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ANNEXURE 33

POLICY FOR CONSEQUENTIAL LOSS (GROSS PROFIT) FOR SPECIAL RISKS INSURANCE

In consideration of the prior payment of the premium stated in the Schedule and the receipt of the premium by or on behalf of Sasria SOC Limited (hereinafter called Sasria), Sasria agrees, subject to the terms, conditions, provisions and exceptions in this policy wording or endorsed or otherwise expressed on it, to indemnify the insured for loss of Gross Profit resulting from interruption of or interference with the business carried on by the Insured as a result of loss or damage (hereinafter termed "Damage") to any building or other property or any part of it at the premises shown as the risk address in the schedule during the period of insurance 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.

The term "Public Disorder" shall include civil commotion, labour disturbances or lockouts; (destruction, loss or damage so caused being hereinafter referred to as "damage") at any time before 24h00 of the last day of the period of insurance.

PROVIDED that:

- (i) When the damage happens an insurance issued by Sasria covering the interest of the Insured in the property at the premises against such damage is in force and that Sasria has paid or has agreed to pay or has admitted liability for the damage in terms of the insurance. If payment of the material damage claim is denied solely because the insured carries a deductible larger than the material damage loss, then Sasria will nevertheless admit liability for the consequential loss under this policy.
- (ii) The liability of Sasria shall not exceed the sum insured stated in the schedule nor shall it exceed the in total the total sum insured of all items stated in the schedule.

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 any period of twelve consecutive months 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.

DEFINITION

"Gross Profit"- The amount by which the sum of the turnover and the closing stock shall exceed the sum of the opening stock and the uninsured working expenses. These uninsured working expenses vary from one business to another.

"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.

"Additional Increase In Cost of Working" - the expenditure necessarily and reasonably incurred by the Insured to ensure the continued operations of the business and for the sole purpose of avoiding a reduction in turnover during the indemnity period .

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

"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.

"Working Expenses: - The amount by which

- (i) the sum of the amount of the TURNOVER and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the net profit and the amount of the SPECIFIED UNINSURED WORKING EXPENSES

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with generally accepted accounting practice.

EXCEPTIONS

This Policy does not cover:

- (1) Any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or lawful authorities.
- (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) The policy does not insure Contingent Business Interruption which shall mean the Insured's loss of net profit and / or contingent extra expenses resulting from an interruption of business at the premises of a customer or supplier or any other entity forming part of the Insured's supply

chain, nor does the policy insure the consequences of interruption or interference caused by damage to public utilities serving the insured premises or by partial or total prevention of access to the insured premises.

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 or cyber.

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. When the Insured becomes aware of the happening of any damage in consequence of which a claim is or may be made under this policy, the Insured shall immediately give notice thereof in writing to the Nominated Insurer and shall take immediate reasonable steps to minimise or check any interruption of or interference with the business or to avoid or diminish the loss. In the event of a claim being made under this policy the insured 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 there from. 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, or 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 wilful 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. In the event of a claim being rejected by Sasria in writing, the Insured shall have a period of ninety days from the date of rejection in which to make representations to Sasria. Should the matter not be resolved and the Insured exercises his right to institute legal action, the Insured shall have a further 180 days in which to serve legal process on Sasria and pursue such proceedings to finality.
8. 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.
9. This policy and the schedule attached 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.
10. This policy shall not be valid unless countersigned by the Nominated Insurer.

CLAIM PREPARATION COSTS

The insurance provided by this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by Sasria in terms of Condition 3 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim shall not exceed R50 000.

CLAUSES

Sasria is striving for excellence, should we fail to deliver on our service promises, for any complaints, you can send an email to: contactus@sasria.co.za

Accountants clause

Any particulars or details contained in the insured's books of account or other business books or documents which may be required by Sasria under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the insured's auditors or professional accountants, and their certificate shall be prima facie evidence of the particulars and details to which it relates.

Accumulated stocks clause

In adjusting any loss, Sasria will take into account and shall make a fair allowance if any shortage in turnover or revenue due to the damage is postponed because the turnover or revenue has been temporarily maintained from accumulated stocks.

Salvage sale clause

If after an insured loss the insured hold a salvage sale during the indemnity period then Sasria will take into account any income earned thereby in so far as the loss of net profit may be affected.

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 Gross Profit earned 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 Gross Profit, the abovementioned declaration shall be increased by the Nominated Insurer for the purpose of premium adjustment by the amount by which the Gross Profit 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 Gross Profit for the relative Period of Insurance Sasria 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.