ITOO™ art
INSURE

POLICY WORDING
Photographer

Hollard.

Underwritten by The Hollard Insurance Co. Ltd, an authorised Financial Services Provider

www.itoo.co.za

ITOO is an authorised Financial Services Provider, FSP number 47230

The purpose of insurance is to give you peace of mind that you will be covered when an unexpected and unforeseen event happens to your *equipment*.

We will pay a valid claim for the benefits set out in this policy during the *period of insurance* on condition that:

- the *premium payer* pays the *premiums* set out in this policy;
- you give us all information that *materially* affects the risks insured in this policy; and
- you keep to all the terms and conditions of this policy.

THE PARTIES TO THIS POLICY

This policy is a legal contract between the *policyholder* and Hollard. Only the *policyholder* has rights under this policy.

- 'We', 'us' and 'our' refer to The Hollard Insurance Company Limited (Hollard), registration number 1952/003004/06. Hollard is a registered insurance company (Short-term Insurance Act 1998) and an authorised Financial Services Provider (Financial Advisory and Intermediary Services Act 2002).
- Certain functions are performed by ITOO Artinsure, as explained in the **Quick reference guide**. The words 'we', 'us' and 'our' include ITOO Artinsure, even though ITOO Artinsure is not a party to this policy.
- 'You' and 'your' refer to the *policyholder* named in the policy schedule.

KEY DEFINITIONS USED IN THIS POLICY

We have given a specific meaning to certain words. These words appear in *italics*. The glossary at the end of this document gives the full set of definitions. Below are the most common definitions used in this policy.

- *'policyholder'* refers to you, the owner of the policy named in the policy schedule.
- *'co-insured'* refers to any other person or a personal trust or entity who also has an insurable interest in certain items covered under this policy. The *co-insured*, as set out in the policy schedule, is noted for their respective rights and interests only.
- *'period of Insurance'* is any period for which you paid *premiums*.
- *'policy start date'* is the date on which cover begins under this policy as set out in the policy schedule.
- '*sum insured'* is the replacement value of an item as set out in the *equipment list*.
- '*equipment'* is photographic equipment that belongs to you, or for which you are legally responsible, as set out in the *equipment list*.
- *'equipment list'* is a list of all the photographic equipment that you asked us to cover under this policy. This list must include a detailed description, serial number, the replacement value and age of each item at the time of incepting the insurance, supported by acceptable proof thereof.
- '*limit'* is the maximum amount that we will pay for a claim. The *limit* could be the *sum insured*, or it could be a different amount. The *limits* for all benefits are set out in the policy schedule.
  - '*excess'* is the first amount you must pay towards a claim under this policy. Your *excess* amount will be the total of the following *excesses* as set out in the policy schedule:
  - basic *excess* is the excess applicable to all claims.
  - Additional *excess* is an extra amount on top of your basic excess applicable to total loss claims on camera bodies and laptops, which are older than 24 months from purchase date.

TOO Special Risks (Pty) Ltd
Authorised Financial Services Provider: FSP 47230
Photographer 2023-04-25

HOW TO READ THIS POLICY

- The plural of the above definitions is used where appropriate.
- The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- When we refer to a specific section of this policy, the reference will include the name of the heading. For example, **You must give us true information** as set out under **Your responsibilities.**
- Days refer to ordinary calendar days, including weekends and public holidays.
- Month means 30 days including weekends and public holidays. For example a policy that started on the 15th calendar day will complete its month at 30 consecutive days from that day.
- Words which refer to natural persons will also refer to legal persons.
- Words referring to one gender will also refer to the other gender.

QUICK REFERENCE GUIDE

The **Quick reference guide** is a separate document that contains contact details and other important information to ensure you always have all the information you need. This document does not form part of your policy.

It is important to keep the **Quick reference guide** with your policy wording and policy schedule.

You can contact Hollard or ITOO Artinsure on the contact details set out in the **Quick reference guide.**

Your policy

Your policy is a legal contract between you and us and includes the application and all additional information declared to us, the policy schedule and the policy wording.

- The **application** is the physical or electronic form that you completed where you asked us to insure you under this policy, and where the *premium payer* agrees to pay the *premium*.
- If you make any changes or additions to the policy after the policy start date, the physical or electronic form you completed will also be part of this policy.
- The **policy wording** (this document) includes all the terms and conditions applicable to your cover.
- The **policy schedule** is issued with your policy wording and sets out (amongst other things) the details of the *policyholder*, the benefits, *limits* and *excesses*, the *premium* and all information that is not set out in the policy wording. The policy schedule also sets out any specific conditions that may apply to your cover.

The policy schedule and the policy wording make up your policy document that we sent to you. You must carefully read these documents together. Make sure you understand what you are covered for as well as what your responsibilities are. If you do not keep to the terms of this policy, it may result in us not paying a claim or cancelling your policy.

If you find any errors on the policy schedule, please tell us immediately on the contact details set out in the **Quick reference guide**.

We are not bound by any changes unless we have agreed to them in writing and have included them into this policy by issuing you with a new policy wording or policy schedule. This policy document replaces all previous policy documents.

The policy document will always be the final determining factor in the event of any disagreement around meaning or interpretation.

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YOUR RESPONSIBILITIES

1. You must give us true information

We base the terms on which we insure your *equipment* on the information you give to us through your *broker*. You must tell us of any *material information* that you are reasonably expected to know. This is important when you have a claim. You must tell us about this information at the start of the policy and whenever this information changes, within 14 days from the date that it has changed.

If any of this information is incomplete or incorrect at any time during the *period of insurance*, our decision to insure your *equipment* would have been based on this information. If we had known the complete and correct information, we may not have agreed to cover, or continue to cover your *equipment*.

We may cancel your policy from the date that you gave us incorrect information, and you may lose your right to claim as well as *premiums* paid. We may apply special conditions, for example a reduced *sum insured* or a higher *excess*.

2. You must maintain your equipment and prevent loss or damage

You must maintain your *equipment* and take all reasonable steps to prevent loss or damage to your *equipment*. Following any event you must take reasonable steps to protect your *equipment* from further loss or damage. An event is any event that could result in the equipment getting lost or damaged.

For example, if a pipe leaks and causes your *building* to be flooded, you have a responsibility to call in a plumber to turn off the flow of water to prevent further flooding and damage to your *equipment*.-

3. You must have an insurable interest

In order for an insurance policy to be valid, you must have an insurable interest in the *equipment* throughout the *period of insurance*.

This means that you can only claim for property which, if lost or damaged, will cause you to be worse off financially. For example:

- where you are the owner of the *equipment*; or
- where you are responsible for replacing items of equipment that belong to members of your *immediate family* living with you who are financially dependent on you.

If your insurable interest in the *equipment* changes, you must tell us in writing within 14 days. If you do not tell us you will lose your right to claim as well as *premium*s paid.

4. You must be honest

All dealings about this policy must be done honestly and in good faith. We will not accept any responsibility under this policy if you or any person acting for you is dishonest or misrepresents any information.

4.1 You will lose your right to claim if we are prejudiced or suffer a loss under any cover section because of:

a) dishonest behaviour;
b) misrepresentation;
c) inflated or exaggerated claims; or
d) criminal activity.

4.2 We may cancel your policy from the date of the actions listed above.

4.3 Give us accurate information

You must make sure that all the information you give us about yourself, your property and your risk profile is accurate. This will include information about your financial situation, such as insolvency. Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

You must tell us immediately of any material changes that may increase the risk of loss or damage to your insured property. We will then have the right either to cancel the policy, or let it continue with new terms and conditions.

4.4 We may take legal steps to recover cost and expenses from you.

5. You must keep to the terms and conditions

You must keep to all the rules, terms, conditions, your responsibilities and the claims process set out in this policy document. Remember the policy document includes the policy schedule and the policy wording.

6. You may not transfer your rights to another person

This policy does not give any rights to any person other than the *policyholder* or the *co-insured* (where applicable). You may not transfer your rights to benefits payable under this policy to another person or legal entity. This is known in law as a cession.

If you try to transfer the rights to any benefits in this policy to another person, we will not recognise that contract. We will continue our contract with you as if you had not contracted with someone else.

YOUR PHOTOGRAPHIC EQUIPMENT COVER

1. Conditions for cover

a. The *risk address* of the *building* must be within the borders of South Africa or as set out in the Policy Schedule.

b. You must give us the *equipment list*, within 15 days after the *cover start date*. The equipment list must specify all items valued at more than R1,500. We will also cover unspecified items with a value less than R1,500 and more than R300 up to a total value of R5,000 per claim.

- We will cover your *equipment* during the 15 days at current replacement value.
- Acceptable proof of value includes valuation certificates, sales receipts or debit details on a credit card or bank statement. These document should include the item description or code, the price, date and place where you bought the item.
- If we do not receive your *equipment list*, within 15 days after the *cover start date*, your cover will automatically end.
- We will pay back any *premium* we received for the time that we did not cover your *equipment*.

c. It is a condition precedent to Our liability in respect of loss of or damage to Your equipment (or for which You are responsible) by theft or any attempt thereat from any insured building stated in the schedule, that there must be forcible and violent entry and the security measures declared to us are set, armed and made fully operational whenever the insured building is unoccupied by either You or your employees.

d. We will only cover loss or damage to your photographic equipment when away from the *risk address* if it is:

- carried by You or in Your line of sight but never unattended.
- deposited in a bank vault.
- locked inside a room or cupboard and any security devices have been activated.
- consigned to an airport or airline authority as the items have to be transited in the luggage hold of an aircraft
- in a Locked Luggage Compartment of your vehicle with all doors, windows and other openings of the vehicle closed, securely locked and properly fastened. The Equipment must be out of sight, and the vehicle must be fitted with both an alarm and immobiliser that are operational. Theft of equipment should involve forcible and violent entry into the vehicle. If the equipment is stolen from your vehicle without any forced entry and you blame that on interference with your remote control by a blocking device, then you must prove it to us by providing CCTV footage of the event.

2. What we cover

We will cover your *equipment* for the **Main cover**, and **Optional benefits**. You must read the detail under each of these headings to understand your cover.

3. Main cover

We will cover your *equipment* for accidental loss or damage Worldwide. An accidental incident is one that you could not foresee, that happens unexpectedly and unintentionally at an identifiable time and place.

4. Optional benefits

These are not automatic benefits. You must choose to be covered for an optional benefit and pay the extra *premium*. We will only cover an item for an optional benefit if that item is also covered under the **Main cover** and included in the *equipment list*.

4.1 Reshoot costs resulting from accidental damage to exposed film negatives positives, prints, digital disks, memory cards, and or computer hardware

What is covered?

1. We will indemnify You, up to the separate amount shown in the policy schedule, against reasonable and necessary production costs and expenses attributable to a photographic shoot and the reasonable and necessary cost of reproduction of photographic work required, which directly results from Accidental Damage to exposed film negatives positives, prints, digital disks, memory cards, and or computer hardware, which is the property of the Insured or for which you are responsible.
2. Subject to reasonable precautions being taken to back up the data.

4.2 Accidental damage to or theft of your Film Stock

We will pay for the cost of replacing your film stock up to the sum insured in the policy schedule only for the value of the materials together with the cost of replacement and not for the value to YOU of the information contained therein

4.3 Hire of equipment

We will pay the temporary hire charges for equipment whilst your damaged equipment is being repaired or replaced so long as

a) there is a separate sum insured specified in the policy schedule for hire of equipment;

b) the hire of alternative equipment is from a recognised reputable dealer or as agreed by Us;

c) we have approved the hire of the equipment;

d) we have approved the hire charges quoted; and

e) we have approved your claim for loss or damage to your equipment.

4.4 X - Ray Scanning

We will indemnify You against Accidental Damage to, unprocessed film arising out of the operation of scanning devices by airport security personnel; loss of fees and additional expenses and loss occurring whilst anywhere Worldwide. The amount payable shall not exceed the sum insured in the policy schedule

4.5 ACCIDENTAL DAMAGE TO OR THEFT OF PROPERTY AT EXHIBITIONS

We will pay the value of exhibits at the time of Damage including the stand its furnishings and equipment belonging to You or for which You are or deem yourselves responsible whilst such property is at any exhibition or in transit to or from any exhibition including loading, temporary housing, en route and unloading. The most We will pay is the sum insured stated in the Schedule

4.6 UNWITTING HANDLING OF STOLEN PHOTOGRAPHIC EQUPMENT

If Insured Property insured by this section which has been purchased in good faith is subsequently found to have been stolen and as such is returned to the legal owner or surrendered to the relevant police authority We will indemnify You for the cost of purchasing replacement Photographic Equipment provided that You shall provide Us with full documentary evidence of the original purchase of such Photographic Equipment in support of any claim and that such purchase shall have been made from a VAT registered trader the amount payable shall not exceed the sum insured in the policy schedule.

5. Public Liability (only applicable to Professional Photographers and Videographers)

Only if stated in the Policy Schedule , You are insured for a valid claim subject to the Amount Insured for the amount that You shall become legally liable to pay as damages (together with costs and expenses) to a claimant in respect of:

i. accidental injury to any person;
ii. accidental loss of or damage to property;
iii. nuisance, trespass, obstruction, loss of amenities, interference with any right of way, light, air or water;
iv. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy.

Provided that the event giving rise to the legal liability:

I. is in connection with Your Business activities,
II. arises during the Period of Insurance
III. and Your claim to Us must have been brought to Us during the Period of Insurance.

A. What we will pay

Our liability under this Section is inclusive of costs and expenses shall not exceed the Amount Insured stated in the Schedule in respect of any one claim or a series of claims arising out of or consequent upon or attributable to one source or original cause. This limit is also the maximum amount payable in any one Period of Insurance. We will have no liability to the extent that the liability is indemnifiable in terms of another insurance policy.

B. Exclusions

You are not insured under this Section for:

i. Loss, damage or injury to any of Your directors, partners, members, staff or Employees;
ii. claims by any members of Your family or those of any Your directors or any permanent residents of Your home or those of Your directors;
iii. loss of or damage to property belonging to You or which is leased let rented hired or lent to or which is the subject of a bailment to You;
iv. any costs incurred in recalling or modifying any product supplied;
v. the costs of remedying any defect or alleged defect in land or Premises sold or disposed of by You or for any reduction in value thereof;
vi. the cost or value of any products supplied or replacement, repair, removal, rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such products supplied;
vii. the ownership possession or use by or on behalf of You of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles);
viii. lack of care or skill in the giving of professional or other advice or treatment for a fee in connection with Your business (other than first aid treatment);
ix. Any action brought in a court of law of any territory outside the Republic of South Africa, regardless that you have a branch or subsidiary in that territory.
x. any judgment, award, payment or settlement made within a country which operates under the laws of the United States of America or Canada or is subject to any order which is made anywhere in the world to enforce such judgment, award payment or settlement or part thereof;
xi. liability which attaches by virtue of any express warranty indemnity or guarantee given or entered into by You but which would not have attached in the absence of such warranty indemnity or guarantee;
xii. caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by You other than food and drink supplied incidentally for consumption on the premises;
xiii. liability assumed by agreement (other than under Your own standard conditions of contract) unless liability would have attached to You notwithstanding such agreement;
xiv. fines, penalties, punitive, exemplary or vindictive damages

C. Conditions

The amount payable under this Section, inclusive of any legal costs and disbursements recoverable from You by a claimant or any number of claimants and all other costs and expenses incurred with Our consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the Schedule.

1. How to claim

a. **Report a crime to the police within 24 hours** if you suspect that a crime has been committed.

b. **You must tell us of the claim as soon as possible, but not later than 30 days** after you became aware of the loss or damage. We will tell you what evidence and other documents we need to process the claim.

c. **You must send us the evidence and other documents we ask for** within the time that we will give you. We typically need the following, but we may ask for more depending on the details of your claim:

- A description of the damage you are claiming for.
- Photographs taken of the scene (if any were taken).
- Proof of forcible entry to or exit from the *building* (if applicable).
- The police reference number (case number).
- The details of witnesses and any other persons that were involved in the incident (if applicable).
- Details of any other insurance that covers the same *equipment.*
- Purchase receipts, serial numbers or any other proof of ownership
- Repair or replacement quotes from two suppliers.

d. **You must never do any of the following:**

- Admit guilt, fault, liability, or incur any legal costs without first obtaining our permission.
- Offer or negotiate to pay a claim.
- Accept any offer from another person for any damage that you want to claim for under this policy. If you do, you will not have any claim under this policy.

e. **If the steps above are not followed,** or you do not send us the information we ask for within the time we gave you, we may reject your claim.

f. **If you choose not to continue with the claim** after you have told us, you may still claim under this policy, but only within the time that we will give you. After this time we will no longer consider the claim and you would have lost all your rights to claim for that incident.

2. If your claim is valid

If we assess your claim as valid we will decide to repair, replace or pay cash for the item.

3. What we will pay

Main Cover

We may pay up to a maximum of the *sum insured* per item set out in the *equipment list* that you have provided us with *and* your proven loss for unspecified items.

a. If we repair an item, we may pay the service provider directly.

b. If an item is lost or destroyed, or you want us to pay cash, we may pay the actual *sum insured* of that item as listed on the *equipment list* or the replacement cost, whichever is the lesser.

c. Any payment we make will be after the application of the excess or additional excess which you must pay.

d. In respect of a total loss where there is salvage or we recover the item which was lost and have settled in full and final, we will thereby obtain ownership of the item and deal with it in any reasonable manner.

Optional Benefits

We may pay up to a maximum of the sum insured set out in the policy schedule for each optional benefit.

Any payment we make will be after the application of the excess or additional excess which you must pay.

4. What you must pay

An *excess* is the first amount that you must pay towards a claim.

a) There is a basic excess that applies to you which we will set this out in the policy schedule. We will tell you when to pay the *excess* to the service provider, or we may deduct the *excess* from the amount we pay you.

b) There may be an *additional excess* applicable to you if your claim is for a camera body or laptop which is older than 24 months old. You will be responsible for an additional excess, per incident as follows:

- Over 24 months to 36 Months 5%
- Over 36 months to 60 months 10%
- Over 60 months 25%

The calculation of the equipment age shall be from the date of first retail sale as new.

The additional excess shall not apply to any antique or vintage camera bodies that we have specified on the policy schedule as being on an agreed value basis. The additional excess shall only apply to a total loss on a camera body or laptop.

5. What if you have other insurance

If you have more than one policy in place that covers the same item of *equipment*, you have to declare it to us and the full amount of the claim will be split between the different policies. The cover you have under each policy will determine how we split the claim amount. You may not claim under your other policy for any amount that we have paid you under this policy.

6. Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities to you in terms of this policy. We will not be responsible for any other costs relating to that claim.

7. We will not pay any interest

Any amount due by us will not attract any interest.

8. If you do not agree with our claims decision

a. Complain to Hollard

If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our notice.

b. Complain to the Ombudsman

You may also send your complaint to the Ombudsman for Short-term Insurance at any time. Please contact the Ombudsman on the contact details set out in the **Quick reference guide**.

c. Take legal action

You may take legal action against us within 270 days of the date that you received our notice. To take legal action, summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim.

You may also choose to take legal action against us without first asking us to review our claim decision or contacting the Ombudsman for Short-term Insurance. If you take legal action against us before contacting the Ombudsman, you can only approach the Ombudsman for assistance after you have withdrawn the summons against us.

WHAT WE DO NOT COVER – EXCLUSIONS

There are certain instances when we will not pay a claim. These are referred to as exclusions. We will not pay a claim for loss or damage because of any of the following:

1. Consequential loss

Further loss or damages that you may suffer as a consequence of the reason for the claim. For example, if your *equipment* is damaged while being transported, we will pay for the damage. We will not pay for any loss you may suffer because your equipment could no longer be used.

2. Defective design, workmanship or materials

We do not cover any loss or damage to an item of equipment because of defective design, workmanship or materials, including any expenses to correct a fault in the design or construction of the item of equipment.

3. Asbestos

Any loss, damage or costs because of contact with asbestos in any form or quantity. This is because of the inherently hazardous nature of asbestos.

4. Theft by false pretences or scams

If any theft happens as result of you being tricked into parting with an item of *equipment* as part of a transaction that you believed was real. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

5. Wear and tear

Wear and tear is the gradual deterioration caused by normal usage, the environment or living things. It includes the following:

a. alteration, misuse, mechanical, electrical or electronic breakdowns, failures or breakages, or where a component fails to perform to its intended design specification;

b. loss or damage during any process involving, for example, heating, drying, cleaning, washing, dyeing, restoring, altering, renovating, repairing, maintaining, dismantling, decorating or any process needing the use of water;

c. damage caused directly by scorching, charring, melting, burning or smoke without flames;

d. gradual influence of exposure to sunlight and weather conditions;

e. a slowly operating cause for example rust, mildew, corrosion or decay;

f. reduction in value or depreciation in any form;

g. rats and other vermin;

h. moths or other insects including their larvae; or

i. loss or damage to your *equipment* caused by domestic animals, including:

- biting, pecking or clawing the equipment. For example: dogs chewing and biting parts of your equipment; and
- damage caused by an animal's faeces or urine.

We will, however, pay for damage caused by an animal that does not belong to you or anyone living with you, while it is accidentally trapped inside the *building*.

6. Care and maintenance

a. Loss or damage to your equipment because you fail to:

- protect and maintain your *equipment*.
- minimise the cost of any claim under this policy; or
- keep to all statutory obligations and by-laws or regulations relating to the safety of property.

b. Loss or damage to your *equipment* caused as a direct result of any building work, renovations or alterations of any kind. If you tell us about the work that you are planning to have done, we may agree to cover your *equipment* and we may have extra conditions.

c. Loss or damage to *equipment* left in the open, unless specifically designed to be left in the open and you have taken reasonable care to protect the item.

7. Confiscation or similar acts

We do not cover you for any loss, damage or costs because the police or any other authority legally took possession of an item of *equipment* for any period.

8. Losses covered by legislation

This is for any event where compensation is provided for by written law in South Africa, or any other country where this policy might apply.

9. Nuclear events and substances

These are risks associated with the nuclear industry in general. These include:

a. nuclear weapons and nuclear material;

b. ionisation, radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste; and

c. combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission or fusion.

10. Trade and economic sanctions

We cannot provide any cover if that means we would not comply with trade or economic sanctions. If we find out that you are subject to such sanctions, we will cancel your policy from the *policy start date* or the date that you become subject to sanctions. We will refund any *premium*s paid by you and will not pay any claims.

11. Riot, war, terrorism and similar events

This includes any loss or damage directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible. They include:

a. Civil commotion, labour disturbances, riots, strikes, lock outs or public disorder or any act or activity which is calculated to bring about any of the above.

b. War, invasion, act of foreign enemy, hostilities or war-like operations (whether war is declared or not) or civil war.

c. Mutiny, military uprising, martial law or state of siege, insurrection, rebellion or revolution.

d. Any act of terrorism, which means the use of, or threat of, violence by any person or group of persons acting alone, on behalf of an organisation for political, religious, personal, ethnic or ideological reasons, even if is not harmful to human life.

e. Any act calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change.

f. Any act in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of causing fear in the public.

g. Any event for which a fund has been established under the War Damage Insurance and Compensation Act.

h. Any attempt to perform any of the above acts or events is also excluded.

i. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to above.

12. Lent, let or sublet building

Loss or damage to your *equipment* while you have lent, let or sub-let the *building,* unless there is visible, forcible and violent entry to or exit from the *building*.

13. Deliberate acts

Loss or damage to your *equipment* caused deliberately by you. Loss or damage to your *equipment* caused deliberately by guests to your *building* or any of your employees, unless there is visible, forcible and violent entry to or exit from the *building*.

14. Grid failure and load shedding exclusion

We do not cover any loss, damage, liability, cost or expense, that is in any way caused by any electricity grid failure or load shedding.

This exclusion also applies to consequential losses in respect of any public utilities that are affected by grid Failure or load shedding, including but not limited to, the disruption of water, telecommunications and sewage systems. For clarity, there is no cover for loss, damage or liability from:

a. any public utilities that are directly affected by grid failure, such as the disruption of electricity, water and sewage systems.
b. damage as a result of power surge resulting from loadshedding or grid failure.
c. theft as a result of your security requirements, such as alarm system requirements, not being in place as a result of the loadshedding or grid failure.

For the purposes of this exclusion, the following definitions apply:

1. Load shedding is the planned withholding of electricity supply as a measure to protect the national grid from a total or partial failure when the national grid is constrained. Load shedding is implemented in phases so that an entire municipality, province or the country is not affected at the same time.
2. Grid failure is the failure, for any reason, of the electricity supply from the national, provincial, municipal or private grid to the electricity grid of South Africa. This will result in an entire municipality, province or country being affected at the same time. The definition of grid failure excludes load shedding as defined above.

The theft covers of the policy have security requirements, such as alarm systems. It must be noted that there is no cover in place if these requirements are not met in any way, whether directly or indirectly due to Grid Failure. You should make provision for alternative power backup to your security systems.

PREMIUMS AND CHANGES TO THE POLICY

1. When and how to pay your premium

1.1 What you must pay

The *premium payer* must pay the *premium* as set out in the *policy schedule*. If you are not the *premium payer* and the *premium payer* stops paying the *premium*, you must pay the *premium* for cover to continue.

All *premiums* must be paid in advance. Your *premiums* may be paid monthly or annually, as set out in the policy schedule. Any *premiums* paid to a *broker* that is authorised by us to collect *premiums* on our behalf, are considered to be paid to us.

1.2 Pay your premiums on time

Your premiums − whether paid monthly or annually – must reach us on time. All premiums are payable in advance, before your policy starts.

Monthly premiums

Monthly premiums are payable by bank debit order unless we have agreed otherwise, but only as an interim arrangement.

Your very first premium must be paid on time in advance; there is no grace period.

A grace period is where we have agreed to keep you covered for a specific period, although your premium for that period has not been paid on time. The grace period always ends on the date the next premium is due.

If you miss a payment for any subsequent month, we will keep you covered for that month as a grace period. We will, however, request payment (by debit order) of two months' premium the next month. If we do not receive the two months' premium, or you instruct your bank to stop the payment, your policy will be automatically cancelled. This cancellation will be backdated to the date on which your first payment was supposed to have been made. No cash payment by you after the grace period, without our prior agreement, will be accepted or will reverse this cancellation.

Annual premiums

If you are paying annually, you are allowed a 30-day grace period after the start of your policy to settle your payment. If you miss this deadline, your policy will automatically lapse. Any claims you may make during the grace period will not be settled until you pay all premiums still outstanding, or agree to them being deducted from any settlement.

2. When policy conditions change

We will tell you at least 30 days before the effective date of any changes we make as set out below.

We will send you an updated policy schedule, policy wording and an explanation of the changes.

Unless you tell us that you do not want to continue with this policy, we will automatically renew your policy on the terms set out in the updated policy schedule and policy wording.

2.1 We will adjust your *premium*

When we calculate the *premium* we consider the best estimates of future experience. The *premium* should be sufficient to provide the benefit for the full *period of insurance*. Because future experience is uncertain, it may be necessary to increase or decrease the *premium*. We will review your *premium* every year on the *policy review date.*

2.2 We may make changes to the policy conditions

We may change the terms and conditions of this policy at any time and not just at the *policy review date*. A change might affect the *premium* and the *excess*.

If any statutory authority introduces measures which affect this policy or if legislation changes, we will make the necessary changes and tell you of the reason for the changes.

2.3 You may make changes to the policy conditions

If you ask us to make any changes to the policy conditions it will be effective from the date agreed to by us. Any changes you make may affect your *premium*.

ENDING THIS POLICY

1. When this policy ends

This policy (the legal contract) ends when:

a. you do not pay the *premiums* due under this policy as set out in **Section E: Premium and changes to the policy**;

b. you no longer have an insurable interest in any of the items of *equipment* insured under this policy;

c. we cancelled this policy as set out in **Section A: Your responsibilities, You must give us true information** or **You must be honest**; or

d. the 30 day period for cancelling this policy (as set out below) comes to an end.

2. Cancelling this policy

2.1 When you may cancel

You may cancel this policy at any time.

2.2 When we may cancel

We may cancel this policy by giving you 30 days' written notice.

3. The effect of premiums after cancellation

If this policy is cancelled and:

3.1 It is an annual policy, we will refund you a pro-rata premium for the remaining period regardless that you claimed under this policy.

3.2 It is a monthly policy and we have settled your claim for a total loss (for example the insured item is stolen or destroyed), cover for the item or the collection under this policy will cancel effective from the first day of the month following the date of loss, and we will not refund you any premium.

3.3 we will have the right to retain a portion of any premiums we are obliged to refund you, for any period that you remained covered before the cancellation became effective.

GENERAL CONDITIONS

1. Our liability

Our liability in terms of this policy is conditional on you, or anyone acting on your behalf, keeping to all the terms and conditions of this policy. All claim payments are subject to the verification of the validity of any claim. If we reject a claim, we may ask you to pay back any benefits that we may have paid for that claim.

2. The privacy of your personal information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website..

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

3. No waiver

If we agree to change any deadlines or requirements in terms of this policy, it does not mean that we have agreed generally or in all cases to change the deadlines or requirements.

4. We will send correspondence to you

We will send all correspondence to your last known address or email address. We assume that you received and read our correspondence if it was addressed to you, or to your *broker*.

5. We will take over your rights

Once we paid you for a claim, your rights to claim against the party that caused the loss or damage are automatically given to us.

You must give us all information and assistance that we need to claim from the party that we consider responsible.

If you do not allow us to take this action, you may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.

6. Currency

Premiums and claims payable under this policy must be paid in South African Rand only or as otherwise agreed.

7. Law

The policy will be governed by and interpreted in accordance with South African law in the courts of South Africa.

GLOSSARY OF DEFINED TERMS

We have given a specific meaning to certain words. These words appear in *italics*. This glossary gives the full set of definitions that have the same meaning anywhere in this policy.

Broker
The person or entity you appoint to carry out any of your duties under this policy on your behalf. The person or entity is set out in the policy schedule.

Building
This is any of the following *buildings* situated at the *risk address*, as set out in the policy schedule:

- Your home, which is the private residential *building* and outbuildings used for domestic purposes (for example a house, townhouse or flat). Outbuildings include, but are not limited to, garages, domestic employee quarters and storerooms.
- Your office.

Co-insured
Any other person, personal trust or entity who also has an insurable interest in certain items covered under this policy. The *co-insured*, as set out in the policy schedule, is noted for their respective rights and interests only.

Equipment
Photographic Equipment that belongs to you, or for which you are legally responsible, as set out in the *equipment list*.

Equipment list
A list of all the *photographic equipment* that you asked us to cover under this policy. This list must include a description and the value of the item, supported by acceptable proof of each item's value.

Excess
This is the first amount you must pay towards a claim under this policy. Your *excess* amount will be the total of the following *excesses* as set out in the policy schedule:

- basic *excess* is the excess applicable to all claims.
- additional *excess* is an extra amount on top of your basic *excess*.

Film stock
Including, but not limited to the collection of Photographic Transparencies, Disks, Digital Images or Imagery, Negatives or Prints (either complete or in the process of completion), all belonging to You

Immediate family
Members of your *immediate family* include only your partner, parents, parents-in-law, children, biological brothers and sisters.

Limit
This is the maximum amount that we will pay for a claim. The *limit* could be the *sum insured*, or it could be a different amount. The *limits* for all benefits are set out in the policy schedule.

Material information
Information that affects our decision to insure your property on the terms and conditions in this policy. For example, moving to a new address, adding a thatch lapa to your house or changing the security of your house.

Period of insurance	Any period for which you paid *premiums*.
Policy review date	The date on which we will review your *premium* every year. The date is set out in the policy schedule.
Policy start date	The date on which cover begins under this policy as set out in the policy schedule.
Policyholder	You, the owner of the policy named in the policy schedule.
Premium	The *premium* due as set out in the policy schedule. This is the amount that you agreed to pay to us.
Premium payment date	The date on which the *premium payer* must pay the *premium*. • Monthly *premiums*: The date in each month that we will debit the *premium payer's* bank account, as set out in the policy schedule. • Annual *premiums*: The date each year on which the *premium payer* must pay the full annual *premium*, or on which we will debit the *premium payer's* bank account if *premium* is paid via debit order.
Premium payer	*The person* who has agreed to pay the *premiums* to us and is named in the policy schedule.
Risk address	Is the address at which the *building* is situated, as set out in the policy schedule.
Sum insured	This is the amount you are insured for as set out in the policy schedule.

SASRIA COVER

The special risks insurer is Sasria SOC Limited (Registration number 1979/000287/06), also known as Sasria. Sasria is an authorised financial services provider. The acronym SASRIA stands for the "South African Special Risks Insurance Association".

a. Sasria insures you for any accidental or intentional damage to your *equipment* caused by any person or group of people taking part in a riot, strike, lock out, public disorder, civil commotion or committing any act that has a political, social or economic aim, objective or cause, or in protest against any state or government.
b. This cover is limited to events in South Africa only.
c. The Sasria *premium* is set out in the policy schedule.
d. Please refer to the **Quick reference guide** for Sasria's contact details and information on how to claim.

SASRIA FIRE POLICY

In consideration of the prior payment of the premium stated in the coupon and the receipt thereof by or on behalf of Sasria SOC Limited,(hereinafter called the Company) and subject to the underlying policy being current and valid at the effective date as stated in the Schedule, the Company 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 in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the 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 other 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.

PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R 1,5 billion, if the Insured has chosen the optional Excess of Loss R 1 billion cover, where the property insured is in the Republic of South Africa.

- For this purpose ONE INSURED shall mean:
- Any Single One Insured, 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, the Company reserves the right to determine who the One Insured is for this purpose.

PROVIDED FURTHER that 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 tenantable;

b. Loss or damage resulting from total or partial cessation of work, or the retardation or interruption or 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. 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.

e. 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 l976) or any similar Act operative in South African territory to which this policy applies.

If it is alleged that by reason of this exclusion any loss (es) is not covered by this Coupon the burden of providing the contrary shall be upon the insured.

CLAIMS NOTIFICATION

The Agent or Intermediary will advise Sasria of a loss within thirty (30) days from the date they receive the claim.

A claim shall not be payable if twenty four (24) months have elapsed since the occurrence of the Insured Event unless the claim is subject of pending legal action or final assessment of the loss by the Insurer have not been reached.

CONTRACTUAL VALUE

Where Property Insured is extended under the Replacement Value Clause and is the subject of a lease, rental, hire or similar agreement which requires the Insured to insure and/or be responsible for the property at an agreed value then the measure of cover provided shall be the agreed value as stipulated in the lease, rental or hire agreement. The definition set out under the Basis of Loss Settlement on the underlying policy shall not apply in respect of a claim under this clause but always limited to thetotal Sum Insured.

CONDITIONS

1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his Intermediary or Sasria agent.

3. Transfer

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

4. Arbitration

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 Arbitor(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.

5. Company's rights after an event

a. On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy,

i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not,

ii. take over and conduct in the name of the insured the defence or settlement of any claim and 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 and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.

b. The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

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(i), A(iii)(b), A(iv), A(v), A(vi) 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. Any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;
   d. The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions. In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,
   e. Where required by the Insurer, the Insured shall at the commencement of such insurance and when required provide the Insurer with a written estimate of the cost at such date of reinstatement of the Property Insured to which this section applies made and certified by a Valuator acceptable to the Insurer.
   f. The Sum Insured under the policy and this section in respect of each item will not be less than the amount of such estimate, and may be adjusted for renewal provided this is done within a two months period of the renewal date.
   g. Where a building or structure is destroyed, the Insured is entitled to carry out the replacement by an equivalent building upon another site and in any manner suitable to the requirements of the Insured provided that the Insurer's liability does not exceed the cost which would have been incurred had reinstatement been carried out on the original location.

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(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 mutatis mutandis.

1. If the property covered in terms of the attached Schedule shall at the commencement of any destruction 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.
2. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.
3. No alteration of this Coupon Policy is valid unless signed by a Director of the Company
4. Any Reinstatement Value Conditions in the Underlying Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
5. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.