

ANNEXURE 9

POLICY FOR CONSEQUENTIAL LOSS (STANDING CHARGES/WORKING EXPENSES ONLY) FOR SPECIAL RISKS INSURANCE

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of Sasria Limited (hereinafter called Sasria) Sasria agrees (subject to the conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the business be destroyed or damaged 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 other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

NOTE:

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

(destruction or damage so caused being hereinafter termed "Damage") at any time before 24h00 of the last day of the Period Of Insurance and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with then Sasria will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

PROVIDED that:

at the time of the happening of the Damage there shall be in force an insurance issued by Sasria covering the interest of the Insured in the property at the premises against such Damage and that payments shall have been made or liability admitted therefor under such insurance;

the liability of Sasria shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby.

It is further provided that notwithstanding anything to the contrary, where One Insured is insured by one or more current or valid insurance (other than Contract Works and or Construction Plant and or Motor) issued by or on behalf of Sasria the aggregate liability of Sasria under all such insurances shall be limited to the sum of R500 million (five hundred million Rand), during a calendar year where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:

Any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company. In the case of One Insureds other than Companies, Sasria reserves the right to determine who the One Insured is for this purpose.

EXCEPTIONS

This Policy does not cover:

- (1) Loss resulting from Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- (2) Loss resulting from 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 (Act No. 85 of 1976) or; any similar Act operative in any of the Republics to which this Policy applies.
- (3) Any loss resulting from Damage sustained or incurred outside the Republic of South Africa.
- (4) Any loss resulting from Damage related to or caused by:
 - (i) war, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (ii) 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;
 - (iii) the act of any lawfully established authority in controlling preventing, suppressing, or in any way dealing with any occurrence referred to in clauses (i) and (ii) above.
- (5) Any Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

The indemnity provided by this Policy shall not apply to nor include Damage directly or indirectly caused or contributed to by or arising from nuclear weapons material.

- (6) **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.

CONDITIONS

1. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.
2. This Policy shall be avoided if:
 - (a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued

or
 - (b) the Insured's interest ceases otherwise than by death at any time after the commencement of this insurance, unless it's continuance be admitted by memorandum signed by a Director of Sasria.
3. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof in writing to the Nominated Insurer and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Policy shall, not later than thirty days after the expiry of the Indemnity Period, or within such further time as Sasria may in writing allow, at his own expense deliver to the Nominated Insurer in writing a statement setting forth particulars of his claim, together with details of all other insurances covering the Damage or any part of it or Consequential Loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish to the Nominated Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Nominated Insurer for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to Sasria forthwith.
4. If the claim be in any respect fraudulent, if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage be occasioned by the willful act or with the connivance of the Insured, all benefit under this Policy shall be forfeited.
5. Any claimant under this Policy shall at the request and at the expense of Sasria do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which Sasria shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Sasria.
6.
 - (a) 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 Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
 - (b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration, the award of the Arbitrator(s) shall be final and binding and the

making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

7. The Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.
8. This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
9. This Policy shall not be valid unless countersigned by the Nominated Insurer.