premium was paid.

## Premiums not paid

If the premium is not paid on the payment date, you have a 15 day grace period after which we will automatically deduct the premium from the same account to ensure continuous cover. If the premium is not paid within the grace period, you will have no cover for the period for which you did not pay. If your premiums are paid monthly, the grace period will only apply from the second month of cover.

Should you cancel or stop your debit order, it will be deemed that you have cancelled your cover and you will not enjoy the 15 day grace period. In the event that you reinstate your policy thereafter, your policy will be treated as a new policy and the grace period will only apply from the second month of cover thereafter.

## Policy cancellations

You may cancel your policy at any time and with immediate effect.

In the event we receive a written or verbal instruction from any person other than you to cancel your policy, we will first contact you telephonically to confirm the validity of the instruction before your policy is cancelled. If we are unable to contact you the policy will remain active.

We may cancel your policy by giving you 31 days notice.

Your policy will cancel when your:

- monthly premiums are not paid for two consecutive months, either on the payment dates or within the grace periods in those months
- annual premiums are not paid on the payment date or within the grace period

The policy will end on the final day of the period for which you last paid your premium.

Should you cancel or stop your debit order, you will not enjoy cover for the period of non-payment.

## Policy changes

You may make changes to your policy at any time. Any change you make will be effective from the time and date agreed to.

We may change your policy by giving you 31 days notice.

In the event of any legislative changes which have a material impact on your policy or cover, we will make the required changes and notify you by providing reasonable notice.

## Your OUTbonus

The OUTbonus is a cash bonus that rewards you for not claiming. The OUTbonus cycle, including payment intervals and the appropriate percentages, is also shown on your schedule.

Your OUTbonus will be forfeited following the payment of any claim submitted for any incident, including any liability claim settled or where letters of demand or summonses are referred to us and the incident date falls within the appropriate OUTbonus cycle. Your new cycle will start immediately after the incident date for which the claim was settled.

Your OUTbonus cannot be reinstated even if a successful claims cost recovery is made.

➔ *E.g. Following repairs to your vehicle after it is involved in an accident, we attempt to recover the costs involved. We cannot recover the full costs which include the repair costs and the claims processing costs. The OUTbonus can therefore not be reinstated since we paid the claim and only recovered a portion of the cost.*

Should you decide to withdraw a claim in order to protect your OUTbonus, your decision will remain final and cannot be altered should any subsequent claim be submitted. No claim will be settled retrospectively once your OUTbonus has been paid.

## Premium Discounts

You may at any time provide us with the details of persons you consider will be interested in any of our and/or our related companies' long-term or short-term insurance products. We may then contact these persons and if it results in a policy being entered into between us and that person, we will give you a discount on your premium payment in the succeeding months. The amount of discount that you will be entitled to per successful referral is set out in your referral discount statement available on request.

Please note that this discounted months' premium will not have an effect in the calculation of your OUTbonus and the OUTbonus will be calculated as if the discount did not apply.

➔ *E.g. If your premium is R500 and you successfully refer a client to us and we then only collect R300 premium for the next month due to the discount, 10% of the full premium before discount (R500) will still be allocated to the OUTbonus. Therefore, R50 will go toward the OUTbonus, not R30 (10% of the discounted premium of R300).*

## Your responsibilities

In order to have cover you need to:

- pay your premiums

- give us true and complete information when you apply for cover, submit a claim or make changes to your policy. This also applies when anyone else acts on your behalf
- inform us immediately of any changes to your circumstances that may influence whether we give you cover, the conditions of cover or the premium we charge
  - *E.g. If you sell your vehicle and buy another one, you need to inform us about the change before you can take delivery of this vehicle so that you can be certain that your vehicle is OUTsured by the time you drive off the showroom floor.*
- comply with all the relevant statutory regulations and best practises that may be applicable to your business activities, employees, clients and goods, services and products manufactured or supplied
  - *E.g. As the manufacturer of an energy sports drink you will have to ensure that the product is packaged and labelled properly, contains expiry dates, warnings, warranty, storage and use instructions. The statutory regulations may also require that you follow a strict quality control process and that you keep proper records.*
- maintain and service all tools, machinery and equipment used in a sufficient condition according to the manufacturer's specifications to ensure that they are in a proper working condition at all times

This includes any changes to any information:

- on your schedule
- about your financial position, or that of any member, partner or director, specifically relating to defaults, civil judgements, administration orders, sequestrations, liquidations and solvency of companies in which you have an interest
- about convictions or charges for offences by any person covered under this policy relating to dishonesty, reckless and negligent driving or driving under the influence

## Claims

### Our responsibilities

We have the choice to settle your claim in any of the following ways:

- paying out cash to you
- repairing the damage at a repairer of our choice
- replacing the item at a supplier of our choice
- any combination of the above

Where any item claimed for is financed, we will first pay the finance company. Where a claim is settled for lost or damaged items, these items become ours.

If we elect to repair we will only do so up to the maximum OUTsured value noted on your schedule for the specific section you are claiming under.

### Your responsibilities

You have certain responsibilities which are listed below. If you fail to meet these responsibilities, your claim may be rejected.

#### Time periods

You need to:

- report your claim or any incident that might lead to a claim to us as soon as possible, but not later than 30 days, after any incident. This includes incidents for which you do not want to claim

but which may result in a claim in the future

- *E.g. If your vehicle is involved in an accident with another vehicle and there is no apparent damage to either vehicle, we still want to know about this incident so that we can take steps to limit the effects of any claim which may be made by the other person.*
- report any lost items, fire, theft, hijack (including attempted theft or attempted hijack) or damage caused intentionally to the police within 24 hours of the incident

### Preventing loss or damage

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability. This includes:

- maintaining the property/items in a fit and sound condition
- ensuring that all employees are competent to perform their work and are in possession of all certificates and necessary documents as required by law
- complying with all statutory requirements and manufacturer's recommendations
- correcting any defects in the property within a reasonable time after becoming aware of any faults

### Correct information

You need to give:

- all information and documentation we require within the timeframe we set
- true and complete information to us and the authorities. We act on the information you give, therefore any information which is misleading, incorrect or false will prejudice the claims process

### Proof of ownership

You need to:

- prove ownership and value of any item that you are claiming for
- make damaged items which you are claiming for available for inspection in order to substantiate the extent and nature of the damage

### Unauthorised repairs or replacements

Before doing any non-emergency repairs or replacements you must first get our approval.

- *E.g. If for security reasons you need to replace a broken window after a hail storm, you may do so.*

### Admitting guilt

Never admit guilt nor offer settlement to any other party involved in an incident in which you are involved. We will not be bound by any admission or offer you make to any person in relation to any incident.

- *E.g. If you are involved in an accident you may find yourself admitting blame for causing the accident to the other person involved. Your admission may prejudice any attempt to recover any money spent on repairing your vehicle.*

### When we need your assistance

You need to comply with our reasonable instructions and requests.

- *E.g. After paying you for your stolen vehicle, we may need your assistance in identifying it should the police recover it.*

## Excess

This is the amount you contribute for each and every claim and is noted on your schedule. In the event of a claim the excess is payable upfront to the service provider.

- *E.g. If you claim after an accident, you pay the excess directly to the panel beater. You still need to pay the excess even though you did not cause the accident.*

## Dual insurance

If there are any other insurance policies giving the same cover as in this policy we will pay our pro-rata portion of any claim. This does not apply to Personal Accident cover.

- *E.g. If you OUTsure an item for R200 000 and the same item is insured elsewhere for R200 000, we will only pay half and the other insurer will pay the other half when you claim.*

## We can act on your rights (Subrogation)

When we settle your claim, we can act on your rights or obligations against other people to recover costs or to defend any claim they may have against you.

- *E.g. If you are involved in an accident caused by someone else, we will automatically try to recover your excess and the money that we paid in settlement of your claim from this person.*

## Disputed claims

In terms of the Policy Holder Protection Rules, if you dispute the outcome of your claim you have 90 days from the day you are first informed of the outcome to notify us about your objection. Immediately following this you have a further six months within which to serve a summons on us. If you do not do so within this period, your right to challenge the decision is forfeited.

## Fraud or dishonesty

We have a responsibility to all our policy holders to ensure that fraudulent claims are eliminated in order to keep premiums as competitive as possible. If your claim is rejected for such a reason you will need to reimburse us for any expenses we incur relating to the claim. If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in any way fraudulent, dishonest or inflated, we will reject that entire claim and cancel your policy retrospectively to the reported incident date or the actual incident date, whichever date is earliest.

## Sharing of information

We respect the confidentiality of your information. In order to ensure sound insurance practices and prevent insurance fraud we confirm and disclose information relating to claims, insurance and financial history. This is applicable to anyone who is covered under this policy. If you are not willing for this information to be confirmed or disclosed we will not be able to provide you with cover.

## WHAT IS NOT COVERED under your policy

This policy does not cover any loss, damage, liability or injury directly or indirectly arising from any of the following:

- × War and public disorder
  - war or war-like acts
  - military uprisings, usurped power, rebellion or revolution
  - civil commotion, labour disturbances or public disorder

- any act of terrorism by any person or group, whether acting alone or under instruction
- × Confiscated property  
Property that has been legally detained or confiscated.
- × Pollution or contamination  
Pollution, contamination or seepage, radioactive or nuclear material.
- × Programmes and data  
Electronic programmes, data or unlicensed software, unless specifically noted.
- × Wear-and-tear and breakdown
  - any cause that was not sudden and unforeseen
  - gradual deterioration, including rising damp, wear-and-tear, rust, mildew or fading
  - a rise in the underground water table or pressure caused by it
  - defective lubrication or lack of oil or coolant
  - mechanical-, electrical- or electronic breakdown, defect or failure
  - damage to consumable parts or parts with a limited lifespan
  - damage recoverable under any maintenance or lease agreement
  - servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration
  - damage occurring while any item is undergoing tests of any kind or is deliberately overloaded or is being used in a manner or for any purpose other than that for which it is designed
  - computer viruses and similar destructive media
- × Insects and pests  
Damage caused by insects or pests.
- × Contracts or agreements
  - breach of contract or agreement
  - liability arising from a contract or agreement unless you would have had the same liability had you not entered into the contract or agreement
- × Selling your possessions  
When selling your possessions, you need to have prior confirmation by your bank that valid and legal payment for the sale has been made and cleared by your bank before giving the property to the other person.
  - *E.g. People sometimes “buy” items using false cheques or counterfeit money or by presenting a false proof of payment. In order to avoid becoming a victim of this kind of theft, you need to make sure that your bank confirms the payment before you give the item to the other person.*
- × Pawned items  
Any pawned items, whether you pawned them or you hold them on someone else’s behalf.
- × Consequential loss  
Any consequential loss or damage; that is any loss or damage not directly caused by an OUTsured peril. Some consequential losses can be covered and are specifically noted.
  - *E.g. The loss of use of your vehicle following an accident and while it is being repaired is not*



*automatically covered. The Car Hire option is available and will provide you with a hired vehicle as a means of alternate transport.*

× Illegal activities

The use of the OUTsured property for, or in connection with, the commission of any offence. This includes any incident relating to obtaining, using or soliciting narcotics.

× Optional cover not automatically included

Where optional cover is available under certain sections it is automatically excluded unless the optional cover was selected and it was included on your schedule.

× Plants and animals

Unless otherwise stated elsewhere in this document, damage or injury to plants and animals is not covered.

× Existing damage

Any existing damage which occurred prior to the incident or prior to when your cover started.

× Counterfeit goods

Loss or damage to any counterfeit goods.

## SASRIA

Cover is provided by Sasria SOC Limited and only applies if it is noted on your schedule and the additional premium charged. Cover is available under all sections of your policy, excluding Personal Accident, Employee Dishonesty, Public Liability and Employer's Liability.

It is a condition of cover that you, and anyone covered under your OUTsurance policy, must comply with its terms and conditions in order to be covered by Sasria.

### WHAT IS COVERED under SASRIA cover

You are automatically covered in South Africa for loss or damage caused by:

- ✓ any act or attempt calculated or directed to:
  - overthrow or influence the state or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
  - bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against the state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public
  - bring about any riot, strike or public disorder, which includes civil commotion, labour disturbances or lockouts
- ✓ the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above
- ✓ where you are covered by one or more current and valid insurance contracts issued by or on behalf of Sasria, the maximum sum payable is R500 million during any calendar year

### WHAT IS NOT COVERED under SASRIA cover

- \* Any consequential or indirect loss or damage, other than loss of rent if it is specifically covered. If so, the period is limited to the time required to make the building tenable.
- \* Loss or damage caused or contributed to by:
  - the total or partial stopping of work
  - the retardation, interruption or stopping of any process or operation
  - your property being dispossessed, resulting from its confiscation, commandeering or requisitioning, by any lawfully established authority
  - looting and theft unless caused by any of the covered events mentioned above
- \* Any act of terrorism involving the threat of or actual use, or release of, any:
  - nuclear weapon or device
  - chemical or biological agent

Any act of terrorism includes the actual use or threat of force or violence by any person or group whether acting alone or in connection with any organisation or government, and which is committed for any political, religious, ideological or personal reasons, including the intention to influence any government or to create fear in the public.

If Sasria states that any loss or damage is not covered because of the exclusion noted above, you will bear the responsibility of proving that the exclusion does not apply.

All events which may give rise to a claim in terms of Sasria must be reported to the police as soon as reasonably possible.

# VEHICLE

## What does VEHICLE refer to?

VEHICLE refers to any South African registered passenger vehicle, light delivery vehicle (LDV), commercial vehicle, motorcycle, caravan or trailer as well as agricultural, construction and material handling vehicles. Any standard factory fitted vehicle sound equipment and accessories fitted to passenger vehicles, LDVs and commercial vehicles are automatically covered.

The vehicle that you have OUTsured is noted on your schedule.

- × Vehicles transporting hazardous goods are not covered.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, betterment or depreciation.

If the vehicle is financed, we will first pay the outstanding settlement amount to the finance company up to the maximum amount of the OUTsured value, excluding:

- any early settlement penalties
- additional finance charges
- any arrear instalments and interest

We will pay you the difference if the settlement amount is less than the OUTsured value, less the applicable excess and the charges stated above.

We consider the values provided by the Auto Dealer's Guide to determine the OUTsured value of your vehicle and its accessories. Should the vehicle not be listed in the guide, we will consider other suitable sources to establish its reasonable value.

Your vehicle can be OUTsured for one of the following values:

- retail value
- market value (the average between the vehicle's retail and trade values)
- nominated value (which applies to vehicles such as collectors vehicles, where we require a valuation from a suitable source)

If the vehicle is either stolen or written-off, we will pay the OUTsured value, including the value of any specified non-standard factory fitted accessories, according to the values determined by The Auto Dealers' Guide.

If a previously rebuilt (code 3) vehicle is a total loss following a claim due to any insured peril, the claim settlement will be adjusted to 70% of the insured value.

## Vehicle drivers

You can OUTsure your vehicle for any one of the following:

### Single regular driver

This is the person who drives the vehicle on a regular basis in any monthly period.

By specifying a single regular driver, you confirm that no other person drives the vehicle on a regular basis.

- *E.g. The owner is noted as the single regular driver of a vehicle. A colleague may drive the vehicle occasionally, but not on a regular basis.*

### Multiple regular drivers

You can specify up to three drivers who all use the vehicle on a regular basis in any monthly period.

### Pool vehicle

A pool vehicle is a vehicle with no specific regular drivers, as the vehicle is used randomly by more than three drivers in any monthly period.

## **Vehicle use**

Your vehicle can be OUTsured for either private use or business use.

**Private use** is for private or social purposes, including driving between your home and regular place of work.

**Business use** includes private use with additional cover for instances where the vehicle forms an essential part of the performance of any work or function or where the vehicle is used in the course of your business operations.

- *E.g. Typical examples of where you would need to OUTsure your vehicle for business use are:*
  - *external sales, such as representatives and estate agents*
  - *client servicing, such as external consulting and client liaison*
  - *delivering any commodity*

The use that you chose is noted on your schedule. In order to have cover, it is vital that you OUTsure your vehicle for the correct use.

- *E.g. A vehicle that is being used for business purposes has a greater chance of being stolen or involved in an accident as it is usually on the road more often and in a greater variety of areas than a vehicle used for private purposes. Therefore the premium for a vehicle being used for business purposes is higher compared to the same vehicle used for private purposes.*

## **In which countries are you covered?**

Your cover is valid in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe when used for private purposes.

If your vehicle is OUTsured for business use, it is not covered while being used for business purposes outside South Africa, unless you have selected the specific optional cover for business use in countries outside South Africa. It will still be covered when used for private purposes.

- *E.g. If your vehicle is OUTsured for business use and you go on holiday to Botswana where you have an accident, the damage is covered. However, if you are doing business at the time, the damage is not covered unless you have selected the optional cover.*

## **Your responsibilities**

In order to have continuous cover and a valid claim, you need to adhere to the following:

### Preventing loss or damage

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability.

- ➔ *E.g. Your vehicle is involved in an accident where the oil sump is damaged. Yet, despite the oil level warning light coming on, you continue driving, although circumstances reasonably allowed you to stop driving, and this causes engine damage. The damage to the engine is not covered.*

### Repairs and replacements

Any repairs or replacements must be completed within six months of your claim being settled.

### Driver's responsibilities

Anyone driving the vehicle must adhere to the terms and conditions of this policy.

- ➔ *E.g. If one of your employees drives your vehicle and is involved in an accident while under the influence of alcohol, there may be no cover.*

### Important changes

Inform us immediately if:

- the address where the vehicle is kept overnight, as noted on your schedule, changes
- the regular driver changes
- the use of the vehicle changes

## **Vehicle cover**

You can OUTsure your vehicle for any one of the following:

- Comprehensive cover
- Limited cover (third party, fire and theft)
- Liability to other parties

## **Comprehensive cover**

You are covered for accidental damage to your own vehicle as well as damage to other people's property. Your vehicle is also covered for theft and hijack.

### **WHAT IS COVERED under Comprehensive cover**

#### ✓ Loss of or damage to the vehicle

Loss or damage caused:

- in an accident or intentionally (including theft, hijacking, attempted theft or attempted hijacking)
- by fire, explosion, earthquake, storm, hail, flood, freezing or snow
- animals (excluding domestic animals)

#### ✓ Towing and storage

The reasonable costs to store or to tow the vehicle to the nearest repairer, following an incident for which you can claim.

#### ✓ Medical expenses

Following an incident for which you can claim, we will pay the medical expenses incurred by any passenger of the vehicle. The maximum amount that you can claim for per incident is noted on your schedule.

✓ Wreckage removal

Following an incident for which you can claim, the costs incurred for the removal of the wreckage.

✓ Loss or damage to vehicle keys

- Lost or stolen vehicle keys are part of our standard vehicle cover
- Lost or stolen vehicle keys will be covered in full subject to the standard vehicle excess
- Damage to vehicle keys will not be covered where the damage did not occur as part of a normal covered event
- For a lower excess the vehicle keys can be specified as accessories

✓ Liability to other people

You or any person driving the insured vehicle will be covered for legal liability following a vehicle accident which causes damage to other people's property, provided that any person driving the vehicle:

- drives with the permission of the insured or the regular driver;
- has not previously been cancelled, refused cover or advised to arrange alternative insurance by any vehicle insurer; and
- does not enjoy similar liability cover elsewhere

This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for is noted on your schedule.

The accident must involve:

- the OUTsured vehicle, or
  - any vehicle being towed by the OUTsured vehicle, or
  - a vehicle not owned by any of the drivers listed above
- ✗ You are not covered for legal liability following damages to property belonging to members of the driver's household.

## **WHAT IS NOT COVERED under Liability to other people cover**

✗ Liability for death, bodily injury or emotional shock

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability for death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.

✗ Loss of or damage to property

Liability for loss of or damage to:

- the property owned by you or in your control
- the property owned by any member of your household (in the case of home-businesses)
- a vehicle being driven by you, the regular driver, any of your employees or members of your household. Loss or damage to these vehicles will only be covered if it is specifically insured for loss or damage with OUTsurance
- property being conveyed by, loaded from or loaded onto a vehicle
- a vehicle being towed by the OUTsured vehicle

× Tools of trade

Liability arising from the operation, demonstration or use of any tool of trade attached to the vehicle (for purposes other than maintenance or repair of the vehicle), or anything manufactured by or contained in the tool.

➔ *E.g. You have a hoist attached to your LDV which you use to move paving tiles. Any liability arising from the use of this tool of trade needs to be covered under the Public Liability section.*

× Liability where your vehicle claim was rejected

Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.

➔ *E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for damage to the other person's property will also be rejected.*

× Cover given by legislation or other insurance contracts

Liability which is covered by:

- any compulsory motor vehicle insurance Act
- the Occupational Health and Safety Act
- the Compensation for Occupational Injuries and Diseases Act
- any other insurance or OUTsurance contract

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Non-standard vehicle sound equipment and accessories

Loss or damage to:

- factory fitted sound equipment and accessories

Any standard factory fitted sound equipment and vehicle accessories to motorcars, LDVs and motorcycles are automatically covered under standard Vehicle cover because it is included in the value of the vehicle. Accessories fitted to caravans and trailers are also covered if they are included in the OUTsured value. The basic vehicle excess will still be payable for any claims under the Vehicle section of the policy. You can however specify the sound equipment and vehicle accessories under the optional cover and then the lower sound equipment and accessories excess is payable.

- non-factory fitted sound equipment and accessories

Any non-factory fitted sound equipment and vehicle accessories items such as mag rims, boot spoilers and cell phone car kits need to be specified under the optional cover. You will enjoy no cover for these items if not specified. Items that are occasionally in the vehicle need to be OUTsured under Out-of-the-Office cover.

➔ *E.g. Items such as canopies, cranes, truck buckets, body alterations, load bodies, built-in two-way radios, built-in GPS navigation devices and vehicle sign writing need to be specified under the optional cover.*

✓ Car hire

Following an incident for which you have had a valid claim, we will provide you with a hired vehicle until your claim is finalised but for a maximum period of 30 days, where your vehicle:

- is damaged and being repaired
- is damaged and not drivable
- is stolen or hijacked

You will need to pay:

- the fuel deposit, running costs, the collection and delivery fees
- the excess in the event of a claim for loss of or damage to the hired vehicle

✓ Business use in countries outside South Africa

Following an incident for which you can claim, you are covered when the vehicle is used for business purposes while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

✓ Business use outside South Africa - additional countries

Following an incident for which you can claim you are also covered when the vehicle is used for any business purposes while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Rwanda, Burundi, Angola and Zambia.

✓ OUT-in-Africa

Refer to the OUT-in-Africa attachment to your schedule.

✓ Vehicle credit shortfall

You have a credit shortfall when the amount you owe in terms of a finance agreement (as defined in the Credit Agreements Act) with a finance company exceeds the OUTsured value we pay to settle a claim.

➔ *E.g. If your vehicle is stolen and we pay R100 000, which is your vehicle's OUTsured value, and you owe your bank R120 000 in terms of a finance agreement, we will settle the difference by paying it to the bank.*

The vehicle must:

- be uneconomical to repair
- have been stolen or hijacked and not recovered

## **WHAT IS NOT COVERED under Vehicle credit shortfall**

- \* Any refundable amounts added to your finance agreement over and above the purchase price of the vehicle. This includes insurance premiums, motor warranties and maintenance programmes which must be refunded to you by the company that administers the policy or warranty.
- \* The credit shortfall on vehicle sound equipment or non-standard vehicle accessories which are not specified on your schedule and which form part of the finance agreement.
- \* The excess on your vehicle claim, arrear instalments due and interest on them, any amounts added to the principle debt after the commencement of the finance agreement and any early settlement penalties.
- \* Any finance agreement where the amount of any single instalment differs by more than 10% from any other instalment (except for any final residual payments).



- ✘ Any shortfall resulting from re-advances under an instalment sale or re-financing in terms of a lease.

- ✓ Passenger liability

Passenger liability covers you against legal liability following an accident anywhere in South Africa involving the OUTsured vehicle, including getting on or off the vehicle, which causes death or bodily injury to fare-paying passengers. This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for per incident, irrespective of the number of passengers, is noted on your schedule.

- ✘ There is no passenger liability cover:
  - for death or bodily injury suffered by members of your household, the regular driver or any of your employees, any person in or on a vehicle that is being towed and any passenger in the vehicle who is not in a permanently enclosed compartment designed by the original vehicle manufacturer to carry passengers other than purpose built game viewing vehicles
  - where liability cover is provided by any compulsory motor vehicle insurance Act, The Road Accident Fund Act, The Occupational Health and Safety Act, The Compensation for Occupational Injuries and Diseases Act and any other insurance contract
  - where your vehicle claim was rejected: any incident which causes death or bodily injury to fare-paying passengers and where the claim for loss of or damage to the vehicle itself is not covered
    - ➔ *E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for fare-paying passengers will also be rejected.*
  - for emotional shock

- ✓ Vehicle Loss of Use

Following an incident for which you have had a valid claim, we will indemnify you for the financial damage suffered caused by the loss of use until your claim is finalised but for a maximum period of 45 days, where your vehicle:

- is damaged and being repaired
- is damaged and not drivable
- is stolen or hijacked

The claim is finalised once the vehicle claim's payment is made to you in the event of a total loss (e.g. the vehicle is uneconomical to repair or have been stolen or hijacked and not recovered) or the vehicle is returned once repaired for partial losses. The cover only start once the claim is reported.

The maximum daily amount for which you can claim is noted on the schedule.

## **WHAT IS NOT COVERED under Comprehensive cover**

- ✘ Driving without a valid driver's licence

If you, members of your household or anyone with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver, drives the vehicle:

- without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside South Africa, the permit must be issued in the country where the person lives. According to

South Africa's National Road Traffic Act, the permit is a requirement in South Africa even though it may not be needed in the country where the driver lives

- with a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African driver's licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence

× Driving under the influence

If you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household or of the regular driver, who drives the vehicle:

- is under the influence of alcohol or drugs
- has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
- refuses to give either a breath or blood sample
- consumes any intoxicating liquor or drug having a narcotic effect after an accident while on the scene

× Hazardous goods

Where the vehicle is:

- transporting any hazardous goods
- carrying explosives

× Racing or competition

Where the vehicle is used for racing or competition.

× Unroadworthy or overloaded vehicle

Where the vehicle is:

- involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
- carrying or towing passengers, a load of goods or vehicles exceeding the capacity for which it was constructed or licensed to carry

× Intentional loss or damage

Loss of or damage to your vehicle:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver

× Unlawfully leaving the scene of an accident

If the vehicle is involved in an accident and you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household or the regular driver, who drove the vehicle then leaves the scene of the accident unlawfully.

## Limited cover

You are covered for damage to your own vehicle caused by fire as well as damage to other people's property. Your vehicle is also covered for theft and hijack. Accidental damage to your own vehicle is not covered.

### WHAT IS COVERED under Limited cover

#### ✓ Loss of or damage to the vehicle

Loss or damage caused by:

- fire
- theft or hijack (including attempted theft or attempted hijacking) of the vehicle itself

#### ✓ Towing and storage

The reasonable costs to store or tow the vehicle to the nearest repairer, following an incident for which you can claim.

#### ✓ Medical expenses

Following an incident for which you can claim, we will pay the medical expenses incurred by any passenger of the vehicle. The maximum amount that you can claim for per incident is noted on your schedule.

#### ✓ Wreckage removal

Following an incident for which you can claim, the costs incurred for the removal of the wreckage.

#### ✓ Loss or damage to vehicle keys

- Lost or stolen vehicle keys are part of our standard vehicle cover
- Lost or stolen vehicle keys will be covered in full subject to the standard vehicle excess
- Damage to vehicle keys will not be covered where the damage did not occur as part of a normal covered event

For a lower excess the vehicle keys can be specified as accessories

#### ✓ Liability to other people

You or any person driving the insured vehicle will be covered for legal liability following a vehicle accident which causes damage to other people's property, provided that any person driving the vehicle:

- drives with the permission of the insured or the regular driver;
- has not previously been cancelled, refused cover or advised to arrange alternative insurance by any vehicle insurer; and
- does not enjoy similar liability cover elsewhere.

This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for is noted in your schedule.

The accident must involve:

- the OUTsured vehicle, or
- any vehicle being towed by the OUTsured vehicle, or
- a vehicle not owned by any of the drivers listed above

- ✗ You are not covered for legal liability following damages to property belonging to members of the driver's household.

## WHAT IS NOT COVERED under Liability to other people cover

- ✗ Liability for death, bodily injury or emotional shock

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability for death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.

- ✗ Loss of or damage to property

Liability for loss of or damage to:

- the property owned by you or in your control
- the property owned by any member of your household (in the case of home-businesses)
- a vehicle being driven by you, the regular driver, any of your employees or members of your household. Loss or damage to these vehicles will only be covered if it is specifically insured for loss or damage with OUTsurance
- property being conveyed by, loaded from or loaded onto a vehicle
- a vehicle being towed by the OUTsured vehicle

- ✗ Tools of trade

Liability arising from the operation, demonstration or use of any tool of trade attached to the vehicle (for purposes other than maintenance or repair of the vehicle), or anything manufactured by or contained in the tool.

- ➔ *E.g. You have a hoist attached to your LDV which you use to move paving tiles. Any liability arising from the use of this tool of trade needs to be covered under the Public Liability section.*

- ✗ Liability where your vehicle claim was rejected

Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.

- ➔ *E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for damage to the other person's property will also be rejected.*

- ✗ Cover given by legislation or other insurance contracts

Liability which is covered by:

- any compulsory motor vehicle insurance Act
- the Occupational Health and Safety Act
- the Compensation for Occupational Injuries and Diseases Act
- any other insurance or OUTsurance contract

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

- ✓ Non-standard vehicle sound equipment and accessories

Loss or damage to:

- factory fitted sound equipment and accessories

Any standard factory fitted sound equipment and vehicle accessories to motorcars, LDVs and motorcycles are automatically covered under standard Vehicle cover because it is included in the value of the vehicle. Accessories fitted to caravans and trailers are also covered if they are included in the OUTsured value. The basic vehicle excess will still be payable for any claims under the Vehicle section of the policy. You can however specify the sound equipment and vehicle accessories under the optional cover and then the lower sound equipment and accessories excess is payable.

- non-factory fitted sound equipment and accessories

Any non-factory fitted sound equipment and vehicle accessories items such as mag rims, boot spoilers and cell phone car kits need to be specified under the optional cover. You will enjoy no cover for these items if not specified. Items that are occasionally in the vehicle need to be OUTsured under Out-of-the-Office cover.

◆ *E.g. Items such as canopies, cranes, truck buckets, body alterations, load bodies, built-in two-way radios, built-in GPS navigation devices and vehicle sign writing need to be specified under the optional cover.*

#### ✓ Car hire

Following an incident for which you have had a valid claim, we will provide you with a hired vehicle until your claim is finalised but for a maximum period of 30 days, where your vehicle:

- is damaged and being repaired
- is damaged and not drivable
- is stolen or hijacked

You will need to pay:

- the fuel deposit, running costs, the collection and delivery fees
- the excess in the event of a claim for loss of or damage to the hired vehicle

#### ✓ Business use in countries outside South Africa

Following an incident for which you can claim, you are covered when the vehicle is used for business purposes while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

#### ✓ Business use outside South Africa - additional countries

Following an incident for which you can claim you are also covered when the vehicle is used for any business purposes while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Rwanda, Burundi, Angola and Zambia.

#### ✓ OUT-in-Africa

Refer to the OUT-in-Africa attachment to your schedule.

#### ✓ Passenger liability

Passenger liability covers you against legal liability following an accident anywhere in South Africa involving the OUTsured vehicle, including getting on or off the vehicle, which causes death or bodily injury to fare-paying passengers. This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for per incident, irrespective the number of passengers, is noted on your schedule.

- ✘ There is no passenger liability cover:
  - for death or bodily injury suffered by members of your household, the regular driver or any of your employees, any person in or on a vehicle that is being towed and any passenger in the vehicle who is not in a permanently enclosed compartment designed by the original vehicle manufacturer to carry passengers other than purpose built game viewing vehicles
  - where liability cover is provided by any compulsory motor vehicle insurance Act, The Road Accident Fund Act, The Occupational Health and Safety Act, The Compensation for Occupational Injuries and Diseases Act and any other insurance contract
  - where your vehicle claim was rejected: any incident which causes death or bodily injury to fare-paying passengers and where the claim for loss of or damage to the vehicle itself is not covered
    - ➔ *E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for fare-paying passengers will also be rejected.*
  - for emotional shock

#### ✓ Vehicle Loss of Use

Following an incident for which you have had a valid claim, we will indemnify you for the financial damage suffered caused by the loss of use until your claim is finalised but for a maximum period of 45 days, where your vehicle:

- is damaged and being repaired
- is damaged and not drivable
- is stolen or hijacked

The claim is finalised once the vehicle claim's payment is made to you in the event of a total loss (e.g. the vehicle is uneconomical to repair or has been stolen or hijacked and not recovered) or the vehicle is returned once repaired for partial losses. The cover only starts once the claim is reported.

The maximum daily amount for which you can claim is noted on the schedule.

### **WHAT IS NOT COVERED under Limited cover**

#### ✘ Driving without a valid driver's licence

If you, members of your household or anyone with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver, drives the vehicle:

- without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside South Africa, the permit must be issued in the country where the person lives. According to South Africa's National Road Traffic Act, the permit is a requirement in South Africa even though it may not be needed in the country where the driver lives
- with a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African driver's licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence

× Driving under the influence

If you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household or of the regular driver, who drives the vehicle:

- is under the influence of alcohol or drugs
- has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
- refuses to give either a breath or blood sample
- consumes any intoxicating liquor or drug having a narcotic effect after an accident while on the scene

× Hazardous goods

Where the vehicle is:

- transporting any hazardous goods
- carrying explosives

× Racing or competition

Where the vehicle is used for racing or competition.

× Unroadworthy or overloaded vehicle

Where the vehicle is:

- involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
- carrying or towing passengers, a load of goods or vehicles exceeding the capacity for which it was constructed or licensed to carry

× Intentional loss or damage

Loss of or damage to your vehicle:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver

× Unlawfully leaving the scene of an accident

If the vehicle is involved in an accident and you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household or the regular driver, who drove the vehicle then leaves the scene of the accident unlawfully.

## **Liability to other people cover**

You are covered for liability to other people where a vehicle accident caused damage to other people's property.

### **WHAT IS COVERED under Liability to other people cover**

✓ Damage to other people's property

You or any person driving the insured vehicle will be covered for legal liability following a vehicle accident which causes damage to other people's property, provided that any person driving the vehicle:

- drives with the permission of the insured or the regular driver;

- has not previously been cancelled, refused cover or advised to arrange alternative insurance by any vehicle insurer; and
- does not enjoy similar liability cover elsewhere

This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for is noted on your schedule.

The accident must involve:

- the OUTsured vehicle, or
  - any vehicle being towed by the OUTsured vehicle, or
  - a vehicle not owned by any of the drivers listed above
- ✘ You are not covered for legal liability following damages to property belonging to members of the driver's household.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Business use in countries outside South Africa

Following an incident for which you can claim, you are covered when the vehicle is used for business purposes while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

### ✓ Business use outside South Africa - additional countries

Following an incident for which you can claim you are also covered when the vehicle is used for any business purposes while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Rwanda, Burundi, Angola and Zambia.

### ✓ Passenger liability

Passenger liability covers you against legal liability following an accident anywhere in South Africa involving the OUTsured vehicle, including getting on or off the vehicle, which causes death or bodily injury to fare-paying passengers. This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for per incident, irrespective the number of passengers, is noted on your schedule.

- ✘ There is no passenger liability cover:
- for death or bodily injury suffered by members of your household, the regular driver or any of your employees, any person in or on a vehicle that is being towed and any passenger in the vehicle who is not in a permanently enclosed compartment designed by the original vehicle manufacturer to carry passengers other than purpose built game viewing vehicles
  - where liability cover is provided by any compulsory motor vehicle insurance Act, The Road Accident Fund Act, The Occupational Health and Safety Act, The Compensation for Occupational Injuries and Diseases Act and any other insurance contract
  - where your vehicle claim was rejected: any incident which causes death or bodily injury to fare-paying passengers and where the claim for loss of or damage to the vehicle itself is not covered



➔ *E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for fare-paying passengers will also be rejected.*

- for emotional shock

## **WHAT IS NOT COVERED under Liability to other people cover**

### **× Liability for death, bodily injury or emotional shock**

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability for death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.

### **× Loss of or damage to property**

Liability for loss of or damage to:

- the property owned by you or in your control
- the property owned by any member of your household (in the case of home-businesses)
- a vehicle being driven by you, the regular driver, any of your employees or members of your household. Loss or damage to these vehicles will only be covered if it is specifically insured for loss or damage with OUTsurance
- property being conveyed by, loaded from or loaded onto a vehicle
- a vehicle being towed by the OUTsured vehicle

### **× Tools of trade**

Liability arising from the operation, demonstration or use of any tool of trade attached to the vehicle (for purposes other than maintenance or repair of the vehicle), or anything manufactured by or contained in the tool.

➔ *E.g. You have a hoist attached to your LDV which you use to move paving tiles. Any liability arising from the use of this tool of trade needs to be covered under the Public Liability section.*

### **× Liability where your vehicle claim was rejected**

Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.

➔ *E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for damage to the other person's property will also be rejected.*

### **× Cover given by legislation or other insurance contracts**

Liability which is covered by:

- any compulsory motor vehicle insurance Act
- the Occupational Health and Safety Act
- the Compensation for Occupational Injuries and Diseases Act
- any other insurance contract or OUTsurance contract

### **× Driving without a valid driver's licence**

If you, members of your household or anyone with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver, drives the vehicle:

- without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside

South Africa, the permit must be issued in the country where the person lives. According to South Africa's National Road Traffic Act, the permit is a requirement in South Africa even though it may not be needed in the country where the driver lives

- with a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African driver's licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence

× Driving under the influence

If you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household or of the regular driver, who drives the vehicle:

- is under the influence of alcohol or drugs
- has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
- refuses to give either a breath or blood sample
- consumes any intoxicating liquor or drug having a narcotic effect after an accident while on the scene

× Hazardous goods

Where the vehicle is:

- transporting any hazardous goods
- carrying explosives

× Racing or competition

Where the vehicle is used for racing or competition.

× Unroadworthy or overloaded vehicle

Where the vehicle is:

- involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
- carrying or towing passengers, a load of goods or vehicles exceeding the capacity for which it was constructed or licensed to carry

× Intentional loss or damage

Loss of or damage to your vehicle:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver

× Unlawfully leaving the scene of an accident

If the vehicle is involved in an accident and you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household or the regular driver, who drove the vehicle then leaves the scene of the accident unlawfully.

# BUILDINGS

## What does BUILDINGS refer to?

BUILDINGS refers to the immovable structures, which you own or for which you are responsible, at the address noted on your schedule. This includes the main building itself, the outbuildings and all other permanent fixtures, fittings and improvements, such as windows, driveways, perimeter walls, fences, patios, swimming pools, pool-, borehole- and spa pumps, gate motors, underground pipes and cables, tarred or paved roads, or public areas.

➤ *E.g. As a tenant, you may be responsible for the landlord's fixtures and fittings in terms of your lease agreement. These need to be OUTsured under the Buildings section.*

\* Dams and dam walls, jetties and piers, boreholes, loose gravel paths and coverings, pool cleaning equipment and utilities, such as gas, water and electricity, are excluded.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance or under-OUTsurance.

You need to OUTsure your building for its replacement value. This is the cost of rebuilding or repairing the building with new materials.

The replacement value must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe against further incidents

Should you OUTsure the building for an amount less than its replacement value, we will pay you proportionately.

➤ *E.g. If the correct OUTsured value of the building is R400 000 and you OUTsure it for R200 000 you will be compensated for 50% of your loss.*

If the building is not rebuilt on the same site, we will pay you the market value of the building.

It is your responsibility to update your OUTsured value.

## Your responsibilities

In order to have continuous cover and a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- the building is unoccupied for any period longer than 30 consecutive days
  - *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- the building is vacant, empty, abandoned or illegally occupied
  - *E.g. When all lawful occupants move out of the building it immediately becomes vacant.*
- the building is let or sublet
- any alterations, additions or improvements are made to the building
  - *E.g. If your building has a slate roof, we charge a specific premium for that. If you later thatch the roof without telling us, we would be receiving the incorrect premium because*

*thatch has a greater risk of fire damage. Your building will therefore not be covered against fire.*

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant the premises comply with the terms and conditions of this policy.

## **WHAT IS COVERED under Buildings cover**

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

✗ There is no cover for riverine flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to your building by leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply-tanks, cisterns and pressurised water pipes forming a permanent part of the building.

✗ There is no cover for sewerage pipes.

### ✓ Malicious damage

Damage caused maliciously, excluding loss or damage:

- caused by theft
- to glass forming part of the building

### ✓ Power surges

Loss or damage caused by power surges and dips.

### ✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller

### ✓ Public services and telephone connections

Accidental damage to water-, sewerage-, gas-, electricity- and telephone connections between

the building and the public supply or mains for which you are responsible.

✓ Alterations and additions

Loss or damage occurring during construction or alteration, caused by an incident for which you can claim. This includes cover for building materials, fixtures and fittings which you own or for which you are responsible.

✗ There is no cover:

- where acts of nature (wind, thunder, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures
- for stolen building materials, fixtures, fittings and improvements if the building is vacant, empty, abandoned or illegally occupied. If the building is occupied, unfitted fixtures and fittings are covered for theft if they are stored inside the building and there are visible signs of forced entry into the building

✓ Fixtures and fittings temporarily removed

Loss or damage to fixtures and fittings temporarily removed from the building for the purpose of cleaning, renovation or repair. The loss or damage must be caused by any of the covered perils listed under WHAT IS COVERED or Optional cover selected. Cover is limited to 15% of the OUTsured value.

✓ Fire extinguishing charges

Charges or costs incurred to fight or extinguish the fire following an incident for which you can claim.

✓ Public authorities' requirements

Following an incident for which you can claim, the additional cost of repairing or rebuilding the damaged section of the building in order to comply with public authorities' requirements, subject to the repairs or rebuilding being done in a reasonable period.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Theft

Loss of or damage to fixtures and fittings on the premises caused by theft. There must be signs of visible, forcible or violent entry to or exit from the building for fixtures and fittings damaged or stolen inside the building.

✓ Accidental and malicious damage to fixed glass

Accidental and malicious damage, including damage caused by theft, to:

- glass (including mirrors and sign-writing) forming part of the structure of the building and for which you are responsible
- sanitary ware

✗ There is no cover if the building is unoccupied for more than 30 consecutive days, vacant, empty, abandoned or illegally occupied.

- *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days. When all lawful occupants move out of the building it immediately becomes vacant.*

✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

- ✗ There is no cover for:
  - betterment such as any alterations, additions, improvements or overhauls
  - loss or damage
    - recoverable under any maintenance or lease agreement
    - to consumable parts with a limited lifespan
    - caused by incorrect use or operation
    - caused by installation, servicing or repairs
    - caused by moving the property from one place to another

The maximum amount you can claim per incident is noted on your schedule.

✓ Water heating systems and pressurised water pipes wear-and-tear

Damage caused by the leaking, bursting or overflowing of a water heating system, its parts and any concealed water pipes. This includes damage caused by rust, decay, gradual deterioration, wear-and-tear, cracking and splitting.

The cost of repairing or replacing the water heating system, its parts and any concealed pressurised water pipes is covered in full.

- ✗ There is no cover for sewerage pipes.

✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
- approval by OUTsurace
- ✗ There is no cover for damage relating to subsidence caused by:
  - excavations other than by mining activities
  - removal of or weakening of pillars
  - the poor compaction of soil used to fill areas under paving and floors

✓ Loss of rent

Loss of rent or the reasonable cost of other premises following an incident for which you can claim which caused the building to be unfit to occupy. Cover is limited to 20% of the sum OUTsured and applies for the period reasonably required to make the building fit to occupy.

We will also pay for the loss of rent or the reasonable rental cost of other premises up to an amount of 20% of the OUTsured value if there is damage to any property within a 10 km radius of your premises which is caused by any of the OUTsured perils and which results in access to your premises being prevented. The prevention of access must continue for an uninterrupted period of more than 24 hours.

- ✗ There is no cover if the loss of rent receivable is covered under any Business Interruption insurance contract.

## WHAT IS NOT COVERED under Buildings cover

### \* Theft and malicious damage to the building, including windows and other glass fixtures

Theft and malicious damage:

- caused by you, any of the members, employees, partners, directors, principals, or any occupant at the premises
- which occurs with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days
  - *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- if the building is vacant, empty, abandoned or illegally occupied
  - *E.g. When all lawful occupants move out of the building it immediately becomes vacant.*
- while the building is let or sublet unless there are visible signs of forced entry

### \* Matching materials

Any additional costs resulting from the unavailability of matching materials.

### \* Scorching

Loss or damage caused by scorching.

- *E.g. There is no cover if damage is caused by cigarette burns on a carpet.*

### \* Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance

### \* Retaining walls

There is no cover for damage to retaining walls unless they are designed and constructed according to structural engineering specifications.

### \* Extreme weather conditions

Damage directly or indirectly caused by settlement, shrinkage or expansion of soil due to the change in moisture content caused by extreme weather conditions like drought or wet seasons.

# CONTENTS

## What does CONTENTS refer to?

CONTENTS refers to your:

- movable property at the address noted on your schedule
- movable property designed to exist or operate outside, at the address noted on your schedule

It therefore includes items such as furniture, documents, moveable plant and machinery and electrical equipment.

× The following items are not OUTsured under the Contents section:

### Fixtures and fittings

- tenant's fixtures and fittings
- fixed glass forming part of the structure of the building
  - ➔ *E.g. As a tenant, you may wish to OUTsure fixtures and fittings for which you are responsible given the conditions of your lease agreement.*

These items need to be OUTsured under the Buildings section.

### Stock, Electronic equipment and Money

- stock on your premises and stock in transit
- electronic business equipment (including computers, licensed software, scanners, printers, photocopiers, fax machines, projectors, audio and visual equipment, medical, technical and industrial equipment and other electronic business equipment)
- money (including cash, cheques and other negotiable instruments)

### OUT-of-the-Office

- contents excludes other items which you have specifically covered under the Out-of-the-Office section and which are noted on your schedule, since they are more specifically covered under that section
- all other equipment designed to be used off-site

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your contents for its total replacement value. This is the cost of replacing your lost or damaged items with similar ones.

The replacement value must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe against further incidents
- taxes, duties and freight transport

Should you OUTsure the contents for an amount less than its correct value, we will settle the claim proportionately.

➔ *E.g. If the correct OUTsured value of your contents at the time of a claim is R400 000 and you*



OUTsure it for R200 000 you will be compensated for 50% of your loss.

It is your responsibility to update your OUTsured value.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for longer than 30 consecutive days
  - ➔ *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- the building is let or sublet
- any alterations, additions or improvements are made to the building

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

## WHAT IS COVERED under Contents cover

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake
- ✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

- ✗ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.
- ✗ There is no cover for riverine flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to your contents by leaking and bursting of water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

### ✓ Malicious damage

Damage caused maliciously, unless by theft.

### ✓ Power surges

Loss or damage caused by power surges and dips.

✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller

✓ Fire extinguishing charges

Charges or costs incurred to fight or extinguish the fire following an incident for which you can claim.

✓ Documents and plans

Following an incident for which you can claim, you are covered for the costs of replacing the documents. The costs of reproducing the data is however, not covered.

## **Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Theft

Loss of or damage caused by theft. The maximum amount you can claim per incident is noted on your schedule.

The total claim payment will be limited to the amount shown on your schedule unless there are visible signs of forced or violent entry to or exit from the building itself.

✓ Accidental damage

Damage caused accidentally for which more specific insurance has not been arranged or is not available in terms of this policy.

- ✗ Accidental damage does not cover damage:
  - caused by overheating, denting, chipping, scratching or cracking which does not affect the operation of the item
  - to furs, jewellery, precious and semi-precious metals and stones, curios, rare books, works of art, china, earthenware, marble and other fragile or brittle items

The maximum amount you can claim per incident is noted on your schedule.

✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

- ✗ There is no cover for:
  - betterment such as any alterations, additions, improvements or overhauls
  - loss or damage
    - recoverable under any maintenance or lease agreement
    - to consumable parts with a limited lifespan
    - caused by incorrect use or operation
    - caused by installation, servicing or repairs
    - caused by moving the property from one place to another

The maximum amount you can claim per incident is noted on your schedule.

✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
- approval by OUTsurance
- ✗ There is no cover for damage relating to subsidence caused by:
  - excavations other than by mining activities
  - removal of or weakening of pillars
  - the poor compaction of soil used to fill areas under paving and floors

**WHAT IS NOT COVERED under Contents cover**

✗ Malicious damage and theft

Loss or damage:

- caused with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days
  - *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- if the building is vacant, empty, abandoned or illegally occupied
  - *E.g. When all lawful occupants move out of the building it immediately becomes vacant.*
- caused by you or any of your members, partners, directors, principals, employees, or any legal occupant at the premises
- of property outside the building

✗ Vehicles

Vehicles (including motorcars, motorcycles, motorised scooters, LDVs, caravans, trailers, aircraft and watercraft).

✗ Money and collectibles

- money refers to your cash, cheques, postal and money orders, postage and revenue stamps, credit card vouchers, pre-paid vouchers, gift vouchers and other negotiable instruments at the address noted on your schedule
- collectible stamps and coins

✗ Matching materials

Any additional costs resulting from the unavailability of matching materials or equipment.

✗ Scorching

Loss or damage caused by scorching.

- *E.g. There is no cover if damage is caused by cigarette burns on a loose carpet.*

✗ Sets and pairs

Remaining parts or items that are part of any set or pair.

- ➔ *E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.*
- × Where any of the following cause or contribute to damage
  - volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content
  - scratching, chipping, cracking, denting, biting, tearing or dirtying
  - defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
  - construction, alteration or repairs, defective workmanship or materials
  - a lack of maintenance
  - property undergoing any heating or drying process
- × Retaining walls

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.
- × Extreme weather conditions

Damage directly or indirectly caused by settlement, shrinkage or expansion of soil due to the change in moisture content caused by extreme weather conditions like drought or wet seasons.

## ELECTRONIC EQUIPMENT

### What does ELECTRONIC EQUIPMENT refer to?

ELECTRONIC EQUIPMENT refers to your computers, licensed software, scanners, printers, photocopiers, fax machines, projectors, audio and visual equipment, medical-, technical- and industrial equipment and other electronic business equipment.

These items are only covered if they are noted on your schedule and are inside the building noted on your schedule.

- ✗ Stock items must be covered under the stock section.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your electronic equipment items for their replacement values. This is the cost of replacing your lost or damaged items with similar ones.

The replacement value must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe against further incidents
- taxes, duties and freight transport

Should you OUTsure any item for an amount less than its replacement value, we will pay you proportionately.

It is your responsibility to update your OUTsured value.

### Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

#### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for longer than 30 consecutive days
  - ➔ *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- the building is let or sublet
- any alterations, additions or improvements are made to the building

#### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

## WHAT IS COVERED under Electronic equipment cover

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake

\* There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused to electronic equipment by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

\* There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

\* There is no cover for riverine flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to electronic equipment by leaking and bursting of water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

### ✓ Malicious damage

Damage caused maliciously, unless by theft.

### ✓ Power surges

Loss or damage caused by power surges and dips.

### ✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller

### ✓ Fire extinguishing charges

Charges or costs incurred to fight or extinguish the fire following an incident for which you can claim.

### ✓ Items removed for servicing

Loss or damage to items while temporarily removed for cleaning, renovation or repair. The loss or damage must be caused by any of the covered perils listed under WHAT IS COVERED or Optional cover selected. The maximum amount payable will be 15% of the OUTsured value of all your electronic equipment.

### ✓ Reinstatement of data and programmes

Following an incident for which you can claim we will pay for the costs reasonably incurred for the reinstatement of data and programmes stored on the electronic equipment which are lost.

The maximum amount payable is noted on your schedule.

- ✘ The costs incurred due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and programmes are not covered.
- ✓ Express delivery and overtime

Reasonable additional costs incurred with our consent relating to necessary repairs or replacement of lost or damaged items. The costs include extra charges for delivery, freight and overtime rates payable.

## **Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Theft

Loss of or damage caused by theft. The maximum amount you can claim per incident is noted on your schedule.

The total claim payment will be limited to the amount shown on your schedule unless there are visible signs of forced or violent entry to or exit from the building itself.

### ✓ Accidental damage

Damage caused accidentally for which more specific insurance has not been arranged or is not available in terms of this policy.

- ✘ Accidental damage does not cover damage:
  - caused by overheating, denting, chipping, scratching or cracking which does not affect the operation of the item
  - to furs, jewellery, precious and semi-precious metals and stones, curios, rare books, works of art, china, earthenware, marble and other fragile or brittle items

### ✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

- ✘ There is no cover for:
  - betterment such as any alterations, additions, improvements or overhauls
  - loss or damage
    - recoverable under any maintenance or lease agreement
    - to consumable parts with a limited lifespan
    - caused by incorrect use or operation
    - caused by installation, servicing or repairs
    - caused by moving the property from one place to another

The maximum amount you can claim per incident is noted on your schedule.

### ✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
- approval by OUTsurance

- ✘ There is no cover for damage relating to subsidence caused by:
  - excavations other than by mining activities
  - removal of or weakening of pillars
  - the poor compaction of soil used to fill areas under paving and floors

## **WHAT IS NOT COVERED under Electronic equipment cover**

### ✘ Malicious damage and theft

Loss or damage:

- caused with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days
- if the building is vacant, empty, abandoned or illegally occupied
- caused by you or any of your members, partners, directors, principals, employees, or any occupant at the premises

### ✘ Matching materials

Any additional costs resulting from the unavailability of matching materials and equipment.

### ✘ Scorching

Loss or damage caused by scorching.

- ➔ *E.g. There is no cover for damage caused by a burning cigarette that is dropped on a computer and burns it.*

### ✘ Sets and pairs

Remaining parts or items that are part of any set or pair.

- ➔ *E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.*

### ✘ Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- property undergoing any heating or drying process

### ✘ Retaining walls

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.



# STOCK

## What does STOCK refer to?

STOCK refers to the following goods which are used as part of your stated business activity:

- raw materials
- goods being manufactured or traded, and
- other goods for which you are responsible and which belong to other parties
  - ➔ *E.g. As an electrical repairer you will be responsible for the property of your clients while being repaired at your address.*

These items are only covered if they are noted on your schedule and are inside the building noted on your schedule. Optional cover is also available for stock designed to exist or operate outside the building.

- × Stock being transported must be covered under the Stock in Transit section.
- × Livestock is not covered in this section.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your stock items for their total cost price, this is the cost of replacing lost or damaged items with similar ones at the time of a claim.

- ➔ *E.g. As a clothing retailer, the cost price of your stock fluctuates based on exchange rate movements and fashion trends. This could mean that the cost to replace your stock at the time of a claim may be less than what you paid for it 18 months ago.*

The cost price must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe against further incidents
- taxes, duties and freight transport

Should you OUTsure any item for an amount less than its correct value, we will pay you proportionately.

It is your responsibility to update your OUTsured value.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for any period longer than 30 consecutive days
  - ➔ *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- the building is let or sublet
- any alterations, additions or improvements are made to the building

## Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

## Record keeping

Keep records of purchases, sales and stock takes.

## **WHAT IS COVERED under Stock cover**

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

✗ There is no cover for riverine flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to stock by leaking and bursting of water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

### ✓ Malicious damage

Damage caused maliciously, unless by theft.

### ✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller

### ✓ Power surges

Loss or damage caused by power surges and dips.

### ✓ Fire extinguishing charges

Charges or costs incurred to fight or extinguish the fire following an incident for which you can claim.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Theft

Loss of or damage caused by theft. The maximum amount you can claim per incident is noted on your schedule.

The total claim payment will be limited to the amount shown on your schedule unless there are visible signs of forced or violent entry to or exit from the building itself.

### ✓ Accidental damage

Damage caused accidentally for which more specific insurance has not been arranged or is not available in terms of this policy.

- ✗ Accidental damage does not cover damage:
  - caused by overheating, denting, chipping, scratching or cracking which does not affect the operation of the item
  - to furs, jewellery, precious and semi-precious metals and stones, curios, rare books, works of art, china, earthenware, marble and other fragile or brittle items

The maximum amount you can claim per incident is noted on your schedule.

### ✓ Deterioration of refrigerated stock

Damage to refrigerated stock in a fridge, freezer or cold room following:

- a mechanical or electrical breakdown
- an interruption of the public power supply

where the cooling unit was out of order for more than 24 hours uninterrupted.

The maximum amount you can claim per incident is noted on your schedule.

### ✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
- approval by OUTsurance

- ✗ There is no cover for damage relating to subsidence caused by:
  - excavations other than by mining activities
  - removal of or weakening of pillars
  - the poor compaction of soil used to fill areas under paving and floors

### ✓ Damage - Outside the building

Loss of or damage to stock items outside the building caused by any of the OUTsured incidents listed under WHAT IS COVERED under the Stock cover section. The OUTsured value of the stock outside the building is noted on your schedule. Should you OUTsure the stock outside the building for an amount less than its correct value, we will pay you proportionately.

### ✓ Theft - Outside the building

Loss of or damage caused by theft of stock items outside the building. The maximum amount

you can claim per incident is noted on your schedule.

## **WHAT IS NOT COVERED under Stock cover**

### **x Malicious damage and theft**

Loss or damage:

- caused with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days
  - *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- if the building is vacant, empty, abandoned or illegally occupied
  - *E.g. When all lawful occupants move out of the building it immediately becomes vacant.*
- caused by you or any of your members, partners, directors, principals, employees, or any occupant at the premises
- of property outside the building

### **x Matching materials**

Any additional costs resulting from the unavailability of matching materials and equipment.

### **x Scorching**

Loss or damage caused by scorching.

- *E.g. There is no cover for damage caused by a burning cigarette that is dropped on a computer and burns it.*

### **x Sets and pairs**

Remaining parts or items that are part of any set or pair.

- *E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.*

### **x Where any of the following cause or contribute to damage**

- volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- property undergoing any heating or drying process

### **x Stock outside the building**

Stock not designed to exist or operate outside.

### **x Retaining walls**

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.

# STOCK IN TRANSIT

## What does STOCK IN TRANSIT refer to?

STOCK IN TRANSIT refers to the following goods while they are being transported within South Africa and which are used as part of your stated business activity:

- raw materials
- goods being manufactured or traded
- other goods for which you are responsible and which belong to other parties

The stock must relate to your stated business activity.

➔ *E.g. If you stated that you are an electrical repairer, you will not be covered for transporting live stock.*

The transit starts when the items are being carried and loaded; it ends when the items have been delivered or off-loaded and received in a proper way by the receiver or owner of the goods. The transit also includes temporary storage (for a maximum period of 96 hours) of the vehicle carrying the stock.

- \* There is no cover for stock being transported by watercraft.
- \* Any money being carried must be covered under the Money section.
- \* Vehicles being towed must be covered under External Liability under the Public Liability section.
- \* There is no cover for livestock being transported.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your stock in transit for the maximum amount of stock you carry at any given time. This amount must be based on the cost price or the replacement value of lost or damaged items at the time of a claim.

The OUTsured value must also include:

- transport fees
- the replacement value of ropes, chains, tarpaulins, containers and packaging material used in connection with the transit
- fire extinguishing charges for which you are legally liable following the damage to your stock in transit
- salvage, recovery and debris removal costs following the damage to your stock in transit

Should you OUTsure any item for an amount less than its correct value, we will pay you proportionately.

It is your responsibility to update your OUTsured value.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Annual amount in transit

Ensure that your stated annual amount in transit is correct and always up to date, as the calculation of your premium is based on this amount.

## Important changes

Inform us immediately when the address where your stock is stored changes.

### **WHAT IS COVERED under Stock in transit cover**

✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for riverine flooding within the first seven days of cover.

✓ Vehicle accident

Loss or damage caused in a vehicle accident while the stock is being transported.

✓ Accidental damage

Loss or damage caused accidentally while the stock is being transported, loaded or off-loaded.

✓ Malicious damage

Damage caused maliciously, unless by theft.

### **Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Theft

Loss of or damage caused by theft.

If items are left at an unattended vehicle, the total claim payment will be limited to the amount shown on your schedule for loss or damage caused by theft of the stock in transit unless they are:

- concealed in the boot or completely enclosed and securely locked in a loading compartment, and there are visible signs that the vehicle was broken into
- concealed under tarpaulin covers. The maximum amount you can claim per incident is noted on your schedule if the following items are left under tarpaulin covers:
  - cell phones
  - computer equipment
  - audio/video equipment
  - photographic equipment
  - individual items worth more than R2 500
- stored in the loading area of a LDV with a canopy and the canopy's windows are covered with "smash-and-grab" safety film of at least 100 micron and with visibility of 35% or less. There must also be visible signs that the canopy was broken into to be fully covered. The maximum amount you can claim per incident is noted on your schedule if the following

items are left in the loading area:

- cell phones
  - computer equipment
  - audio/video equipment
  - photographic equipment
  - individual items worth more than R50 000
- housed overnight in a securely locked building and there are visible signs that the building or vehicle was broken into
  - ✘ There is no cover for theft by you or any of your members, partners, directors, principals, employees, or any occupant at the premises
- ✓ Third party carriers

Following an incident for which you can claim you are also covered when third party carriers are transporting the stock.

✓ Countries outside South Africa

Following an incident for which you can claim, you are covered when transporting stock while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

✓ Additional countries outside South Africa

Following an incident for which you can claim you are also covered when transporting stock while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Rwanda, Burundi, Angola and Zambia.

✓ Deterioration of refrigerated stock while in transit

Deterioration of refrigerated stock while in transit caused by a variation in temperature for a period of two consecutive hours or longer following:

- breakdown or malfunction of the refrigerated equipment or
  - incorrect electronic setting of the required temperature of the refrigeration unit by you or anyone responsible for transporting your stock. You or anyone responsible for transporting your stock needs to prove that an incorrect setting did occur
- ✘ There is no cover for:
    - goods transported in refrigerated shipping containers
    - any other incorrect setting such as airflow intake, outflow and/or circulation
    - the refrigeration unit running out of fuel

## **WHAT IS NOT COVERED under Stock in transit cover**

✘ Additional costs

There is no cover for any costs incurred due to the following:

- border post delays
- administration costs
- incorrect or expired entry permits or exit documents
- fines, duties or taxes

✘ Malicious damage and theft

Loss or damage:

- caused with your knowledge or consent, or

- caused by you or any of your members, partners, directors, principals, employees or any occupant at the premises
- × Unsecured stock  
Stock in transit which is not properly secured and covered.
- × Unroadworthy or overloaded vehicle  
Where the vehicle is:
  - involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
  - carrying or towing passengers, a load of goods or vehicles exceeding the capacity for which it was constructed or licensed to carry
- × Driving without a valid licence  
If you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household drive the vehicle:
  - without a valid driver's licence or permit
- × Driving under the influence  
If you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household who drives the vehicle:
  - is under the influence of alcohol or drugs
  - has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - refuses to give either a breath or blood sample
  - consumes any intoxicating liquor or drug having a narcotic effect after an accident while on the scene
- × Hazardous goods  
Where the vehicle is:
  - transporting any hazardous goods
  - carrying explosives
- × Cover given by other insurance contracts  
Loss or damage covered by any other insurance contract.
  - ➔ *E.g. If you import stock and a Marine insurance policy covers it until delivery to your warehouse, any claim for damage which occurred on route is not covered.*
- × Unlawfully leaving the scene of an accident  
If the vehicle is involved in an accident and you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household who drove the vehicle then leaves the scene of the accident unlawfully.



# MONEY

## What does MONEY refer to?

MONEY refers to your cash, cheques, postal and money orders, postage and revenue stamps, credit card vouchers, pre-paid vouchers, gift vouchers and other negotiable instruments. The money must be contained inside the building during your usual business hours at the address noted on your schedule.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for any period longer than 30 consecutive days
  - ➔ *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- the building is let or sublet
- any alterations, additions or improvements are made to the building

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

## WHAT IS COVERED under Money cover

Loss of or damage to money in a safe, strongroom, cash register or cash box.

The loss or damage must be caused by:

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion or earthquake

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for riverine flooding within the first seven days of cover.

✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to money by leaking and bursting of water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

✓ Theft

Theft and other malicious acts.

✓ Impact

Loss or damage caused by:

- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller

✓ Money containers and clothing

Loss of or damage caused by theft or attempted theft of money to:

- the money container (such as a safe, strongroom, cash register or cash box) containing the money
- clothing and other personal items

The maximum amount for which you can claim is noted on your schedule.

✓ Medical expenses

Medical expenses incurred by the person who is injured during the theft or attempted theft of the money while being transported. The maximum amount for which you can claim is noted on the schedule.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ After hours

Loss of or damage to money contained inside the building at the address noted on your schedule, where the incident occurred outside your usual business hours.

➤ *E.g. If your business already closed for the day and you or some of your employees are still busy working at the premises outside your usual business hours and a robbery occurs, we will cover the money under the optional after hours money cover.*

✓ Money in transit

Loss of or damage to money while being taken to or from the address noted on your schedule by a member, partner, director, employee or professional money carrier.

➤ *E.g. As a business owner you or any member, partner, director, employee or professional money carrier may need to collect and deliver money between your private residence, different business premises, clients and the bank. Wages that need to be paid to your employees at different business premises is also covered under the money in transit optional cover.*

## **WHAT IS NOT COVERED under Money cover**

### **\* Theft and fraud**

Loss or damage caused:

- with your knowledge or consent
- by you or any of your members, partners, directors, principals, employees, or any occupant at the premises
- by electronic means

### **\* Errors and omissions**

Shortages due to errors and omissions.

### **\* Access to money**

Where the keys, access code or other similar means of access to any safe, strongroom, cash register or cash box were obtained without force.

### **\* Counterfeit money**

Counterfeit money.

# OUT-OF-THE-OFFICE

## What does OUT-OF-THE-OFFICE refer to?

OUT-OF-THE-OFFICE refers to your possessions which are normally taken away from the address noted on your schedule by you, any member, director, partner, principal or employee. This includes plant and machinery.

➔ *E.g. Notebooks, GPS devices, cell phones, MP3 players and other portable equipment.*

- ✗ Mechanically propelled vehicles must be covered under the Vehicle section.
- ✗ Money and other negotiable instruments must be covered under the Money section.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess, any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your possessions for the replacement value of each item. This is the cost of replacing your lost or damaged items with similar ones.

Should you OUTsure the item for an amount less than its correct value we will settle the claim proportionately.

Should you OUTsure any item for an amount higher than its replacement value, we will settle your claim according to the actual replacement value of the item, as determined at the time of the claim.

The OUTsured value must include the costs of:

- demolition, dismantling and erection charges
- taxes, duties and freight transport

It is your responsibility to update your OUTsured value.

## Specifying OUT-of-the-Office items

Possessions OUTsured in this section fall into one of the following categories:

### Unspecified OUT-of-the-Office

As “unspecified” suggests, this covers a variety of items you carry with you. These may change from day to day and it would be impossible to list them each time you need them covered. These items are therefore automatically covered for the overall maximum value you choose. Within this overall limit there is a maximum value per item, which is noted on your schedule.

### Specified OUT-of-the-Office

This refers to any items valued at more than the individual limit per item for unspecified OUT-of-the-Office cover, with each item being specifically named and the value noted on your schedule.

## Where are you covered?

- ✓ OUT-of-the-Office items are covered anywhere in the world.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

## Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for any period longer than 30 consecutive days
  - ➔ *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- the building is let or sublet
- any alterations, additions or improvements are made to the building

## Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

## **WHAT IS COVERED under OUT-of-the-Office cover**

- ✓ Loss of or damage to unspecified and specified possessions.
  - ✗ Unspecified cover will only apply away from the address noted on your schedule.

## **Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

- ✗ There is no cover for:
  - betterment such as any alterations, additions, improvements or overhauls
  - loss or damage
    - recoverable under any maintenance or lease agreement
    - to consumable parts with a limited lifespan
    - caused by incorrect use or operation
    - caused by installation, servicing or repairs
    - caused by moving the property from one place to another

The maximum amount you can claim per incident is noted on your schedule.

### ✓ Reinstatement of data and programmes

Following an incident for which you can claim we will pay for the costs reasonably incurred for the reinstatement of data and programmes stored on the electronic equipment which are lost. The maximum amount payable is noted on your schedule.

- ✗ The costs incurred due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and programmes are not covered.

## **WHAT IS NOT COVERED under OUT-of-the-Office cover**

### ✗ Additional costs

There is no cover for any costs incurred due to the following:

- border post delays

- administration costs
  - incorrect or expired entry permits or exit documents
  - fines, duties or taxes
- × Accidental damage to consumable parts

There is no cover for loss or damage if only consumable parts on an item is damaged. Accidental damage to consumable parts are only covered if the item itself is also damaged in the same incident.

➔ *E.g. If you are using a drill and the drill bit breaks at that time, there is no cover for the damage to the drill bit.*

× Theft and malicious damage

Loss or damage caused maliciously by you or any member, partner, director, principal, employee or any occupant at the address, or which occurs with your knowledge or consent.

× Loss or damage to goods

While the goods are in the possession of any other person or business and are being transported, cleaned, repaired, worked on or for sale.

× Sets and pairs

Remaining parts or items that are part of any set or pair.

➔ *E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.*

× Items inside a vehicle

If items are left inside the vehicle and there is no one in the vehicle, the total claim payment will be limited to the amount shown on your schedule for loss or damage caused by theft of these items unless they are:

- concealed in the enclosed storage areas such as the cubby-hole, boot or under retractable or removable boot covers. (This does not apply to baby or toddler seats.) The total claim payment will be limited to the amount shown on your schedule for goods left in the open. There must also be visible signs that the vehicle was broken into to be fully covered
  - ➔ *E.g. Items left in the vehicle that are in view of passers-by are very likely to be stolen.*
- stored in the loading area of a LDV and are concealed under hard-wearing, lockable load covers. There must also be visible signs that the load cover was broken into to be fully covered. The total claim payment will be limited to the amount shown on your schedule when items are concealed under canvas covers
  - ➔ *E.g. Items stored under canvas load covers of a LDV are less secure and more likely to be stolen, whereas a sturdier lockable cover offers greater protection.*
- stored in the loading area of a LDV with a canopy and the canopy's windows are covered with "smash-and-grab" safety film of at least 100 micron and with visibility of 35% or less. There must also be visible signs that the canopy was broken into to be fully covered. The maximum amount you can claim per incident is noted on your schedule if the following items are left in the loading area:
  - cell phones
  - computer equipment
  - audio/video equipment

- photographic equipment
- individual items worth more than R100 000

× Racks, carriers and other items on a vehicle

Theft of:

- racks or carriers unless they are secured to the vehicle
- items on racks or carriers unless secured to it
- bicycles unless locked to the racks or carriers

× Retaining walls

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.

× Veld fires

There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

× Riverine flooding

There is no cover for riverine flooding within the first seven days of cover.

# WATERCRAFT

## What does WATERCRAFT refer to?

WATERCRAFT refers to any motorboat, ski boat or wet bike which consists of the hull, motors, machinery, equipment, standard fittings and accessories that would normally be sold with it.

The watercraft trailer must be OUTsured under the Vehicle section. The craft you have OUTsured is noted on your schedule.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, betterment or depreciation and under-OUTsurance.

You need to OUTsure the craft for its reasonable market value.

It is your responsibility to update your OUTsured value.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to:

- inform us immediately if the address where the craft is kept, as noted on your schedule, changes
- ensure that anyone navigating the craft is competent to do so and adheres to the terms and conditions of this policy as well as the rules and regulations applicable to the specific waters where the craft is used

## Watercraft use

The craft is only covered if it is used exclusively for private or social purposes.

## In which countries are you covered?

Your craft is covered in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

## Where are you covered?

The craft is covered when it is:

- ashore
- afloat on inland waters or on coastal waters within a 20 km distance off the coasts of South Africa, Mozambique and Namibia
- being transported by land, sea or air

## WHAT IS COVERED under Watercraft cover

### ✓ Loss of or damage to the craft

Loss or damage caused:

- accidentally or intentionally (including theft, hijack, attempted theft or attempted hijack), or
- by fire, explosion, earthquake, storm, hail, flood or snow



✓ Motors

Loss of or damage to motors, machinery or batteries and their connections are only covered if the craft is stranded, sinks, burns or collides.

✓ Sails and protective covers

Sails and protective covers, which are split or blown away by wind are only covered when:

- the craft is stranded
- the spars to which they are fastened are damaged

✓ Salvage costs

Following an incident for which you can claim, the reasonable cost of:

- reducing or preventing further damage to the craft
- trying to find the craft if it is stranded, collides or sinks

✓ Medical expenses

Following an incident for which you can claim, we will pay the medical expenses incurred by any passenger of the vehicle. The maximum amount that you can claim for per incident is noted on your schedule.

✓ Accessories

Accessories are covered during use with the watercraft or when stored with the watercraft up to the value noted on your schedule.

✓ Liability to other people

You and the members of your household are covered for legal liability following a watercraft accident which caused death or bodily injury to other people or damage to their property. The maximum amount you can claim per accident is noted on your schedule. This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

## **WHAT IS NOT COVERED under Liability to other people**

- \* Liability to members of your household, any of your employees, or any fare-paying passengers.
- \* Liability of any person being towed by the craft.

## **Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ OUT-in-Africa

Refer to the OUT-in-Africa attachment to your schedule.

## **WHAT IS NOT COVERED under Watercraft cover**

\* Intentional loss or damage

Loss of or damage to your watercraft:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of

your household or the regular driver

× Theft without force

Theft or attempted theft of:

- machinery, equipment, fittings and accessories that occurs without visible signs of force
- the outboard motor if it is not securely bolted or chained to the craft

× Faulty construction and repair

Loss, damage or injury caused by:

- any defect in the design or construction of the watercraft
- faulty repair work or maintenance

× Motors

Loss of or damage to the outboard motor if it drops off or falls overboard.

× Accessories not stored with the watercraft

Accessories stored at a different location to the watercraft is not covered.

- *E.g. GPS devices used with the watercraft but also in a motor vehicle cannot be covered under watercraft, and has to be specified under the OUT-of-the-Office section.*

# BUSINESS INTERRUPTION

## What does BUSINESS INTERRUPTION refer to?

BUSINESS INTERRUPTION refers to the financial loss you suffer following interruption of your business.

- *E.g. Your profits may reduce substantially following fire damage at your OUTsured premises. It may take several months for the damage to be repaired and for your business to return to normal operation.*

The interruption must be as a result of a loss that gives rise to a valid claim for Buildings, Contents, Electronic Equipment, OUT-of-the-Office or Stock which you have OUTsured with us. The loss must have occurred in the course of your business and at the premises noted on your schedule.

## Specifying the losses you want to cover

You can OUTsure the following financial losses:

- your fixed expenses payable following the interruption of your business
- your loss of operating profit as a result of a reduction in your turnover following the interruption of your business
- additional working expenses you incur following the interruption of your business

The losses you want to OUTsure are only covered if noted on your schedule.

## The indemnity period

The indemnity period is noted on your schedule and is the maximum length of time you anticipate it would take your business to return to expected levels of turnover following an interruption to your business.

- *E.g. Your turnover could decrease from R100 000 per month to R20 000 per month following damage at your premises. We will use your financial budget, management accounts, VAT returns, etc. to determine what the turnover would have been if the damage did not occur. Once your turnover reaches this level, or the number of months stated on your schedule has expired, the indemnity period ends.*

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance or under-OUTsurance.

It is important that you OUTsure your Business Interruption cover for the correct OUTsured value based on:

### Fixed expenses

This is the total amount of fixed expenses that you incur per month.

- *E.g. Fixed expenses are those expenses you incur which do not vary in relation to changes in your turnover, for example your monthly rent.*

### Operating profit

This is the operating profit that you generate per month. We define operating profit as your earnings before interest, tax and depreciation.

### Additional working expenses

This is the maximum amount of additional expenses necessary and reasonably incurred for the sole purpose of avoiding or diminishing the loss of profit which would otherwise have been lost as a result of the damage.

- *E.g. You can specify R100 000 in additional working expenses, which you can spend on reasonable additional advertising cost if it will avoid or diminish your loss of profit.*

Should you OUTsure your Business Interruption for an amount less than its correct value, we will pay you proportionately.

It is your responsibility to update your OUTsured value.

### **Calculating your claim amount**

In order for us to calculate your financial loss, you must supply us with all the information we require, including your financial budgets, management accounts and statutory financial returns (including income tax and VAT returns).

The calculation of your claim amount, for each of the different financial losses, will be based on the following:

#### Fixed expenses

The fixed expenses payable during the indemnity period, to the extent that your turnover dropped below its normal levels following the interruption of your business.

- *E.g. If your monthly fixed expenses are normally R20 000 and your turnover dropped by 50%, we will compensate you for R10 000 in fixed expenses.*

Your claim amount will be reduced by any savings in fixed expenses, such as staff retrenchments and reduced rent. Your claim amount will also be reduced by any operating losses you incurred prior to the incident.

Any increase in your fixed expenses following the interruption of your business is not covered, unless incurred with our consent in order to avoid or diminish the loss of profit.

#### Operating profit

The reduction in operating profit during the indemnity period, to the extent that your turnover dropped below its normal levels following the interruption of your business.

Claim payments made towards your fixed expenses will be taken into account when calculating your operating profit claim.

- *E.g. If your monthly operating profit was expected to be R100 000, and your turnover dropped by 50%, we will compensate you for R50 000 in operating profit.*

### Additional working expenses

The additional working expenses incurred with our consent during the indemnity period.

### **Your responsibilities**

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

#### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for any period longer than 30 consecutive days
  - *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- the building is let or sublet
- any alterations, additions or improvements are made to the building

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principal or any occupant at the premises comply with the terms and conditions of this policy.

## **WHAT IS COVERED under Business interruption cover**

Financial loss suffered during the indemnity period following interruption of your business. The interruption must be as a result of damage which gives rise to a valid claim for your Buildings, Contents, Electronic Equipment or Stock (as defined in the relevant sections of the policy), at the premises noted on your schedule, caused by:

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake

✘ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✘ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

✘ There is no cover for riverine flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused by leaking and bursting of pressurised water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

### ✓ Power surges

Loss or damage caused by power surges and dips.

### ✓ Malicious damage

Damage caused maliciously, unless by theft.

### ✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them

- vehicles
- falling trees and trees cut down by a professional tree feller

✓ Access to your premises

Damage to any property within a 10 km radius of your premises, caused by any of the covered perils listed under WHAT IS COVERED or Optional cover selected which results in access to your premises being prevented. The prevention of access must persist for an uninterrupted period of more than 24 hours.

➔ *E.g. A flood causes damage to the only access road to your business, preventing your clients from shopping at your store. Your turnover will therefore drop and you are entitled to claim for this as a business interruption loss.*

✓ Public supplies and telephone services

An interruption of the public supply of electricity, telephone services, water, sewerage or gas. The interruption must be caused by any of the covered perils listed under WHAT IS COVERED or Optional cover selected and must persist for an uninterrupted period of more than 24 hours.

✓ Future or postponed loss

Any future loss that may arise at a later date but that has been temporarily prevented due to your turnover being sustained by current accumulated stock.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged. The interruption must be as a result of damage which gives rise to a valid claim for your Buildings, Contents, Electronic Equipment or Stock (as defined in the relevant sections of the policy), at the premises noted on your schedule, caused by:

✓ Theft

Loss or damage caused by theft and attempted theft.

✓ Accidental damage

Damage caused accidentally for which more specific insurance has not been arranged or is not available in terms of this policy.

✗ Accidental damage does not cover damage:

- caused by overheating, denting, chipping, scratching or cracking which does not affect the operation of the item
- to furs, jewellery, precious and semi-precious metals and stones, curios, rare books, works of art, china, earthenware, marble and other fragile or brittle items

✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

✗ There is no cover for:

- betterment such as any alterations, additions, improvements or overhauls
- loss or damage
  - recoverable under any maintenance or lease agreement
  - to consumable parts with a limited lifespan
  - caused by incorrect use or operation
  - caused by installation, servicing or repairs
  - caused by moving the property from one place to another

The maximum amount you can claim per incident is noted on your schedule.

✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
- approval by OUTsurance
- ✗ There is no cover for damage relating to subsidence caused by:
  - excavations other than by mining activities
  - removal of or weakening of pillars
  - the poor compaction of soil used to fill areas under paving and floors

## **WHAT IS NOT COVERED under Business interruption cover**

✗ Financial loss following damage caused to

- Vehicles
- Stock in transit
- Money
- Out-of-the-Office items
- Property not OUTsured under this policy

✗ Malicious damage

Loss or damage caused:

- with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days
  - *E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.*
- if the building is vacant, empty, abandoned or illegally occupied
  - *E.g. When all lawful occupants move out of the building it immediately becomes vacant.*
- by you or any of your members, partners, directors, principals, employees, or any occupant at the premises
- of property outside the building

✗ Matching materials

Any additional costs resulting from the unavailability of matching materials and equipment.

✗ Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- property undergoing any heating or drying process

✗ Bad debts

Any operating losses or bad debts.

# PUBLIC LIABILITY

## What does PUBLIC LIABILITY refer to?

PUBLIC LIABILITY refers to damages which you are liable to pay following an incident which occurred in the course of or in connection with your business.

You can be held liable following the actions of any member, partner, director, principal or employee.

- *E.g. You own a cleaning service business. Your employee does not warn the public that the shop floor is wet. A shopper is injured when she slips and falls. You, as his employer, can be held legally liable for her injuries and medical expenses.*

The liability must arise in South Africa:

- at your premises, or
- from a contract of work executed, or
- from goods sold or supplied, or
- from a vehicle incident

The following have to be OUTsured under Optional cover and are only covered if noted on your schedule and the additional premium is charged:

- liability arising from defective workmanship
- liability for damages caused by your goods or products which occurs at premises other than your own
- liability for damages to property which is in your custody or control
- internal liabilities
- external liabilities
- trustees liability
- liability arising from veldfires

## Time periods

- The incident or initial cause must occur while you have cover with us.
- If you have selected Extended Retroactive cover, then you can claim for an incident or initial cause which occurred on or after the Retroactive Date noted on your schedule.
  - *E.g. If you were previously covered under a "Claims Made" policy, you will need Extended Retroactive cover in order to claim for an incident which occurred before your cover started with us. If you were covered under a "Losses Occurring" policy, you must claim from your previous insurer for an incident occurring before your cover started with us.*
- You must report any incident which may give rise to a claim within 30 days from the date of the incident or becoming aware of an incident.
- You must report the claim within 36 months following the incident or initial cause. In the case of minors, this period is extended to 12 months after the claimant has reached the age of majority.
- If your cover with us ends, you must report the incident which occurred while you were covered with us within 30 days from the date your cover ended.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance. The maximum amount payable for claims originating from the same cause or source is also limited to the OUTsured value.

The OUTsured value on the date of the incident or initial cause that gave rise to the claim will apply



to any claim payment. It includes any legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you, any of your members, partners, principals, directors, employees or any occupant at the premises need to observe the terms and conditions of the policy.

➔ *E.g. Your employees are also bound to the requirement of taking all reasonable steps to prevent or minimise damage or liability.*

## WHAT IS COVERED under Public liability cover

Where you are legally responsible for any of the following which occurs in the course of or in connection with your business:

### ✓ Death, illness or injury

Damages which the OUTsured shall become legally liable to pay consequent upon accidental death, illness or bodily injury to any person.

\* There is no cover for death, illness or injury to members of your household, any employees or other service contract workers.

### ✓ Damage to property

Damages which the OUTsured shall become legally liable to pay consequent upon accidental loss of or damage to tangible property belonging to other people.

This includes property belonging to:

- any member, partner, director, principal or employee
- your landlord
- any visitor to your premises

\* There is no cover for property belonging to you or which is in your custody or control, except for property belonging to your landlord.

\* There is no cover for that part of any property on which the OUTsured is or has been working if such damage results directly from such work.

\* There is no cover for damage occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work.

### ✓ Additional legal defence costs

Legal defence costs arising from any criminal action brought against you or any member, director, partner or employee in the course of his occupation with you, in connection with the following Acts:

- The Occupational Health and Safety Act
- Compensation for Occupational Injuries and Diseases Act
- The Mines Health and Safety Act
- The Electricity Act or other Acts pertaining to the supply of electricity

All as read in conjunction with the Criminal Procedures Act.

The maximum amount you can claim is noted on your schedule.

✓ Wrongful arrest

Damages resulting from wrongful arrest, any associated assault and defamation. The maximum amount you can claim for is noted on your schedule.

✓ Security companies

If you enter into a contract with a security company, its personnel will be regarded as being your employees.

If the security company has its own Public Liability cover under another insurance policy, we will only pay the difference between your claim amount and the limit of cover under that policy.

✓ Pollution

Sudden, unforeseen and unintended pollution, contamination or seepage, including the clean-up costs.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Defective workmanship

Where you are legally liable for:

- any damage to property including that part of any property which the OUTsured has worked on, belonging to other people
- accidental death, illness or bodily injury to other people

arising from any defect, error or omission in your work which occurs after the completion and handing over of the work

× There is no cover for property which:

- belongs to you, or
- is in your custody or control unless the premises and structures (including contents), fixed plant and machinery are temporarily occupied or used by you for the purpose of performing the work

➔ *E.g. A plumber works on his client's geyser, completed the work and handed it over to his client. Because he did not properly fasten the water pipe to the geyser, water leaks from the geyser and causes damage to his client's ceilings and carpets. This damage caused by the plumber's defective workmanship is then covered.*

The maximum amount payable per incident is noted on your schedule. The maximum amount payable for the annual period of insurance which is based on the renewal date of your policy is noted on your schedule.

× There is no cover for:

- the cost of rectifying, repairing, altering or recalling defective work
- inefficacy of the work performed or work which did not produce the result anticipated
- defective design
- any work on any aircraft or its parts

➔ *E.g. A plumber is instructed by his client to repair his faulty geyser, which does not heat the water anymore. After replacing the thermostat the client expected the geyser to deliver*

*heated water, but the water is still cold. The work performed by the plumber therefore did not deliver the result anticipated, but has however not caused any damage to the client's property. This is therefore not covered under Defective Workmanship, as the plumber must simply rectify the work at his own expense.*

✓ Damage to property under your custody or control

Where you are legally liable for any damage caused while performing work to property belonging to other people which is in the custody or control of the OUTsured.

- ✘ There is no cover for:
  - property which belongs to you
  - damage to any underground cables, pipes and conduits caused while digging trenches unless specifically specified on your schedule
  - there is no cover for that part of any property on which the insured is or has been working if such damage results directly from such work
  - there is no cover for damage occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work

✓ Defective products

Damage to property or accidental death, illness or bodily injury to other people that occurs away from your business premises and which is caused by goods or products sold or supplied in connection with your business.

The maximum amount payable per incident is noted on your schedule. The maximum amount payable for the annual period of insurance which is based on the renewal date of your policy is noted on your schedule.

- ✘ There is no cover for:
  - the cost of rectifying, repairing, altering or recalling defective products
  - the cost of demolition, breaking out, dismantling, rebuilding, supply and installation of goods or products and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products
  - defective design, formula, plan or specification, where you are responsible for any part of the manufacturing, packaging or preparation prior to sale
  - goods or products which did not produce the result stated or anticipated
  - any aircraft-related goods or products
  - injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by your business or on behalf of your business

✓ Internal liabilities

Damage to the vehicle

Damage caused to any vehicle belonging to another person which is in your custody and control or which forms part of your vehicle stock caused by:

- a collision on your premises involving the vehicle
- the use of a mechanical hoist or lift in your vehicle service area on your premises
- ➔ *E.g. If you operate a vehicle repair business, you may cause damage to a client's car when it is moved on the premises.*

The maximum amount you can claim for any incident is noted on your schedule.

### Liability to other people

Legal liability following a collision on your premises which causes damage to property belonging to other people. The collision must involve a vehicle which forms part of your stock or which is in your custody and control.

➔ *E.g. If you operate a vehicle repair business, one of your technicians may need to move a clients vehicle that you are busy working on and in the process they scratch a parked vehicle on the premises.*

The maximum amount you can claim for any incident is limited to the Comprehensive Public Liability insured value noted on your schedule.

- ✖ Internal liabilities does not cover any damage, liability or injury arising from any of the following:
  - Where you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household drive without a valid driver's licence or permit
  - Where the driver of the vehicle:
    - was previously denied renewal or continuation of insurance cover
    - uses the vehicle without authorisation
  - If you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household who drives the vehicle:
    - is under the influence of alcohol or drugs
    - has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
    - refuses to give either a breath or blood sample
    - consumes any intoxicating liquor or drug having a narcotic effect after an accident while on the scene
  - Liability where the vehicle claim was rejected. Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.
  - Vehicles, drivers or any liability which are covered by any other insurance contract.
  - Vehicles not noted in your stock register.

### ✓ External liabilities

#### Loss or damage to the vehicle

Loss or damage caused to any vehicle belonging to another person which is in your custody and control or which forms part of your vehicle stock. The loss or damage is covered where the incident occurs away from your premises.

➔ *E.g. As a vehicle dealer you may need to collect and deliver, test or demonstrate vehicles away from your business premises. While you are busy with a vehicle test drive, the client who is driving collides with another vehicle at a traffic light. The damage to the demonstration vehicle will be covered.*

The maximum amount you can claim for any incident is noted on your schedule.

## Liability to other people

Legal liability following an incident which occurs away from your premises involving a vehicle which forms part of your vehicle stock when property belonging to other people was damaged. Vehicles belonging to your clients that are in your custody and control will also be included.

➤ *E.g. As a vehicle dealer you may need to collect and deliver, test or demonstrate vehicles away from your business premises. While you are busy with a vehicle test drive, the client who is driving collides with another vehicle at a traffic light. The damage to both vehicles will be covered.*

The maximum amount you can claim for any incident is limited to the Comprehensive Public Liability insured value noted on your schedule.

- ✗ External Liabilities cover shall only apply when the vehicle is being used for any of the following:
  - for your stated business activity by you, members of your household, any director or any permanent employee
  - for demonstration purposes, including where the vehicle is driven by the person to whom it is being demonstrated, provided that the person is accompanied by a fully licensed driver being you, or any members of your household, any director or any permanent employee. Motorcycles and motor scooters are however covered for demonstration purposes without the driver being accompanied
  - for social, domestic and pleasure purposes by you, or any members of your household, any director or any permanent employee
- ✗ External liabilities does not cover any loss, damage, liability or injury arising from any of the following:
  - Where you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household drive without a valid driver's licence or permit
  - Where the driver of the vehicle:
    - was previously denied renewal or continuation of insurance cover
    - uses the vehicle without authorisation
  - If you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household who drives the vehicle:
    - is under the influence of alcohol or drugs
    - has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
    - refuses to give either a breath or blood sample
    - consumes any intoxicating liquor or drug having a narcotic effect after an accident while on the scene
  - Where the vehicle is used for:
    - racing or competition
    - driving instruction for which the driver receives payment
    - carrying explosives
  - Where the vehicle is:
    - involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
    - carrying a load of passengers, goods or vehicles exceeding the capacity for which it was constructed or licensed to carry

- Damage to the vehicle:
  - caused intentionally by you, members of your household, or
  - which occurs with your or members of your household's knowledge or consent
- Theft caused by you, any of your members, employees, partners, directors, principals or any occupant at your premises.
- Liability for accidental death, illness or bodily injury or emotional shock. Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability of death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.
- Liability where the vehicle claim was rejected. Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.
- Theft of accessories and spares unless the whole vehicle is stolen.
- Vehicles, drivers or any liability which are covered by any other insurance contract.
- Vehicles not noted in your stock register.

✓ Trustees liability

Damages for which the policy holder or any associated trustees are legally liable arising from any wrongful act.

The maximum amount payable per incident is noted on your schedule. This is also the maximum amount payable for the annual period of insurance which is based on the renewal date of your policy.

A wrongful act is any actual or alleged breach of trust or duty, neglect, error, misstatement, misleading statement, or omission committed by a trustee who acts in his capacity as trustee for the policy holder.

- ✗ There is no cover for:
  - any liability for the payment of VAT
  - any remuneration or other monies to which the policy holder or trustees are legally entitled
  - any trustees committing any wrongful acts knowing such actions to be illegal, fraudulent or of malicious intent, however this shall not apply to any innocent party affected by such acts

✓ Veldfires

Damage or bodily injury caused by the spreading of a veld- or forest fire.

The maximum amount you can claim for any incident is noted on your schedule.

- ✗ There is no cover if you, members, employees, partners, directors, principals, or any occupant at the premises do not comply with legislation such as the National Veld and Forest Fire Act.

## **WHAT IS NOT COVERED under Public liability cover**

✗ Vehicles

Liability arising from the ownership, possession, maintenance, repair, operation or use of mechanically propelled vehicles, trains, rolling stock, aircraft or watercraft, unless where used as tools of trade which do not fall in the scope of vehicle insurance.

This exclusion does not apply to the optional Internal and External Liabilities cover.

\* Legal action outside South Africa

Any amounts awarded by a court of first instance outside of South Africa.

\* Cover given by legislation or other insurance contracts

Liability which falls in the scope of legislation.

\* Liability arising from

- any incidents or potential liability claims which you were aware of when your cover started with us
- any advice or treatment of a professional nature
- liability resulting from the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos
- damage caused by blasting, vibration or by the removal or weakening of or interference with support to any land, building or other structure
- burst dam walls
- the use of weapons or firearms
- the ownership, hire or leasing of any airport, airstrip or helicopter pad
- the ownership, possession, maintenance, operation or use of aircraft or an airline
- the refuelling of aircraft
- work done by sub-contractors unless specifically noted in your schedule
- a storm, wind, rain, hail or snow

\* Fines and penalties

Fines, penalties and punitive damages.

# EMPLOYEE DISHONESTY

## What does EMPLOYEE DISHONESTY refer to?

EMPLOYEE DISHONESTY refers to cover for losses following:

- acts of fraud by your employees or
- theft of items, OUTsured under the policy, by your employees

Employees refer to your permanent employees and service contract workers over whom you have control and whose performance you can direct in the course of your business. This includes any of your members, partners, directors or principals who are also your employees.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess, any dual insurance and under-OUTsurance.

Where the claim is due to the actions of any of your members, partners, directors or principals, the amount payable will be reduced by the extent of that person's participation or shareholding in the business.

## Your responsibilities

### Contact information

You need to keep up to date information of the identification, address and contact details of all your employees. This will assist us in contacting employees who may be involved in any acts of fraud or theft.

### Important changes

You need to specify the correct number of employees and should ensure that this number remains up to date. The calculation of your premium payable is based on this number. Should the number of employees specified on your schedule be less than your actual number of employees, you will be compensated on a proportional basis.

- ➔ *E.g. If the number of employees specified on your schedule is 20 and you actually have 40 employees, you will be compensated for 50% of your loss.*

You need to inform us immediately about material changes to the nature of your employees' work.

- ➔ *E.g. If your business activities expand from a mere administrative business to one where you buy and sell electronic equipment, you will have greater exposure to internal theft.*

### Reporting incidents

You need to report any incident which may give rise to a claim to the police within 24 hours of becoming aware of it. You also have to lay criminal charges against the employees involved which you cannot later withdraw.

## WHAT IS COVERED under Employee dishonesty cover

### ✓ Theft

Loss of money or property belonging to you, or for which you are responsible, stolen by any employee.



✓ Fraud

Loss as a result of fraud by any employee who obtains direct financial gain by these actions.

**WHAT IS NOT COVERED under Employee dishonesty cover**

\* Items not covered under the policy

Items not covered under this policy will not be covered for employee dishonesty incidents.

\* Time periods

▪ Incidents discovered or reported:

- more than 24 months after their occurrence
- more than 12 months after this cover ended or after the employment of any involved employee ended

\* Losses incurred from the time that you became aware that any employee committed fraud or theft.

# PERSONAL ACCIDENT

## What does PERSONAL ACCIDENT refer to?

PERSONAL ACCIDENT refers to cover for your members, partners, directors, principals or employees noted on your schedule. They are covered for death or disability directly caused by an accident occurring anywhere in the world, provided that death or disability occurs within 12 months of this injury.

Only people between the ages of 14 and 70 can be covered.

## Categories of cover

You can select cover on any of the following basis:

### Named person basis

Each person is specifically noted on your schedule.

### Department/position basis

Each department or position, with its respective number of people, is specifically noted on your schedule.

## The OUTsured value

The OUTsured value for each category of Personal Accident cover is noted on your schedule and is the maximum amount we will pay for any claim or series of accidents arising from one cause.

## Your responsibilities

### Specifying your number of employees

Ensure that your stated number of employees is correct and always up to date, as the calculation of your premium is based on this amount.

### Responsibilities of your employees

Ensure that any of your employees, members, partners or directors comply with the terms and conditions of this policy.

## WHAT IS COVERED under Personal accident cover

- ✓ Death directly caused by an accident. This includes presumption of death (determined by a court) following disappearance after an accident involving any vehicle, air- or watercraft in which the person was travelling.
- ✓ Permanent disability directly caused by an accident. The benefit table is noted on your schedule.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

- ✓ Temporary total disability

Temporary total disability directly caused by an accident where the person is unable to perform

his/her usual work or occupation. The maximum amount and payment period are noted on your schedule.

Your claim payment will be reduced by any compensation payable under any legislation.

## **WHAT IS NOT COVERED under Personal accident cover**

### **✘ Death or disability caused by:**

- suicide, attempted suicide or any intentional self injury
- insanity
- any disease passing from one person to another
- any existing physical defect or infirmity
- pregnancy or childbirth
- being under the influence of alcohol or drugs
- provoking assault, breaking the law or disturbing the peace
- participation in any defence, correctional or security services
- an accident which occurs while you are travelling in, getting on or off any aircraft unless:
  - it is licensed to carry passengers
  - a registered transport company owns it
  - you are a fare-paying passenger
- an accident which occurs while you are taking part in off-road motorcycling, any kind of speed contest other than on foot, aeronautics, hang-gliding, skydiving, parachuting, mountaineering where the aid of guide ropes is required, rock climbing, game hunting, hurdling, steeple chasing, polo, professional sports, snow or ice sports, racing with power-driven vehicles or watercraft or aircraft, martial arts, bungee jumping, scuba and deep diving
- mining or using explosives unless as part of your stated business activity

# EMPLOYER'S LIABILITY

## What does EMPLOYER'S LIABILITY refer to?

EMPLOYER'S LIABILITY refers to damages which you are liable to pay to an employee following an incident which occurred in the course of or in connection with this person's employment with you.

You can be held liable following the actions of any member, partner, director, principal or employee.

## Time periods

- The incident or initial cause must occur while you have cover with us
- You must report the claim within 36 months following the incident or initial cause
- If your cover with us ends, you must report the incident which occurred while you were covered with us within 30 days from the date your cover ended

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess, and any dual insurance and under-OUTsurance. The maximum amount payable for claims originating from the same cause or source is also noted on your schedule.

The OUTsured value on the date of the incident or initial cause that gave rise to the claim will apply to any claim payment. It includes any legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you.

## Your responsibilities

### Your representatives

In order to have continuous cover and to have a valid claim, you and anyone representing you need to observe the terms and conditions of the policy.

- ➔ *E.g. Your employees are also bound to the requirement of taking all reasonable steps to prevent or minimise damage or liability.*

### Important changes

You need to specify the correct number of employees and should ensure that this number remains up to date. The calculation of your premium payable is based on this number. Should the number of employees specified on your schedule be less than your actual number of employees, you will be compensated on a proportional basis.

- ➔ *E.g. If the number of employees specified on your schedule is 20 and you actually have 40 employees, you will be compensated for 50% of your loss.*

## WHAT IS COVERED under Employer's liability cover

- ✓ Where you are legally responsible for accidental death or illness of, or bodily injury to any employee or service contract worker which occurs in the course of or in connection with that person's employment with you.

## **WHAT IS NOT COVERED under Employer's liability cover**

× Legal action outside South Africa

Any amounts awarded by a court of first instance outside of South Africa.

× Cover given by legislation or other insurance contracts

Liability which falls in the scope of legislation.

× Liability arising from

- vibration or by the removal or weakening of or interference with support to any land, building or other structure
- construction, maintenance and demolition of towers, steeples, chimney shafts, dams, cofferdams, bridges and viaducts
- mines (aboveground, underground and underwater), collieries and all services in connection with quarries, tunneling, including excavation work in connection with any of the foregoing
- the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos
- the use of weapons or firearms
- the ownership, hire or leasing of any airport, airstrip or helicopter pad
- the refuelling of aircraft
- underwater work, ship crews, off shore employees
- shipbuilding and repairing
- dockside work, stevedoring, dockers or harbour workers, wharf-age, quay and marine surveying
- professional sports teams
- radioactive contamination

× Fines and penalties

Fines, penalties and punitive damages

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