

ANNEXURE 10

SPECIFICATION REFERRED TO IN THE ATTACHED SASRIA CONSEQUENTIAL LOSS POLICY

Insured Standing Charges Only - (as stated in the Schedule)

The Insurance hereby is limited to loss in respect of INSURED STANDING CHARGES due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

- (a) IN RESPECT OF REDUCTION IN TURNOVER - The sum produced by applying the RATE PAYABLE to the amount by which the TURNOVER during the INDEMNITY PERIOD shall, in consequence of the Damage fall short of the STANDARD TURNOVER;
- (b) IN RESPECT OF INCREASE IN COST OF WORKING - The additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in TURNOVER which but for that expenditure would have taken place during the INDEMNITY PERIOD in consequence of the Damage, but not exceeding the sum produced by applying the RATE PAYABLE to the amount of the reduction thereby avoided;

less any sum saved during the INDEMNITY PERIOD in respect of such of the INSURED STANDING CHARGES as may cease or be reduced in consequence of the Damage;

provided that if the SUM INSURED by this item be less than the sum produced by applying the RATE PAYABLE to the ANNUAL TURNOVER (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

DEFINITIONS

"Insured Standing Charges" - The amount of the INSURED STANDING CHARGES, or if the business is showing a net trading loss, the amount of the said INSURED STANDING CHARGES less such a proportion of any net trading loss as the amount of the INSURED STANDING CHARGES bears to all the STANDING CHARGES of the business.

For the Specified Insured Standing Charges - see the Schedule.

"Net Profit" - The net profit (exclusive of all capital receipts and accretions, and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all STANDING and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

"Turnover" - The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of business at the premises.

"Indemnity Period" - The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period, as stated in the Schedule, thereafter during which the results of the business shall be affected in consequence of the Damage.

"Rate Payable" - The percentage that the INSURED STANDING CHARGES bears to the TURNOVER during the financial year immediately before the date of the Damage.

"Annual Turnover" - The TURNOVER during the twelve months immediately before the date of the Damage

"Standard Turnover" - The TURNOVER during the period in the twelve months immediately before the date of the Damage which corresponds with the INDEMNITY PERIOD

To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

ALTERNATIVE TRADING CLAUSE

If during the INDEMNITY PERIOD goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the TURNOVER during the INDEMNITY PERIOD.

UNINSURED STANDING CHARGES CLAUSE

In computing the amount recoverable hereunder as INCREASE IN COST OF WORKING, that proportion only of the additional expenditure shall be brought into account which the WORKING EXPENSES bear to the sum of the WORKING EXPENSES NET PROFIT and the UNINSURED STANDING CHARGES.

REBATE CLAUSE (Applicable only if the Sum Insured Exceeds R1 000 000)

The premium paid hereon may be adjusted on receipt by the Nominated Insurer of a declaration of Insured Standing Charges paid during the financial year most nearly concurrent with the Period of Insurance, as certified by the Insured's auditors.

If any damage shall have occurred giving rise to a claim for loss of Standing Charges, the abovementioned declaration shall be increased by the Nominated Insurer for the purpose of premium adjustment by the amount by which the Insured Standing Charges were reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Standing Charges for the relative Period of Insurance the Company will allow a return of premium not exceeding 50% of the premium paid, by recalculating the premium in accordance with such declaration.

This Clause will have no effect unless a certified declaration is received by the Nominated Insurer within six months of the expiry of the Period of Insurance.

CLAIMS COST CLAUSE

This insurance includes costs and expenses incurred in producing and certifying any particulars or details required by the Company during the formulation of a claim under the Policy, limited to:

- (a) additional fees paid to the Insured's usual auditors;
- (b) additional wages or salaries paid to the Insured's own employees;
- (c) cost of materials used.

DEPARTMENTAL CLAUSE

If the business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses (a) and (b) of the item(s) on Insured Standing Charges only shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item(s) be less than the aggregate of the sums produced by applying the rate for each department of the business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

SALVAGE SALE CLAUSE

If following Damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period, clause (a) of the Item on Insured Standing Charges only shall, for the purposes of such claim, read as follows:

- (a) **IN RESPECT OF REDUCTION IN TURNOVER** - The sum produced by applying the rate applicable to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which sum shall be deducted the Standing Charges actually earned during the period of the salvage sale.