

ANNEXURE 6

COUPON POLICY FOR SPECIAL RISKS INSURANCE for CONTRACT WORKS AND/OR CONSTRUCTION PLANT

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of Limited (hereinafter called Sasria) and subject to the Underlying policy being current and valid at the effective date as stated in the Schedule Sasria will by payment or at its option by reinstatement or repair indemnify the insured during the period of insurance up to an amount not exceeding the total sum insured or R500 000 000 (five hundred million Rand) whichever is less against loss of or damage to the property insured directly related to or caused by

- (i) 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;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

NOTE:

In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

EXCEPTIONS

This insurance does not cover:

- (a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenable;
- (b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption of cessation of any process or operation;
- (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;
- (d) (i) In respect of the Contract Works and Materials

The first amount payable by the Insured, arrived at by calculating 0,100% of the Contract Value of the specific contract for which a claim is made and will apply to each and every theft loss following a cause insured herein (and for which liability has been admitted).

MINIMUM FIRST AMOUNT PAYABLE

R 250 (Two Hundred and Fifty Rand) - Domestic Risks.

R2 500 (Two Thousand Five Hundred Rand) - All Other Risks.

MAXIMUM FIRST AMOUNT PAYABLE

R25 000 (Twenty Five Thousand Rand).

(ii) In respect of Construction Plant

The first R1000 of all loss or damage arising out of any one event or occurrence.

(e) **NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

it is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) 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 organization(s) or government(s), committed for political, religious, ideological or personal 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 it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon / Policy the burden of providing the contrary shall be upon the insured.

SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
 - (a) Exception A(ii), A(iii)(b), A(iv), A(v) and A(vii) to the extent that A(vii) refers to A(i); A(IIi)b), A(iv), A(v) and A(vi); and
 - (b) the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
 - (c) Special conditions relevant to specific contracts.
 - (e) **REGULATIONS**

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

Memorandum

The reference to Exceptions A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Underlying Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Underlying Policy mutates mutandis.

3. The premium in respect of item 1 of the Schedule is provisional only and is subject to adjustment in like manner to any adjustment to the premium under the Underlying Policy.
4. If the property covered in respect of Item 2 of the Schedule to this Coupon Policy shall at the commencement of any loss of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration
5. No alteration of this Coupon Policy is valid unless signed by a Director of Sasria.
6. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

7. **MEMO**

It is hereby declared and agreed that: wherever the amount of R500 000 000 (Five Hundred Million Rand) appears on this Coupon/Policy it shall be deemed to read R550 Million (Five Hundred and Fifty Million) in the aggregate and shall apply to any single contract or project in any one calendar year regardless of the number of contractors and or Sub-Contractors and or Principals engaged; but limited to R500 Million (Five Hundred Million Rand) per contract site where only one Contractor / Sub-Contractor /Principal is engaged.