

Confidential

**Policy Schedule
Contractors All Risk**

In consideration of the premium having been paid by or on behalf of the Insured to the Insurers for the insurance described herein.

The Insurers each for their own party agree to indemnify the Insured subject to the terms contained herein or attached hereto or as amended by endorsement hereon.

This Schedule replaces all previous schedules and must be read in conjunction with the official Policy Wording.

POLICY HOLDER DETAILS

Policy Number: CAR140265

The Insured:

- | | | |
|----|--------------------------|---|
| 1. | As the Employer | 1.1. University of Pretoria |
| | | 1.2. their subsidiary and/or associated companies and organizations including Divisions and Companies in which they have direct or indirect control and organizations or persons for whom any of the above undertake to arrange insurance including consortia joint ventures and partnerships |
| 2. | As the Contractor | 2.1. The Employer to the extent that the Employer undertakes work in connection with the Insured Contract |
| | | 2.2. Contractors undertaking work in connection with the Insured Contract |
| | | 2.3. To the extent required or provided for by contract or agreement: |
| | | 2.3.1 sub-contractors undertaking work in connection with the Insured Contract |
| | | 2.3.2 transporters and persons providing a storage facility in respect of liability loss or damage arising out of the Insured Contract |
| | | 2.3.3 All Consultants, Sub-consultants, Contractors and Sub-contractors, other parties responsible for the provision of any services, suppliers, vendors, manufacturers or other advisors or consultants appointed in respect of the Insured Contract in respect of liability loss or damage arising out of performance of the Insured Contract |

For their respective rights & interests

VAT registration number: 4610117774

Company Registration Number: N/A

Postal /Physical Address: Hillcrest, Pretoria, 0002

BROKER DETAILS

Broker: Marsh [Pty] Ltd [TERISA]
Postal Address: P O Box 2435, Pretoria, 0001
Physical Address: 189 Clark Street, Brooklyn, 0181
Email: Mondy.Chikane@marsh.com
Work: [012] 748-5528

INSURER DETAILS

The Insurer: Guardrisk Insurance Company Limited
VAT registration number: 4250138072
FSP number: 75

POLICY DETAILS

Payment Frequency: Annual

Period of Insurance:

- From 01 January 2024 to 31 December 2024 (both dates inclusive)
- Any subsequent periods for which this Policy may be renewed or extended
- Followed by the maintenance or defects liability period as may be defined in the Insured Contract documents but not exceeding 24 months
- Where it has been agreed with the Insurers in respect of any Insured Contract commenced or tenders awarded prior to the inception of this Policy which was insured under any other policy or policies shall be deemed to be insured in terms of this Policy provided that

the Insured shall provide the Insurers with a detailed schedule of all such contracts within 30 days of commencement of this Policy

This policy shall not provide maintenance or defects liability indemnity in respect of Insured Contracts completed prior to the inception of this Policy

Territorial Limits: The area which constitutes the Republic of South Africa and to extent permitted by the applicable Insurance Acts the Territories of Namibia Lesotho Swaziland Botswana Zimbabwe and Mozambique.

PREMIUM

In respect thereof 100% renewal Premium due to Insurer as follows:

Annual Premium	R	364,291.90	Exclusive of VAT
VAT @ 15%	R	54,643.78	
Total Premium	R	418,935.68	Including VAT & Commission

Broker Commission @ 20% R 83,787.14

60% Deposit premium due to Insurers as follows subject to General Condition 12:

Annual Premium	R	218,575.14	Exclusive of VAT
VAT @ 15%	R	32,786.27	
Total Premium	R	251,351.41	Including VAT & Commission

Broker Commission @ 20% R 50,272.28

Deposit Premium: 60/40 Basis

The premium reflected in [1] above is the full annual renewal premium.

If the annual aggregate of losses does not exceed 60% of the deposit premium, the deposit premium will be regarded as the full annual premium.

If, however, the annual aggregate of losses does exceed 60% of the deposit premium, then the 40% balance of the annual premium becomes due immediately.

Minimum premium retention 75% or R12,500.00 whichever is the greater

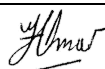
Insurer Signature

In witness whereof this Policy has been signed on behalf of the Insurers:

Insurers: Guardrisk Insurance Company Limited
Company Registration Number: 1992/001639/06
VAT Registration Number: 4250138072

Date: 15 January 2024

Signature:





For policy valuation purposes all amounts stated in the policy including sums insured, limits of cover and deductibles, are expressed inclusive of VAT at 15%. For clarity it is noted that in cases where a deductible is expressly recovered by the Insurer from the Insured the deductible amount in terms of the policy so recovered does not constitute a consideration as defined in the VAT Act and such has no VAT consequence.

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively.

NOTE TO THE INSURED

At first issue of this policy (or any section hereof) please check to ensure that all pages of all included sections are contained in this document.

It is important that these documents be carefully checked to ensure that they meet with your full approval.

The content of this schedule and the applicable policy wording will be the basis upon which any claim arising in the future will be settled.

Where a premium field within the content of this schedule does not have a premium included or where the cover is not specifically stated as being included, cover for this particular class of risk is not in force. If cover or a quotation for such excluded risk is required please request this from the intermediary in writing.

All Sums Insured/Limits of Indemnity/Compensation specified within this Policy Schedule are inclusive of VAT.

I acknowledge that the sharing of insurance information for underwriting and claims purposes (including credit information) between insurers is in the public interest as it enables insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums.

On my own behalf and on behalf of any person I represent herein, I hereby waive my right to privacy with regard to underwriting or claims information (including credit information) that I provide or that is provided by another person on my behalf in respect of any insurance policy or claim made or lodged by me.

Noting of Conditions

It is hereby declared and agreed that:

Excluded contracts

1. Contracts involving offshore technology
2. Where at commencement the estimate Final Contract Value exceeds the Policy Limit
3. Where at commencement the anticipated construction period exceeds 24 months
4. Involving work in or on waterborne vessels or aircraft
5. On an existing airport runway or airstrip or in or on any craft
6. Involving harbours, jetties, piers, wharfs, dams, canals, water channels, tunnelling, shaft-sinking, underground work and bridges over major watercourses

Unless agreed by endorsement.

Warning

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Keep notes of what is said to you.
- Don't be pressurised to buy the product.
- Incorrect information or non-disclosure by you of relevant facts may prejudice claims settlement.

How to institute a claim

1. Notify your intermediary as per details below
2. The notification period is stipulated in your Policy Wording
3. A claim form will be handed, e-mailed or posted to you as per your instruction
4. Please complete and return this claim form to your intermediary
5. Our claims department will attend to your claim
6. Should you experience any difficulties, please contact your intermediary for further assistance

Contractors All Risk

Effective Date:

01 January 2024

Section 1 – Material Damage

Estimated Annual Turnover: R 698,226,141

Insured Contracts:

Any standard construction, renovation and alteration works or undertaking (as may be more fully described in contract documents) or work by or for or on behalf of the Insured and occupation or use thereof (including to the extent not otherwise insured any undertaking awarded or commenced prior to inception of the Period of Insurance) provided that such undertaking or work is not an Excluded Contract which are any undertaking or work:

- a. with an Estimated Contract Value at award not exceeding R 100,000,000
- b. with an Estimated Construction Period at award not exceeding 36 months
- c. on an existing airport runway or airstrip or in or on any aircraft
- d. in or on waterborne vessels
- e. involving harbours, jetties, piers, wharfs, dams, canals, water channels, tunnelling, shaft-sinking, underground work and bridges over water courses
- f. involving the installation of plant intended for the processing of hydrocarbons which term shall include but not be limited to plant intended for the processing of petrochemicals ammonia fertilisers and the like and shall be deemed to include any plant which for its commercial operation requires exothermic reaction by the introduction of catalysts

Notwithstanding contracts excluded in terms of a) above, such Excluded Contracts shall be held covered in terms of this Policy for 60 (sixty) days from the time work shall have commenced at any relevant Contract Site.

It is however a condition precedent to the liability of the Insurers under this Policy, in respect of claims arising out of the execution of work under such Excluded Contracts, that full details of such work together with such further information as the Insurers may reasonably require shall be provided by the Insured within 30 (thirty) days of the commencement of such work.

On receipt of such information the Insurers shall advise the Insured of the required terms which shall apply to such work, if the Insured declines to accept the terms then such declinature must be notified to the Insurers within 30 (thirty) days of the receipt of such details from the Insured or otherwise they shall be held to apply mutatis mutandis.

In the event of a claim occurring prior to agreement on terms then such claim shall be assessed on the normal terms of the Insurers for contracts of a similar nature.

CONTRACT SITE

Any location within the Territorial Limits where work in terms of the Insured Contract is undertaken together with so much of the surrounding area as is required for the performance of the Insured Contract(s).

General

Limits if Indemnity

VAT Inclusive

Claims Preparation Costs

R 1,000,000

SECTION I – CONTRACT WORKS INSURANCE SECTION

CONTINGENCY COVER – (EMPLOYER)

Difference in conditions – limit of indemnity

Included subject to the Sums Insured, Limits and Sub-Limits of this policy

Difference in excess – limit of indemnity

R 50,000

THE SUM INSURED

The Sum Insured for the Indemnity in respect of any one occurrence or series of occurrences attributable to one original cause shall not exceed the Estimated Contract Value plus the value of Free Issue Materials for which the Insured is responsible

It is however agreed that the Sum Insured shall be increased in respect of

- a. Contract Escalation in the event of an increase in the Insured Contract value or value of work during the period of the Insured Contract, by an amount equal to but not exceeding 25% of the Sum Insured
- b. Post Loss Escalation in the event of the indemnity to be provided hereunder following loss or damage exceeding the sum of the Sum Insured plus Contract Escalation, by an amount equal to but not exceeding 25% of the Sum Insured
- c. Devaluation in the event of devaluation of the South African currency against the currency of the country of origin occurring after commencement of the Insured Contract, by an amount equal to but not exceeding 25% of the Sum Insured

Clauses and Extensions

1. Additional Costs

In respect of:

- a. Cost and Expenses – Indemnifiable Loss or Damage to Property Insured R5,000,000
- b. Expediting Measures (a) R50,000 in respect of any claim not exceeding R100,000 or
50% of the amount which the repair replacement or reinstatement would have cost had such additional expenses not been incurred in respect of any claim exceeding R100,000
- c. Costs and Expenses – No Indemnifiable Loss or Damage to Property Insured R5,000,000

2. Surrounding Property	R5,000,000
3. Off Site Storage	R3,000,000
4. Fire Brigade / Public Authority	R2,500,000
5. Public Authority Reinstatement	R2,500,000
6. Records	R2,500,000
7. Removal to Gain Access	R2,500,000
8. Road Reserve and Servitude	R2,500,000
9. Protection of Property	R500,000

Such costs shall be in addition to any maximum limit or sum for which the Insurers may otherwise be liable in terms of this Policy.

Testing Period	60 days [not necessarily consecutive]
Maintenance Period	24 months
Open Trench Limitation	1,000 Linear Metres
Open Base / Sub Base Limitation	12,000 m ² (Metres Square) ²

Deductibles

Deductibles (contract value not exceeding R10,000,000)

1. arising out of storm (which term shall include rain tempest wind or flood) subsidence collapse earthquake or earth tremor to in respect of i) & ii)
 - i. Civil and earthworks construction R5,000
 - ii. All other works R5,000
2. due to theft of any attempt thereat R5,000
3. arising during testing or commissioning R5,000
4. arising from any other cause R5,000
5. to Surrounding Property R5,000

Deductibles (contract value between R10,000,000 and R20,000,000)

1. arising out of storm (which term shall include rain tempest wind or flood) subsidence collapse earthquake or earth tremor to in respect of i) & ii)
 - i. Civil and earthworks construction R7,500
 - ii. All other works R7,500
2. due to theft of any attempt thereat R7,500
3. arising during testing or commissioning R7,500
4. arising from any other cause R7,500
5. to Surrounding Property R7,500

Deductibles (contract value between R20,000,000 and R30,000,000)

1. arising out of storm (which term shall include rain tempest wind or flood) subsidence collapse earthquake or earth tremor to in respect of i) & ii)
 - i. Civil and earthworks construction R10,000
 - ii. All other works R10,000
2. due to theft of any attempt thereat R10,000
3. arising during testing or commissioning R10,000
4. arising from any other cause R10,000
5. to Surrounding Property R10,000

Deductibles (contract value between R30,000,000 and R50,000,000)

1. arising out of storm (which term shall include rain tempest wind or flood) subsidence collapse earthquake or earth tremor to in respect of i) & ii)
 - i. Civil and earthworks construction R15,000
 - ii. All other works R15,000
2. due to theft of any attempt thereat R15,000
3. arising during testing or commissioning R15,000
4. arising from any other cause R15,000

5. to Surrounding Property R15,000

Deductibles (contract value between R50,000,000 and R75,000,000)

1. arising out of storm (which term shall include rain tempest wind or flood) subsidence collapse earthquake or earth tremor to in respect of i) & ii)
 - i. Civil and earthworks construction R20,000
 - ii. All other works R20,000
2. due to theft of any attempt thereat R20,000
3. arising during testing or commissioning R20,000
4. arising from any other cause R20,000
5. to Surrounding Property R20,000

Deductibles (contract value between R75,000,000 and R100,000,000)

1. arising out of storm (which term shall include rain tempest wind or flood) subsidence collapse earthquake or earth tremor to in respect of i) & ii)
 - i. Civil and earthworks construction R25,000
 - ii. All other works R25,000
2. due to theft of any attempt thereat R25,000
3. arising during testing or commissioning R25,000
4. arising from any other cause R25,000
5. to Surrounding Property R25,000

In respect of Protection of Property: R50,000

Public Liability

		Limit		Premium
Section 2 – Public Liability	R	10,000,000	R	Included
Limits of Indemnity (VAT Inclusive)				
Limit of Indemnity for all compensation payable in respect of each claim or all claims of a series consequent upon or attributable to one source or cause unlimited during the Period of Insurance	R	10,000,000		
Statutory Legal Defence Costs	R	1,000,000		
Arrest / Assault / Defamation	R	1,000,000		
Emergency Medical Expenses	R	1,000,000		
Prevention of Access	R	1,000,000		
Trespass Nuisance	R	1,000,000		
Image Protector	R	500,000		
Public Relations Costs	R	500,000		

Section 3 – Removal Of Support Liability Section

Limits of Indemnity (VAT Inclusive)

Limit of Indemnity in the aggregate for all compensation payable in respect of each claim or all claims of a series consequent upon or attributable to one source or original cause during the Period of Insurance	R	1,000,000
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First Party Property Extension

Employers Own Property Included above

Deductibles

Section 2 – Public Liability Insurance Section

In respect of Liability arising out of

1. loss or damage to public utilities (losses not exceeding R5m) R 5,000
2. Loss or damage to any other property (losses not exceeding R5m) R 5,000
3. loss or damage to public utilities (losses between R5m and R10m)) R15,000
4. Loss or damage to any other property (losses between R5m and R10m) R15,000

Section 3 – Removal Of Support Liability Section

In respect of Liability arising out of

1. loss or damage to any property R25,000
2. loss or damage to Employers Own Property R25,000

SASRIA SECTION

Cover Details

Description	Sum Insured		
Sasria Contract Works	R	726,226,141	VAT inclusive

In respect thereof Renewal Premium due to Insurer as follows:

Annual Premium	R	71,425.32	Exclusive of VAT
VAT @ 15%	R	10,713.80	
Total Premium	R	82,139.11	Including VAT & Commission
Broker Commission @ 12%	R	9,856.69	

MEMORANDA

This is to certify that The Insured is also insured with the South African Special Risks Insurance Association (SASRIA) against loss or damage caused by riot or similar events in accordance with the terms and conditions of their policy, copy of which is attached to the policy wording and further copy available on request.

Additional Policy Endorsements

LMA5410 CYBER LOSS LIMITED EXCLUSION CLAUSE (PROPERTY TREATY REINSURANCE)

1. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - 1.1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
 - 1.2. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
2. Subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this reinsurance agreement will cover physical damage to property insured under the original policies
3. and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:
 - theft, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunamis, flood, freeze or weight of snow

Definitions

4. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
5. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
6. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision of this policy, including any special exclusion or extension or other Provision
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of not included herein which would otherwise override a general exclusion, this policy does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Any substance or agent from any organism to another organism where:

- 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

General Exceptions

1. A. This Policy does not cover loss of or damage to property related to or caused by
 - i. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above
 - ii. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - iii.
 - a. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege
 - b. insurrection, rebellion or revolution
 - iv. any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
 - v. any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
 - vi. any attempt to perform any act referred to in clause (iv) or (v) above
 - vii. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i) (ii) (iii) (iv) (v) or (vi) above.

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

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

For the purpose of this General Exception 1.(C), an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Insurers allege that, by reason of clause 1.(C) of this General Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

2. This Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
 - ii. nuclear material, nuclear fission or fusion, nuclear radiation
 - iii. nuclear explosives or any nuclear weapon
 - iv. nuclear waste in any form

regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this Exception only, combustion shall include any self-sustaining process of nuclear fission

This exception shall not apply to radio active isotopes used by or on behalf of the Insured.

3. The Insurers will not indemnify the Insured for the amount of the specified Deductibles
4. Notwithstanding any provision of this Policy including any exclusion exception or extension or other provision not included herein which would otherwise override a General Exception, this Policy does not cover:
 - a. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
 - b. any legal liability of whatsoever nature;
 - c. any consequential loss;

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

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

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

Special Extension to the above General Exception

- A. Loss or destruction of or damage to the Property Insured by fire, explosion, lightning, earthquake or by the special perils referred to in B below are not excluded by this General Exception.
- B. The special perils that are not excluded for the purpose of this Special Extension are damage caused by:
 1. storm, wind, water, hail or snow excluding damage to property
 - a. arising from its undergoing any process necessarily involving the use or application of water;
 - b. caused by tidal wave originating from earthquake or volcanic eruption;
 - c. in the underground workings of any mine;
 - d. in the open (other than buildings structures and plant designed to exist or operate in the open); } Unless so described and specifically insured as a separate item
 - e. in any structure not completely roofed; }
 - f. being retaining walls: }
 2. aircraft and other aerial devices or articles dropped therefrom;
 3. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

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

- C. The above General Exception also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in A above.
- D. This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this General Exception and this Special Extension.

This Special Extension shall not apply to any Public Liability Indemnity.

ASBESTOS

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

NUCLEAR ENERGY RISKS EXCLUSION

(A) World-Wide

This Policy shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and / or via Pools and / or Associations. For all purposes of this Policy Nuclear Energy Risks shall mean all first party and / or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:

- i. All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- ii. All Property, on any site (including but not limited to the sites referred to in exclusion above) used or having been used for:
 - a. the generation of nuclear energy or;
 - b. the production, use or storage of nuclear material
- iii. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and / or Association.
- iv. The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material

NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this policy does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Insurer allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon the reassured.

RADIOACTIVE EXCLUSION

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this policy does not cover loss, damage cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

- b. the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- e. any chemical, biological, bio-chemical or electromagnetic weapon.

GRID FAILURE OR INTERRUPTION EXCLUSION

Notwithstanding any provision of this policy, including any exclusion, exception, extension, insuring provision, or any provision which would otherwise override this general exclusion, this policy does not cover any loss, damage, claim, cost, expense or other sum of any nature, including any consequential losses in terms of any section of this policy, that is directly or indirectly caused by, attributable to, in consequence of, resulting from, arising out of, following, or in any way in connection with an Electricity Grid Interruption.

Electricity Grid Failure or Interruption means an interruption or suspension of the electricity supply from the national, regional, municipal, local or private grid of South Africa concurrently for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier to generate, transmit or distribute electricity, or otherwise.

General Clauses & Extensions**RIOT STRIKE AND CIVIL COMMOTION (excluding RSA/Namibia)**

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

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

provided that this extension does not cover

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

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

THE DEDUCTIBLES

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

It is agreed that:

- i. in the event of an occurrence or series of occurrences giving rise to loss or damage or liability in circumstances where more than one of the Deductibles could reasonably be applied to a claim then only the single largest applicable deductible shall be applied
- ii. loss or damage caused by or happening through or in consequence of storm (which term shall include rain wind tempest or flood) subsidence collapse earthquake or earth tremor
 - a. occurring during any period up to 72 consecutive hours, or
 - b. arising as a result of one continuous occurrence

shall be considered to have been caused by one occurrence for the purpose of the application of the Deductibles

- iii. where the Deductibles are stated to be in the aggregate in respect of all claims arising out of or in connection with any Insured Contract the Deductibles shall not exceed such amount stated in the Schedule.

CLAIMS PREPARATION COSTS

It is hereby agreed that this insurance is extended to cover costs reasonably and necessarily incurred by the Insured with the prior consent of the Insurers in investigating producing or certifying any particulars or details required by the Insurers or to investigate or substantiate any claim hereunder.

The liability of the Insurers for such costs in respect of any one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

SEPARATION APPLICATION TO EACH CONTRACT

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

PAYMENTS ON ACCOUNT

In respect of any amounts recoverable from the Insurers payments on account may be made to the Insured if required.

CONTINGENCY COVER – (DIFFERENCE IN CONDITIONS / DEDUCTIBLES) (If stated in the Schedule to be included)

It is agreed that the insurance provided by this Policy in respect of the Employer shall extend to include any Contract where in terms of the Conditions of Contract the Contractor is required to effect the Insurances or where there is no provision to insure

provided always that

1. where the Contractor has defaulted by not arranging the required insurances
 - 1.1 the Employer shall be indemnified to the full extent of the indemnity afforded by this Policy
 - 1.2 the benefit derived from this extension of indemnity shall be applied to the advantage of the Employer only and no benefit derived therefrom may be to the advantage of the Contractor who perpetrated the breach of the Conditions of Contract
 - 1.3 a declaration detailing full particulars of the Contract shall be submitted to the Insurers immediately the breach of the Conditions of Contract becomes known to the Employer who agrees to pay the appropriate additional premium hereunder which is to be negotiated with the Insurers
2. where the Contractor has arranged the required Insurances
 - 2.1 the Employer shall be indemnified hereby only to the extent of the Difference in Conditions/ Deductibles between this Policy and the Policy/Policies taken out by the Contractor
 - 2.2 the benefit derived from this extension of indemnity shall be applied to the advantage of the Employer only and no benefit derived therefrom may be to the advantage of any party insured or deemed to be insured by this Policy

In respect of (1) and (2) above

 - a. this Policy shall not be brought into contribution with any other Policy or Policies taken out in respect of the Insured Contract aforementioned
 - b. notwithstanding the provisions of the Waiver of Rights Extension, the rights of the Employer in terms of the Conditions of Contract shall be subrogated to the Insurers hereby in respect of any claim payment made to the Employer
 - c. the Indemnity provided hereby shall only apply to the extent that the Employer is unable to recover the amount of the loss damage or liability from the Contractor
3. where there is no provision to insure

there shall be deemed to be in force, applicable Conditions of Contract which provide that the Employer shall insure on the basis of the Contract Works and Public Liability Sections of the Policy including all extensions thereto and restrictions thereof.
4. the liability of the Insurers shall not exceed the Limits of Indemnity stated in the Schedule in respect of any one occurrence.

PRECEDENCE

It is hereby declared and agreed that notwithstanding anything to the contrary stated in the Policy and subject to the conditions of contract this Policy shall only take precedence over any other insurance arranged by or on behalf of the Insured where so requested by the Employer in which event the Company shall indemnify the Insured for loss or damage which may be insured under any other policy of insurance effected by any of the parties comprising the Insured as if such other insurance did not exist.

WAIVER OF RIGHTS

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

BENEFICIAL OCCUPATION

It is agreed that this insurance shall be extended to indemnify the Insured against loss of or damage to parts of the Property Insured taken over or put into service by the Insured prior to the completion of and transfer of the risk in the whole of the Insured Contract.

PROPERTY TAKEN OVER

Notwithstanding anything contained herein to the contrary it is agreed that in the event that any part of the Property Insured under the Contract Works Section of this Policy is taken over by the Employer and/or access/occupation to/of any part of the Property Insured is granted to another Contractor therein/thereon in performance of the Insured Contract then such part aforesaid shall continue to be insured until such work is complete and the Insured Employer takes over the Property Insured as a whole (other than for the purpose of testing or commissioning) provided always that

- a. where the Property Insured consists of two or more physically separate entities the cover shall apply separately to each
- b. insofar as the Contractor who handed over the aforesaid part of the Property Insured is concerned cover shall be limited to the provisions relating to any Defects Liability or Maintenance Conditions of Contract
- c. in respect of the Employer and the Contractor who have been granted access/occupation the cover by the Policy shall apply as if no Completion Certificate or other evidence of Legal Transfer had been issued

EMPLOYERS MAINTENANCE

Notwithstanding anything contained herein to the contrary it is agreed that in respect of Works undertaken by the Employer the Insurers will indemnify the Employer under the Contract Works Section of this Policy against loss of or damage to the Property Insured which arises within 12 months from the time the Works are taken into commercial use (other than for the purpose of testing and commissioning) from a cause occurring prior to such taking into commercial use.

OPEN TRENCH LIMITATION

The Insurers shall not be liable for loss of or damage to the Property Insured in terms of Section I resultant on exposed and or open trenching in excess of the Limit stated in the Schedule in respect of any one occurrence

OPEN BASE COURSE

The Insurers shall not be liable for loss of or damage to the Property Insured in terms of Section I resultant on exposed and or open base course in excess of the Limit stated in the Schedule in respect of any one occurrence

Section 1: Contract Works Insurance Section**THE INDEMNITY**

The Insurers shall indemnify the Insured against physical loss of or damage to the Property Insured within the Territorial Limits.

APPLICATION

The insurance shall apply

1. during construction erection dismantling or re-erection of Property Insured in connection with the Insured Contract
2. during transit including loading, unloading and temporary storage
3. during preparation of the Contract Site and while the Property Insured is on the Contract Site until completion of and transfer of risk in the whole of the permanent works under the Insured Contract to the Employer
 - 3.1 where testing and commissioning of Property Insured is conducted by the Employer "completion" for purposes of this insurance shall be deemed to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract
 - 3.2 to the extent that the permanent property insurances arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this insurance in respect of such completed portions of the Property Insured shall cease except as provided in 4 below
 - 3.3 work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the maintenance or defects liability period (as may be described in the Insured Contract) for such uncompleted or outstanding work whereafter the provisions of 4 below shall apply in respect of such work
4. during the maintenance or defects liability period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage
 - a. arising from a cause occurring prior to commencement of such period of maintenance or defects liability period or
 - b. arising from any act or omission of the Insured their servants agents suppliers or sub-contractors in pursuance of the Insureds obligations

for which the Insured Contractor is responsible under the Insured Contract

This limitation of cover shall only apply to the particular contractor who has handed over any part of the permanent works.

Where any of the Property Insured is replaced or renewed during any maintenance or defects liability period the Period of Insurance in respect of such replaced or renewed Property Insured shall be deemed to be extended to include any extended period for which the Insured is responsible.

Where the Insured Contract does not set out specific maintenance provisions, the Employer shall be deemed for purposes of this Section to be indemnified for loss or damage

- i. having its cause prior to the commencement of the deemed maintenance or defects liability period or
- ii. occurring in the course of or in connection with repair reinstatement or replacement of property during such period or any act or omission of the Insured in the course of work carried out in pursuance of any obligations under the Insured Contract

provided that such deemed period does not exceed the maintenance or defects liability period stated in the Schedule

THE PROPERTY INSURED

Permanent works and temporary works and all materials plant equipment and other things intended for work thereon or for incorporation in the permanent works or temporary works belonging to the Insured or for which they are responsible or which they are required to insure and pertaining to the Insured Contract

DEFINITION OF TEMPORARY WORKS

Construction aids equipment structures or works (not being part of the Permanent Works) the Value of which has been included in the Estimated Contract Value used or intended for use on the Insured Contract(s) and which:

- a. do not comprise Mobile Plant
- b. are not intended to be removed from the Contract Site(s) on completion of the Insured Contract (other than scaffolding shuttering or form work as well as construction aids equipment structures or works specially designed constructed or acquired for an Insured Contract and which is not intended for immediate re-use on another Contract)
- c. have no Residual Value at the completion of the Insured Contract(s) (other than Scrap Value) solely due to their specialised nature.

THE EXCEPTIONS

The Insurers shall not indemnify the Insured for

1. the costs necessary to replace, repair or rectify any component part or individual item of the Property Insured which is defective in design plan specification materials or workmanship but this Exception shall not apply to other parts or items of the Property Insured damaged as a consequence of such defect
2. loss of Property Insured by disappearance or by shortage where such loss is revealed only by the making of a routine inventory or by periodic stocktaking
3. consequential loss of whatsoever nature other than as provided for elsewhere in this Policy liquidated damages or penalties for delay or detention or in connection with guarantees of performance or efficiency
4. consequential loss of whatsoever nature other than as provided for elsewhere in this Policy liquidated damages or penalties for delay or detention or in connection with guarantees of performance or efficiency
5. loss or damage due to total cessation of work and abandonment of the Insured Contract for a period exceeding 90 consecutive days
6. the cost of repairing replacing or rectifying normal wear and tear, gradual deterioration due to normal atmospheric conditions, rust, erosion, corrosion or oxidation unless caused as a direct result of indemnifiable loss or damage insured in terms of this policy

This exception shall not apply to other resultant indemnifiable loss or damage

7. expenses incurred in continuous dewatering to maintain working conditions following ingress into the Property Insured of the anticipated inflow of water from naturally occurring underground sources
8. loss of or damage to any item of the Property Insured due to its own explosion breakdown or derangement occurring after the Testing Period specified herein on which the Property Insured has operated under load conditions. The Testing Period shall be exclusive of any period during which pneumatic, hydrostatic, electrical insulation, continuity or polarity tests and the individual operation of auxiliaries having been carried out

(The Testing Period may be extended at terms to be agreed prior to the granting of such extension)
9. loss of or damage to any part of the Property Insured which has operated under operating load conditions prior to commencement of the Insured Contract due to its own electrical or mechanical breakdown or explosion (unless otherwise agreed by the Insurers). This exception shall not apply to Property Insured which has been refurbished to "as new" operating specifications
10. loss of or damage to installed refractories arising from the intentional application or withdrawal of heat (other than from an extraneous cause or other indemnifiable loss or damage).

CLAUSES AND EXTENSIONS

Unless otherwise stated herein the liability of the Insurers in respect of any one occurrence shall not exceed the specific Limit of Indemnity stated in the Schedule for each Clause or Extension

1. Additional Costs

The indemnity provided herein is extended to include

1.1 Costs and Expenses – Indemnifiable Loss or Damage to Property Insured

Notwithstanding the Terms Conditions and Exceptions of this policy the Insurer shall indemnify the Insured in respect of Costs and Expenses necessarily and reasonably incurred following an indemnifiable occurrence insured in terms of this policy

Such Costs and Expenses shall be in respect of

- 1.1.1 provision of hoarding
shoring, propping, covering and protection of property extinguishing and fighting of fire
recovery demolition and removal of property
removal and disposal of wreckage detritus debris water and other matter restoring the Contract Site
regaining access to the Contract Site or the works and restoring normal working conditions
complying with the requirements of the Insured Contract or any statutory body
professional fees
removing property to suitable premises for repair
delivering repaired or replacement property to the situation where the loss or damage occurred
or to premises as directed by the Insured
establishment supervision and overhead charges

1.2 Expediting measures express delivery (including airfreight) customs dues and charges overtime and holiday rates of wages

1.3 Costs and Expenses - No Indemnifiable Loss or Damage to Property Insured

Notwithstanding the Terms Conditions and Exceptions of this policy and that no physical loss of or damage to the Property Insured shall have resulted from any occurrence indemnifiable by this policy the Insurers shall indemnify the Insured in respect of Costs and Expenses necessarily and reasonably incurred

Such Costs and Expenses shall be in respect of

- 1.3.1 provision of hoarding
shoring, propping, covering and protection of property extinguishing and fighting of fire
recovery demolition and removal of property
removal and disposal of wreckage detritus debris water and other matter restoring the Contract Site
regaining access to the Contract Site or the works and restoring normal working conditions
complying with the requirements of the Insured Contract or any statutory body
professional fees
removing property to suitable premises for repair
delivering repaired or replacement property to the situation where the loss or damage occurred
or to remises as directed by the Insured
establishment supervision and overhead charges

2. Surrounding Property

Notwithstanding anything in the Policy to the contrary the Insurers shall indemnify the Insured against loss or damage to property, not otherwise insured by this Section which is in the custody or control and being worked on by the Contractor and arising in connection with the Insured Contract

Provided that

- a. the indemnity shall not apply to loss or damage for which indemnity is provided under any Public Liability insurance for the benefit of the Contractor nor to any constructional plant machinery or equipment used or intended for use on the Insured Contract

- b. the indemnity shall not apply to loss or damage to such property arising out of the intentional removal of support

3. Off Site Storage

The Policy is extended to indemnify the Insured against loss of or damage to the Property Insured arising out of temporary storage of such property at any premises within the Territorial Limits prior to dispatch to the contract site.

4. Fire Brigade / Public Authority

If any public authority empowered to do so shall charge the Insured with any costs arising from their activities in dealing with the consequences of an indemnifiable loss or damage such costs shall be deemed to be damage to the Property Insured and shall be payable in addition to any other payment for which the Insurers may be liable in terms of this insurance.

5. Public Authority Reinstatement

The Policy extends to include such additional costs of reinstatement of the Property Insured lost, destroyed or damaged as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or other legislation or with By- laws of any Municipal or Local Authority provided that

- A. the amount recoverable under this extension shall not include
 - a. The costs incurred in complying with any of the aforesaid regulations or by-laws
 - i. in respect of loss or damage not indemnifiable by this Section
 - ii. under which notice has been served on the Insured prior to the occurrence of the loss
 - iii. in respect of undamaged Property Insured or undamaged portions of the Property Insured other than foundations of that portion of the Property Insured lost or damaged
 - b. the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured by the Owner thereof by reason of compliance with any of the aforesaid Regulations or By-laws
- B. the work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site subject to the liability of the Insurers under this extension not being increased
- C. the Conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein

6. Records

The Insurers agree to indemnify the Insured in respect of costs reasonably and necessarily incurred by the Insured in replacing records consequent upon indemnifiable loss or damage which shall include but not be limited to

- a. written or printed or otherwise inscribed documents and records of every kind and description and whether made of or upon paper wood metal glass plastic or other material
- b. maps models drawings photographs tracing film blue-prints Photostats (and other duplications) plans specifications tenders estimates addressograph-plates stencils templates deeds mortgages books manuscripts accounts records
- c. tapes and memory banks and business machine cards
- d. engineering and other reports and data

the Insurers shall not be liable for the corruption or accidental erasure of any such records

7. Removal to Gain Access

Notwithstanding Exception 1 of Section I of the policy the indemnity granted hereunder is extended to include the cost of demolition dismantling removal destruction or opening up and thereafter the costs of reinstalling

and/or replacing any component part or individual item of the Property Insured which is free of defect and which has of necessity had to be demolished or destroyed in order to gain access to that component part or individual item of the Property Insured which has been damaged

8. Road Reserve and Servitude

Notwithstanding anything in the Policy to the contrary this insurance is extended to indemnify the Insured in respect of physical loss or damage to any Road Reserve or any Pipeline / Electrical Servitude consequent upon indemnifiable loss or damage provided always that in respect of each and every occurrence or series of occurrences arising out of or in connection with one occurrence giving rise to a claim under this extension

The indemnity provided shall not apply to nor include any costs indirectly or directly incurred with normal maintenance upkeep or repair

Damage to the road reserve or Pipeline / Electrical Cable Servitude occasioned by or in connection with vehicular traffic flow shall not be indemnifiable hereunder

Indemnity shall be limited to a distance not exceeding five (5) metres either side of the trench lip in respect of Pipeline / Electrical trenches

Indemnity shall be limited to a distance not exceeding ten (10) metres either side of the road prism

9. Protection of Property

The cost of reasonable precautions, taken by the Insured or others on its behalf, to prevent the imminent occurrence of, or to minimise the effects or extent of any physical damage insured by this Policy

10. Temporary Repairs

The Insurers shall not be responsible for temporary repairs carried out without their consent or any consequence thereof unless such temporary repairs are necessary in the interest of safety or with the object of avoiding or minimising further loss or damage.

11. Marine Contribution Clause

In the event of loss of or damage to the Property Insured being discovered after cover under a Marine Cargo policy has terminated and if after reasonable investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to or after the termination of the Marine insurance, it is understood and agreed that the Insurers shall contribute 50% of the properly adjusted claim less 50% of the applicable deductible hereunder such contribution to be without prejudice to the subsequent final apportionment of the claim.

The Insured shall make every reasonable effort to ensure that the Property Insured is visually examined as soon as reasonably possible after arrival at the Contract Site.

12. Manufacturers Guarantees

In the event of indemnifiable loss or damage to property which is the subject of a suppliers or manufacturers guarantee or warranty, the repair replacement rectification or reinstatement of such property shall include everything reasonably necessary to preserve without limitation reduction or prejudice all benefit under such guarantee or warranty.

13. Work Away/Manufacturing Premises

The Policy is extended to indemnify the Insured against physical loss of or damage to the Property Insured whilst it is situated at any Manufacturing or Repair Premises within the Territorial Limits provided always that

- i. the Insured has a financial interest in the Property Insured by virtue of ownership pre-payment or contractual responsibility to make payment
- ii. such Property aforementioned is specifically designated for any undertaking or work to be insured hereunder
- iii. the Insurers shall not be liable for loss or damage caused by the mis-application of tools or resulting from any manufacturing process(es)

14. Used Plant - Basis of Loss Settlement

In respect of Property Insured which has operated under service conditions prior to attachment of indemnity hereunder being lost or damaged the basis upon which the loss shall be settled shall be the cost of repair reinstatement or replacement of the Property Insured except that in respect of such property exceeding three years of age the basis of loss settlement shall not exceed the Agreed Value of such property which shall be calculated on the basis that for each year of life (or part thereof) the present day New Replacement Value of an identical machine or structure is reduced proportionately over a period of 20 (twenty) years subject to a residual indemnification of 20% (twenty percent).

15. Removal to Place of Safety

This Policy extends to include loss of or damage to Property Insured whilst temporarily removed to any other situation in order to avoid possible loss or damage indemnifiable in terms of the policy.

16. Automatic Reinstatement

The Sum Insured shall not be reduced by the amount of any claim paid or payable by the Insurer subject to the Insured paying to the Insurer the prorata additional premium on the amount of such claim from the date of the loss or damage to the end of the Period of Insurance in respect of all claims settled by the Insurer for twenty-five thousand Rands or more after the deduction of the Deductible

Section 2: Public Liability Section

THE INDEMNITY

The Insurers shall indemnify the Insured against all amounts which the Insured is or may become legally liable to pay as compensation or damages or costs and expenses arising out of or in connection with accidental

- a. death of or injury to or illness or disease of any person
- b. physical loss or damage to property

occurring during the Period of Insurance and arising out of or in connection with the Insured Contract.

The Insurers shall indemnify the Insured against all costs and expenses reasonably and necessarily incurred with the consent of the Insurers in connection with the defence or settlement of any claim hereunder.

LIMIT OF INDEMNITY

The Liability of the Insurers for all compensation payable in respect of each claim or all claims of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule but unlimited during the Period of Insurance.

TERRITORIAL LIMITS

The area which constitutes the Republic of South Africa and to extent permitted by the applicable Insurance Acts the Territories of Namibia Lesotho Swaziland Botswana Zimbabwe and Mozambique.

THE EXCEPTIONS

The Insurers shall not indemnify the Insured for

- 1. liability of the Insured in respect of or arising out of death illness or bodily injury or disease sustained by any person under contract of service or apprenticeship with such Insured arising out of and in the course of his employment by such Insured
- 2. liability arising out of the ownership possession or use by or on behalf of or under the control of the Insured in respect of:
 - a. any motor vehicle or trailer other than liability
 - i. arising out of the use or operation of any vehicle or trailer as a tool or anything carried therein or thereon attached thereto or used in connection therewith or anything manufactured by or contained therein;
 - ii. arising beyond the limits of any carriageway or thoroughfare or in connection with the loading or unloading of any vehicle or trailer or the bringing to or taking away a load from any vehicle or trailer;
 - iii. arising out of or in connection with any vehicle or trailer (including contents) not owned hired or leased by the Insured whilst on any premises provided by the Insured for the purpose of moving or parking such vehicle or trailer.
 - iv. in connection with any detached trailer other than any trailer that has become accidentally detached from a motorised vehicle on a public road;
 - b. any aircraft (other than arising out of the travelling of the Insured's personnel as passengers in aircraft) or watercraft (other than watercraft which are not capable of self propulsion or are less than 3 tonnes nett mass whilst used on inland waterways).
- 3. liability compulsorily insurable under any legislation governing the use of motor vehicles or trailers
- 4. the value of or the diminution in value of or the cost of repair reinstatement or replacement of property
 - a. belonging to or leased by or hired to the Insured or movable property which is the subject of bailment for reward to the Insured other than

- i. property premises structures (including contents) plant and equipment or other property temporarily occupied or used by or in the possession or control of the Insured for the purpose of the Contract
 - ii. property of directors employees tenants or visitors
 - iii. property for which the Insured provides temporary storage facilities
 - iv. property for which liability is assumed by the Insured under any contract entered into with or for which indemnity is given to any central or local or municipal or provincial or quasi government authority entity or statutory body
 - v. any vehicle or trailer (including contents and accessories of any vehicle or trailer) for which the Insured provides or allows parking
- b. for which the Insured is indemnified under the Contract Works section of this Policy
 - c. caused by the intentional removal of lateral support to such property.

This Exception shall not apply to liability arising out of

- i. the negligence of the Contractor or
- ii. shock or vibration

(the indemnity granted by this sub-clause shall not apply where indemnity is provided by a more specific insurance)

- d. being that property on which the Insured is working or has worked to the extent that loss or damage to such property results directly from such work. This Exception shall be limited to that work which is defective in workmanship material or design by the Insured and which is the cause of loss or damage to property
- 5. liability in respect of liquidated damages or penalties for delay or detention or in connection with guarantees of performance or efficiency imposed by agreement and which would not have attached in the absence of such agreement
 - 6. the cost of making good faulty workmanship materials or design in any part of the Property Insured
 - 7. liability attaching to the Insured under the terms of any contract or agreement to the extent that such liability would not have attached to the Insured in the absence of such contract or agreement.
This Exception shall not apply to contracts or agreements
 - i. entered into for the purpose of the Contract
 - ii. for the hire or loan of plant or purchase or supply of materials or services
 - iii. with public supply authorities
 - iv. with any central or local or municipal or provincial or quasi government authority entity or statutory body
 - v. relating to the ownership or occupancy of premises where the Insured are respectively the owners or tenants
 - 8. liability in respect of
 - a. death injury illness loss or damage caused by or in connection with seepage pollution or contamination provided always that this exception shall not apply where such seepage pollution or contamination is caused by a sudden unintended and unexpected occurrence.
 - b. the cost of removing nullifying or cleaning up of seeping pollution or contaminating substances unless such seepage pollution or contamination is caused by a sudden unintended and unexpected occurrence.
 - c. fines Penalties punitive or exemplary damages resulting from pollution or contamination.
 - 9. notwithstanding any provision of this Section including any exclusion exception or extension or other provision this policy does not cover any legal liability loss damage cost or expense whatsoever or any consequential loss

directly or indirectly caused by arising out of resulting from in consequence of in any way involving or to the extent contributed to by the hazardous nature of asbestos in whatever form or quantity.

MEMORANDUM

For the purposes of this Section General Exception 1 is amended to read

1. liability for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion mutiny revolution insurrection military or usurped power.

CLAUSES & EXTENSIONS

Additional Insureds

The Insurers shall also indemnify in like manner to the Insured as if a separate Policy had been issued in respect of each of such

- a. any person (including their contractors sub-contractors and suppliers) with whom the Insured enter into an agreement for the purpose of the Contract but only to the extent that it is a requirement of such agreement
- b. any partner director or employee of the Insured whilst acting in any capacity as such
- c. the personal representatives of the Insured and of any person treated as the Insured
- d. any official or member or employee of any social canteen medical civil defence security sports welfare first aid fire or ambulance or the like services or organisations in respect of any activities or business thereof
- e. any occupier of residential property owned or leased by the Insured

provided that all persons so treated as the Insured shall as though they were the Insured observe fulfil and be subject to the terms in so far as they can reasonably apply to such persons

Subject to the Insurers' total liability not exceeding the Limit of Indemnity stated in the Schedule

Cross Liabilities

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

Where the corporate structure of any insured person is composed of divisions or separate operating units (by whatever name known) within a single legal entity, the Insurers shall for the purposes of determining the indemnity granted by this insurance treat each division or separate operating unit as a legal entity in its own right.

Subject to the Insurers total liability not exceeding the Limit of Indemnity stated in the Schedule.

Tenants Liability

It is hereby agreed that Exceptions 2(a) 4(a) 4(c) and 7 shall not apply to premises occupied by the Insured as tenant thereof.

Statutory Legal Defence Costs

The indemnity granted under this Extension shall extend to indemnify the Insured against costs and expenses incurred with the consent of the Insurers in the defence of any action brought against the Insured arising from an alleged contravention of any statute or duty at common law provided that:

- a. in the case of an appeal the Insurers shall not indemnify the Insured unless a Senior Counsel approved by the Insurers advises that such appeal should in his opinion succeed;
- b. the Insurers shall not indemnify the Insured in respect of any fine or penalty imposed by any magistrate or judge nor any loss consequent thereto;

The liability of the Insurers in respect of any one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

Arrest/Assault/Defamation

The indemnity granted under this Section shall extend to include any legal liability of the Insured (not necessarily consequent upon death or injury to any person or loss or damage to any property):

- i. arising from malicious or wrongful arrest or alleged malicious or wrongful arrest of any person
- ii. arising from malicious or wrongful assault or alleged malicious or wrongful assault on any person
- iii. in respect of defamation or alleged defamation whether negligence is imputed or not.

The liability of the Insurers in respect of any one occurrence shall not exceed the Limit of Indemnity stated in the Schedule in respect of each of (i), (ii) and (iii) above.

Emergency Medical Expenses

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

The liability of the Insurers for such costs in respect of any one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

Prevention of Access

The indemnity granted under this Section shall extend to indemnify the Insured against all amounts for which the insured is or may become legally liable to pay compensation or damages or costs and expenses arising out of or in connection with the prevention of access resulting in the interruption or interference with any business.

The liability of the Insurers in respect of any one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

Trespass Nuisance

The indemnity granted under this Section shall extend to indemnify the Insured against all amounts which the Insured is or may become legally liable to pay as compensation or damages or costs and expenses arising out of or in connection with obstruction loss of amenities trespass nuisance or any like cause which results in interference with the property or right of any person or their enjoyment or use thereof.

The liability of the Insurers in respect of any one occurrence shall not exceed the Limit of Indemnity stated in the Schedule

Image Protector

Table of Insured Events

1.	Death (any one Claimant)	R500,000
2.	Permanent Disablement (any one Claimant)	R100,000
3.	Permanent Disability (any one Claimant)	Percentage of permanent Total Disablement as per Table of Benefits
4.	Medical Expenses following an Accident (any one Claimant)	R50,000
5.	Post-Traumatic Stress Disorder (any one Claimant)	R50,000
6.	Any one life (any one Claimant)	R500,000

Accumulation Limit in respect of items 1 to 6 R500,000

Definitions applicable to this extension

Accidents shall mean a sudden, unexpected and specific event, which occurs at an identifiable time (moment or point in time) and place, which results in Bodily Injury.

Accumulation Limit shall mean the maximum liability of the Insurers under this Policy in respect of any Accident or number of Accidents arising from one source or cause.

Hospital shall mean any public or private establishment that fulfils the legal requirements in the respective country and which:

- a. admits acutely sick or injured persons and provides care to them during their stay
- b. has a staff of Medical Practitioner(s) for the treatment of all admitted sick and injured persons and 24- hour medical service
- c. has appropriate and readily available equipment for diagnosis and treatment and surgical facilities, either on the premises or in other establishments under its control; and
- d. provides nursing services to the patients

Immediate Medical Treatment shall mean a Medical practitioner's treatment, consultations and prescribed or repeat maintenance medication in respect of treatment commencing within 24 hours of the time and date of the Bodily Injury.

Insured Event shall mean the events listed in the Table of Benefits.

Claimant(s) in relation to this extension, shall mean visitors who lawfully enter the site location of the Insured and shall exclude employees of the Insured.

Medical Expenses shall mean the reasonable and customary charges levied by a registered medical or paramedical practitioner for actual costs incurred, up to a maximum limit stated in the Schedule of Benefits, as a result of an Accident if a Claimant's medical condition requires immediate medical Treatment. "Medical Expenses" include the cost of necessary medical or surgical treatment, services, or supplies, including necessary hospital, nursing and ambulance services. "Medical Expenses" in respect of dental charges are limited to treatment of Bodily Injuries sustained to sound natural teeth and received within 30 days of the time and date of the Accident.

Medical Practitioner shall mean a person registered with a current, legal license to practice medicine, but excludes a Claimant or a member of any of the Claimant's immediate family.

Permanent and Total Loss shall mean in reference to an arm or a leg or a hand or a foot or fingers or toes the loss by physical severance or the total and permanent loss of use of said member.

Permanent and Total Loss of Hearing shall mean the total, irreversible loss of hearing of all sounds confirmed by medical evidence relying on audio-metric and sound-threshold tests.

Permanent and Total Loss of Sight shall mean the total, irreversible loss of sight. Loss of sight will be deemed to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Permanent Total Disablement shall mean total and absolute disablement which entirely prevents a Claimant from engaging in or giving attention to his or her visual occupation or any occupation for which the Claimant is qualified or has received specialized training and which will in all probability be lasting and continuous for the lifetime of the Claimant.

Post-Traumatic Stress Disorder Therapy shall mean psychotherapy to treat post-traumatic stress disorder being an anxiety disorder characterised by an acute emotional response, which was caused solely by a violent criminal act or an attempt thereat where such violence is intended, used or made to overpower or subdue

Reasonable and Customary Charges shall mean the charges which

- a. require rendering of medical treatment or services to a claimant indemnified in terms of this extension
- b. do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
- c. do not exceed the charges for treatment that would have been made if no insurance existed

Special Condition Applicable To This Extension

- 1. The Insured Event must have directly resulted from Bodily Injury
- 2. The Claimant shall submit to medical examination on behalf of and at the expense of the Insurers as often as shall be required in connection with any claim. Any report generated as a result of such examination shall be the property of the Insurers and shall be deemed to be confidential information of the Insurers.

3. Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury. The Insurers shall not be liable for that part of any claim which in the opinion of their medical advisor arises from the unreasonable or wilful neglect or failure of the Claimant to seek the advice of or remain under the care of a qualified Medical Practitioner.
4. The Insurers shall not be liable to pay any benefit for Medical Expenses directly to the Medical Practitioner or other medical service provider.
5. The diagnosis and determination of Permanent Total Disablement or any Permanent Disability must be made and documented by a Medical Practitioner and must be continuous and permanent for at least 24 consecutive months from the onset of the disablement.
6. The Claimant shall not be entitled to recover benefits under this Policy exceeding 100% of the compensation in respect of any one benefit. As soon as the Claimant has received such compensation, all further rights of the Claimant in respect of such benefit shall cease.
7. The Insurers agree that they will pay VAT in respect of any claim or settlement paid in terms of this Policy.
8. If two or more Image Protector Policies which apply to the same claim are issued by the Insurers, the maximum amount payable by the Insurers under all such policies shall not exceed the limit of liability of whichever of such policies has the highest applicable limit of liability.

Table of Benefits

Death	
As a result of an Accident	100%
Permanent Total Disablement	
As a result of an Accident	100%
Permanent Disability	
Permanent and Total Loss of :	
Loss of two or more limbs	100%
Loss of one limb	50%
One hand and one foot	100%
One hand or one foot	50%
Permanent and Total Loss of Sight in Both Eyes	100%
Permanent and Total Loss of Hearing in both Ears	100%
Medical Expenses	
Arising from bodily injury as a result of an Accident Actual Costs not exceeding	R50,000
Post-Traumatic Stress Disorder	
The actual cost to treat Post Traumatic Stress Disorder not exceeding	R50,000

Specific Provisos

1. The Insurers shall not be liable to pay any Benefit under this Policy in respect of a Claimant.
 - a. for Permanent Total Disablement unless the Insured submits proof satisfactory to the Insurers that the disablement will in all probability continue for the remainder of the Claimant's life;
 - b. for more than 100% of the sum insured when more than one injury occurs arising out of the same Accident
 - c. under more than one category for more than 100% of the sum insured as stated in the Table of Benefits. The benefit payable shall be highest within the appropriate category.
2. If the Claimant sustains Permanent Total Disablement as a result of an Accident and the claim in relation to that disability is admitted and accepted, the benefit will be paid and all cover under this Policy in respect of such Claimant shall cease.

3. The degree of Permanent Total Disablement will be determined immediately after it is established or as soon as it can reasonably be assumed that there will be no further improvement or worsening of the Claimant's condition in consequence of the Accident, but not later than 24 months from the date of the Accident.
4. If the consequences of an Accident are aggravated owing to a Claimant's existing ailment, infirmity or other abnormal physical or mental condition, determination of the benefit will be based on the consequences the Accident would have had, had such defects not existed. The foregoing shall not apply, however, if such circumstances are a consequence of an earlier Accident to the Insured Person, for which benefit has been or will be paid under this Policy.
5. If the Claimant's existing ailment, infirmity or other abnormal physical or mental condition is aggravated by an Accident, the Benefit amount will be determined by the degree of the deterioration of the existing ailment after the Accident and the Benefit will be paid accordingly. The degree of ailment, infirmity or other abnormal physical or mental condition before the Accident will be determined by medical evidence.
6. If the Claimant dies as a result of unrelated causes prior to the final disability assessment relating to an Insured Event, the Insurers will pay what reasonably would have had to be paid for such Permanent Disability subject to 1. b) above.

Public Relations Expenses

This insurance extends to include the cost of employing suitable public relations personnel to deal with press and public announcements and other necessary activities reasonably incurred following an Insured event provided that the Insurers' liability shall not exceed the Limit of Indemnity stated in the Schedule

Section 3: Removal of Support Liability Section**THE INDEMNITY**

The Insurers shall indemnify the Insured against

1. all amounts which the Insured is or may become legally liable to pay as compensation or damages or costs and expenses arising out of or in connection with
 - a. death of or injury to or illness or disease of any person
 - b. loss or damage to propertyarising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract performed within the Territorial Limits and occurring during the Period of Insurance.
2. all costs and expenses reasonably and necessarily incurred with the consent of the Insurers in connection with the defence or settlement or investigation of any claim under this insurance.

LIMIT OF INDEMNITY

The Liability of the Insurers for all compensation payable in respect of each claim or all claims of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule.

EXCEPTIONS

The Insurers shall not indemnify the Insured for

1. liability of the Insured for death, illness or bodily injury or disease sustained by any person under contract of service or apprenticeship with such Insured arising out of and in the course of his employment by such Insured
2. liability in respect of any payment under a contractual penalty clause or contractual liquidated damages clause to the extent that such clause increases the Insureds liability beyond that which would have existed in the absence of such clause

this exception shall not apply to contracts or agreements entered into in connection with the Insured Contract or any indemnity required by any Municipal or Public Authority for the purpose of issuing an excavation or similar permit
3. notwithstanding any provision of this Section including any exclusion, exception or extension or other provision, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity

MEMORANDUM

For the purposes of this Section, General Exception 1 is amended to read

1. liability for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion mutiny revolution insurrection military or usurped power

EXTENSIONS AND CLAUSES**1. Additional Insureds**

The Insurers shall also indemnify in like manner to the Insured as if a separate Policy had been issued in respect of each of such

- a. any person (including their contractors, sub-contractors and suppliers) with whom the Insured enters into an agreement in connection with the Insured Contract but only to the extent that it is a requirement of such agreement
- b. any partner, director or employee of the Insured
- c. the personal representatives of the Insured and of any person treated as the Insured

- d. any official or member or employee of any social canteen medical civil defence security sports welfare first aid fire or ambulance or similar service or organization in respect of any activity or business thereof
- e. any municipality or other local authority it being agreed that such municipality or other local authority shall not be responsible for any Deductible hereunder

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

Subject to the Insurers total liability not exceeding the Limit of Indemnity stated in the Schedule.

2. Cross Liabilities

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

Where the corporate structure of any insured person is composed of divisions or separate operating units (by whatever name known) within a single legal entity the Insurers shall, for the purposes of determining the indemnity granted by this insurance, treat each division or separate operating unit as a legal entity in its own right.

Subject to the Insurers total liability not exceeding the Limit of Indemnity stated in the Schedule.

3. First Party Property Extension – Employers Own Property

Notwithstanding that the Employer may not be legally liable for any such amount the Insurers shall indemnify the Employer against

- i. loss or damage to property owned by the Employer or for which the Employer is responsible
- ii. losses claims expenses or damages arising out of or in connection with such loss or damage

arising out of or in connection with shock or vibration or the removal of or weakening of or interference with support to such property in the vicinity of the Contract Site and arising out of or in connection with the Contract and occurring during the Period of Insurance.

The liability of the Insurers under this extension shall not exceed the Limit of Indemnity stated in the Schedule.

General Conditions**1. Specific Meanings**

Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear such specific meaning wherever it may appear.

2. Material increase in risk

The Insured shall as soon as reasonably possible advise the Insurers of any material increase in the risk covered by this Policy.

The Premium and other terms shall thereupon be subject to adjustment accordingly. Any liability loss or damage that may arise before the Insurers are advised shall be handled in accordance with the Insurers normal terms for risks of a similar nature subject to the Insured agreeing to pay the increased premium that may be required in respect of the increased risk.

3. Inadvertent failure to declare information

The inadvertent failure by the Insured to declare information required in respect of this insurance shall not invalidate or prejudice the cover by this Policy provided that any such failure be rectified as soon as practicable after it shall have come to the knowledge of the Insured.

4. Prevention of loss

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

5. Claims

On the happening of any event giving rise to a claim for indemnity under this Policy coming to the knowledge of the Insured the Insured shall

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

6. The Insurers' rights after an event

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

7. Enforcing of rights

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

8. Abandonment of claims

If the Insurers shall disclaim liability for any claim for indemnity made by the Insured and the Insured does not institute proceedings for an action or suit at law within twelve months of the date of such disclaimer the Insurers

shall be entitled to assume that such claim has been abandoned and shall not thereafter be liable to make any payment whatsoever in connection therewith. This Condition shall not apply to claims made against the Insured by third parties.

9. **Arbitration**

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

10. **Breach**

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

11. **Fraud**

If a claim or any part thereof made by any insured person shall be in any respect fraudulent then such part of such claim shall not be recoverable by the person making such claim.

12. **Premium adjustment**

The Premium is based on estimated contracting expenditure provided by the Insured. It is agreed that the Insured shall after the end of each period of insurance declare to the Insurers the actual applicable contracting expenditure amounts (which shall where relevant include the value of any free issue materials) and the Insurers shall thereupon adjust the Premium accordingly subject to the minimum premium retention stated in the Schedule.

13. **Cancellation**

In the absence of any other agreement this Policy may (subject to the provisions of the clause relating to Run-off) be cancelled by the Insurers by giving 30 days' notice to the Insured in writing or by the Insured giving immediate notice.

14. **Run off**

Upon cancellation or non renewal of this Policy and unless otherwise agreed with the Insurers this Policy shall continue to be in force for any Insured Contract awarded or for which tenders have been invited prior to the cancellation or renewal date or expiry of the period of notice with the terms Exceptions and Conditions to apply mutatis mutandis until completion (including the maintenance or defects liability period) of such Insured Contract

Provided that:

- i. any such Insured Contract shall be in progress or be commenced within 90 days of cancellation or non-renewal.
- ii. the Insured shall provide the Insurers with a detailed schedule of all such contracts within 30 days of cancellation or non-renewal.

15. **Non Compliance**

Non-compliance with any legislation or regulation promulgated thereunder shall not prejudice the insurance under this Policy.