

Policy Document

BnB Sure...

Providing necessary insurance cover for owners of private residences letting their residential homes during the 2010 FIFA WORLD CUP



More than just Insurance

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General exceptions conditions and provisions

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the payment of the premium by or on behalf of the insured and receipt thereof by or on behalf of the company, the company specified in the schedule agrees to indemnify or compensate the insured by payment or, at the option of the company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified. Where more than one insurance company or insurer participates in this insurance, the expression "company" shall be amended to "insurers" wherever it appears in this policy. Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

General exceptions

1. War, riot and terrorism

- (a) This policy does not cover loss of or damage to property related to or caused by
- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing.
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - (iii)
 - (1) 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
 - (2) insurrection, rebellion or revolution.
 - (iv) 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.
 - (v) 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.
 - (vi) any attempt to perform any act referred to in clause (iv) or (v) above.
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 1(a) (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of clause 1(a) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

- (b) 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 1976) or any similar Act operative in any of the territories to which this policy applies.

2. Nuclear

Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- (a) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

- (b) nuclear material, nuclear fission or fusion, nuclear radiation;
- (c) nuclear explosives or any nuclear weapon;
- (d) nuclear waste in whatever form; regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

3. Computer losses

General exception applicable to all sections of this policy insuring damage to property or the consequences of damage to property or any liability

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover:

- (a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or whatsoever resulting or arising therefrom;
- (b) any legal liability of whatsoever nature;
- (c) any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:
 - (i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
 - (ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
 - (iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
 - (iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the insured or not.

General 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. Other insurance

If, at the time of any event giving rise to a claim under this policy, any insurance exists with any other insurers covering the insured against the defined events, the company shall be liable to make good only a rateable proportion of the amount payable by or to the insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

Notwithstanding the foregoing, the Liability Section of this Policy does not cover any expense or liability covered under or indemnified by any other policy of insurance, however, this exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other policy of insurance.

3. Cancelled

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 from the date of inception stated on the proposal form forming part of this policy

4. Prevention of loss

The insured shall take all reasonable steps and precautions to prevent accidents or losses.

5. Claims

- (a) On the happening of any event which may result in a claim, including circumstances which might reasonably be expected to give rise to a claim under this policy the insured shall, at their own expense
 - (i) give notice thereof to the company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured.
 - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by the company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property.
 - (iii) as soon as practicable after the event submit to the company full details in writing of any claim.
 - (iv) give the company such proof, information and sworn declarations as the company may require and forward to the company immediately any communication, writ, summons or other legal processes or commenced against the insured in connection with the event giving rise to the claim.
- (b) No claim (other than a claim under the business interruption or personal accident section) shall be payable after the expiry of 24 months or such further time as the company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the insured's legal liability to a third party.
- (c) No claim shall be payable unless the insured claims payment by serving legal process on the company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- (d) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.

6. 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 nor shall any costs be incurred 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.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the company shall thereafter not be under further liability in respect of such event.

7. Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

8. Reinstatement of cover after loss

In consideration of sums insured not being reduced where appropriate by the amount of any loss, the insured shall pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

9. Breach of conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

10. No rights to other persons

Unless otherwise provided, nothing in this policy shall give any rights to any person other than the insured. Any extension providing indemnity to any person other than the insured shall not give any rights of claim to such person, the intention being that the insured shall claim on behalf of such person. The receipt of the insured shall in every case be a full discharge to the company.

11. Dispute

This Policy shall be governed by South African Law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this Policy, it is understood and agreed by both the Insured and Insurers that the dispute will be referred to non-binding Arbitration at a convenient venue for both parties. Arbitration shall be initiated by the delivery of a written notice of request for Arbitration by one party to the other. Each party shall bear the expenses of its own representation and shall jointly and equally bear with the other party the expenses of the Arbitration. Failing mutual agreement on a suitable Arbitrator, an Arbitrator shall be appointed by application to the President of the Law Society of South Africa.

If arbitration cannot resolve the dispute then such dispute shall be submitted to the exclusive jurisdiction of the Courts of South Africa. Both parties agree to comply with all requirements necessary to give such court jurisdiction.

12. Property covered

This policy applies only to such cover as is set out in each Section of the policy arising

- (a) in the ordinary course of being let as World Cup accommodation
- (b) out of the personal effects and goods of the owner

General provisions

1. Claims preparation costs

The insurance by each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the company in terms of general condition 6 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 in respect of a particular section, R5,000 or 10% of the sum insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

2. Payments on account

In respect of any section where amounts recoverable from the company are delayed pending finalisation of any claim, payments on account may be made to the insured, if required, at the discretion of the company.

3. First amount payable

Except where provided for specifically in any section, the amount payable under this policy/section for each and every loss, damage or liability shall be reduced by the first amount payable shown in the schedule for the applicable defined event.

4. Members

Wherever the word "director" is used it is deemed to include "member" if the insured is a close corporation.

5. Liability under more than one section

The company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

6. Schedule sums insured blank

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is

- (a) left blank or has no monetary amount stipulated against it;
 - (b) reflected as nil or not applicable or not covered or no indemnity extended;
- this means the defined event or circumstance shown in the schedule is not insured by the policy.

7. Security firms

If an employee of a security firm employed by the insured under a contract causes loss or damage, the company agrees, if in terms of the said contract that the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The company shall not raise as a defence to any valid claim submitted under any section or sub-section of this policy that the company's rights have been prejudiced by the terms of any contract entered into between the insured and any security provider relating to the protection of the insured property.

BnB SURE Insurance

Buildings section

Defined events

Loss of or damage (damage) to the building (including all ancillary structures situated at the address stated in the schedule including landlord's fixtures and fittings as would normally be sold with the building) having walls of brick, stone or concrete and roofs of slate, tile, concrete, asbestos or metal unless otherwise stated, by

1. fire.
2. lightning.
3. explosion.
4. storm, wind, water, hail or snow excluding damage
 - (a) to gates, fences and retaining walls.
 - (b) caused by underground heave, landslip or subsidence but this extension will not apply to the removal of land supporting the property insured by flowing surface water.
5. earthquake.
6. bursting, leaking or overflowing of water or heating installations or pipes including damage to such installation or pipes.
7. theft or attempted theft provided there is forcible and violent entry or exit but if the building is left vacant for more than 60 days in any one calendar year theft or attempted theft will not apply unless the company has given its prior consent in writing to extend cover.
8. impact including the cost of removing any fallen trees or branches that caused damage to the buildings.
9. breakage or collapse of radio or television aerials or masts including satellite dishes.

First amounts payable

The insured will be responsible for the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance. This table must be read in conjunction with the relevant clauses in this section.

1. Basic per schedule

Specific condition (Condition of Average)

If the property insured is, at the commencement of any defined event, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their 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 condition.

Extensions and clauses

1. Reinstatement value conditions

The insured may choose within six months of the date of damage to reinstate the property insured on the same site (or on another site and in manner suitable to the insured's requirements subject to the company's liability not being increased) as nearly as possible to its condition when new provided

- (a) the reinstatement must be started and finished in a reasonable time, otherwise no payment will be made beyond the amount which would have been payable had these conditions not been incorporated in this section.
- (b) the insured must have actually incurred the cost of reinstatement.
- (c) if at the time of reinstatement the cost, including the cost of demolition and professional fees, which would have been incurred had it been totally destroyed exceeds the sum insured at the time of destruction or damage, the insured shall be considered as being their own insurer for the difference and will bear a rateable proportion of reinstatement.

2. Capital additions

This section covers alterations, additions or improvements (but not appreciation in value in excess of the sum(s) insured) to the property insured for an amount not exceeding 20 percent of the sum insured thereon provided the insured advise the company of such alterations as soon as reasonably possible and pay any additional premium required.

3. Professional and other rebuilding costs

The company will pay costs necessarily incurred by the insured with its written consent

- (a) in demolishing the property insured, removing debris from the site and erecting hoardings required for building operations;
- (b) for architects' quantity surveyor's and consulting engineers fees;
- (c) for local authorities' scrutiny fee following a defined event.

4. Loss of rent

If the building becomes uninhabitable as a result of a defined event the company will pay the insured up to 20 percent of the sum insured. The amount payable will be based on

- (a) the period necessary for reinstatement; and
- (b) the annual rent of the building unfurnished or its equivalent rental value.
- (c) the personal rental costs of the owner and not the income revenue value of the rented accommodation to World Cup guests

5. Public supply or mains connections

The company will pay for accidental damage to water, sewerage, gas, electricity and telephone connections for which the insured is legally responsible between the building and the public supply or mains connections.

6. Glass and sanitaryware

The company will pay for accidental breakage of

- (a) fixed glass including mirrors.
- (b) fixed sanitaryware excluding chipping, scratching or disfigurement in the building unless it is vacant.

7. Mortgagee

The interest of any mortgagee is limited to an amount owing by the insured to the mortgagee in respect of the property insured and will not be invalidated by any act or omission of the insured which occurs without the mortgagee's knowledge ranks prior to the interest of the insured.

8. Repairs and measures after loss

After loss or damage by any insured event the insured may, to minimise further loss, undertake temporary repairs and any measures necessary for the safety of the property insured.

The company will pay the reasonable costs of

- (a) extinguishing a fire.
- (b) emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged up to the limits of indemnity stated below.

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

- (a) Temporary repairs and other measures limited to R5,000
- (b) Emergency accommodation limited to R5,000

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Contents section

Defined events

Loss of or damage (damage) to the property insured being household goods, personal effects, fixtures and fittings and fittings that would not normally be sold with the residence, belonging to the insured (who shall include members of the insured's family normally resident with the insured or family members for which the insured is legally responsible) at

1. the address stated in the schedule within the territorial limits of the Republic of South Africa by
 - (a) fire.
 - (b) lightning
 - (c) explosion.
 - (d) storm, wind, water, hail or snow excluding damage
 - (i) to property in the open.
 - (ii) arising out of any process necessarily involving the use or application of water.
 - (e) earthquake.
 - (f) bursting, leaking or overflowing of water or heating installations or pipes excluding damage to such installations or pipes themselves.
 - (g) sudden and violent damage to the building caused by impact.
 - (h) theft or attempted theft provided that there is forcible and violent entry or exit
 - (i) damage directly occasioned by or through or in consequence of
 - (i) civil commotion.
 - (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above provided that this event does not cover
 - (1) damage occurring in the Republic of South Africa or Namibia.
 - (2) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
 - (3) damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.
 - (4) damage caused by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority.
 - (5) damage caused by or related to any occurrence referred to in General exception 1(a) (ii), (iii), (iv), (v) or (vi) of this policy, or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that damage is not covered by reason of proviso (1), (2), (3), (4) or (5) of this event, the burden of proving the contrary shall rest on the insured.

Specific condition (Condition of average)

If the property insured is, at the commencement of any defined event, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their 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 condition.

Specific exceptions

The company shall not be liable for

1. money or negotiable instruments except as specially mentioned.
2. medal, stamp and coin collections except as specially mentioned.
3. motor vehicles, trailers, caravans, water craft, aircraft of any sort whether a licence is required or not to fly such aircraft and their accessories, livestock or trade goods of any description.
4. property more specifically insured.
5. precious metals and stones, jewellery and furs to the extent that their undamaged value exceeds 30 percent of the total sum insured.

Extensions and clauses

1. Debris removal

The company will pay costs necessarily incurred by the insured with its written consent in removing debris from the residence following a defined event.

2. Goods in the open

The company will indemnify the insured up to a maximum amount of 1% of the sum insured or R25,000 whichever is the greater for loss by fire, storm or theft of laundry, garden furniture and implements including portable braais and lawnmowers and swimming pool equipment from the insured premises.

3. Locks and keys

The company will indemnify the insured up to a maximum amount of R5,000 for costs necessarily and reasonably incurred following loss of or damage to any locks or keys (including cardkeys and remote control devices) for the premises and its outbuildings.

4. Rent and alternative accommodation

If the premises becomes uninhabitable because of loss or damage caused by a defined event the company will pay

- (a) rent for which the insured is liable in his/her personal capacity.
- (b) any reasonable additional costs incurred with its consent in providing alternative accommodation for the insured and domestic employees normally resident with the insured but only for the period necessary for reinstatement and up to 20 percent of the contents sum insured.

5. Repairs and measures after loss

After loss or damage by any insured event

- (a) the insured may, to minimise further loss, undertake temporary repairs and any measures necessary up to an amount not exceeding R5,000 for the safety of the property insured.
- (b) the company will pay the reasonable costs of
 - (i) extinguishing a fire.
 - (ii) emergency accommodation up to an amount not exceeding R5,000 whilst the property insured is uninhabitable until alternative accommodation can be arranged.

6. Telephones

The company will indemnify the insured up to an amount not exceeding R2,000 for accidental damage including electrical or mechanical breakdown to any telephone or ancillary equipment in the premises provided that

- (a) Telkom trade-in regulations shall apply where practicable.
- (b) Lines, extension wires and cellular telephones are excluded.

Basis of valuation

The amount payable in the event of a total loss of any article of property insured will be the current replacement cost, but the liability of the company will not exceed the sum insured on any specified item. The insured shall provide satisfactory proof of valuation and ownership of the article at the time of loss.

Malicious damage exclusion

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, this section does not cover damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage.

BnB SURE Insurance

Liability section (Occurrence basis form)

Operative clause

Insurers will indemnify the Insured, in consideration of the payment of the Premium, against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any African country south of the equator.

This indemnity applies only to such liability as is set out in each insured Sub-Section of this Section arising in the ordinary course of a personal residence being let as accommodation for guests attending the 2010 FIFA World Cup; subject always to the terms and conditions of such Sub-Section and of the Policy as a whole.

Definitions

For the purpose of determining the indemnity granted:

1. Injury

"Injury" shall mean death, bodily injury, illness or disease of or to any person.

2. Damage

"Damage" shall mean loss of possession or control of or actual damage to tangible property.

3. Product

"Product" shall mean any physical property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not include food or drink or toiletries and other requisites supplied by or on behalf of the Insured to guests of the establishment.

Proposal

"Proposal" shall mean a written proposal made by or on behalf of the Insured as evidenced by this Policy, including any statements, declarations, warranties or information upon which the Insured has relied and, where a special form or presentation has been used for the purpose.

Defence costs

Subject always to Limit of Liability, the Insurers will pay all reasonable legal costs and expenses incurred by the Insured with Insurers' prior consent

1. in the investigation, defence or settlement of and/or
2. as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any occurrence which forms or could form the subject of indemnity by this Policy ("Defence Costs").

Indemnity to others

The indemnity granted extends to

1. at the request of the Insured, any party who enters into an agreement with the Insured Entity for any purpose of the Business, but only to the extent required by such agreement to grant indemnity and subject always to Clauses 3c under Care, Custody & Control and 2 under Section exclusions.
2. officials of the Insured in their business capacity for their liability arising out of the performance in their private capacity arising out of their temporary engagement of the Insured's employees.
3. at the request of the Insured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured.
4. the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such.
5. the personal representatives of the estate of any person indemnified by reason of this Clause 4 in respect of liability incurred by such person.
6. liability assumed by the Insured under a contract entered into with any security firm and arising out of any wilful or negligent acts or omissions of employees of the security firm whilst undertaking any duties in terms of the contract.

7. the owner of the rented accommodation in his personal capacity, subject always to Clause under Section exclusions - Personal liability.
provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

Wrongful arrest and defamation

The defined events are extended to include damages

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest).
2. in respect of defamation provided always that the limit of liability as stated in Clause 7 shall not exceed R100,000 per claim under each of 1 and 2.

Cross liabilities

Each person or party specified as an Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other such person or party, subject to Insurers' total liability not exceeding the stated Limit of Liability.

Limit of liability

Regardless of the number of Insureds, additional Insureds or entities comprising an Insured or the number of claims or claimants or any other reason whatsoever, Insurers' liability to pay damages, including claimants' costs, fees and expenses, shall not exceed the sum stated in the Schedule against each Sub-Section in respect of anyone occurrence or series of occurrences arising from one originating cause, but under Sub-Section B the Limit of Liability represents Insurers' total liability in respect of all occurrences during the period of insurance stated in the schedule, period commencing on the first day of coverage with Insurers hereon.

Should liability arising from the same originating cause form the subject of indemnity by more than one Sub-Section of this Section, each Sub-Section shall be subject to its own Limit of Liability, provided always that the total amount of Insurers' liability shall not exceed the single greatest Limit of Liability available under the Sub-Sections providing indemnity.

Defence Costs will be payable in addition to the Limit of Liability, however, if a payment in excess of the amount of indemnity available under this Section is necessary to dispose of a claim or series of claims arising out of one event, the Insurers' liability in respect of such Defence Costs shall be such proportion of the total

Defence Costs incurred as the amount of the indemnity available under this Section bears to the total amount necessary to dispose of the claim.

Sub-section A - Public liability Indemnity

The Insured is indemnified by this Sub-Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the period of insurance but not against liability arising directly or indirectly out of

1. pollution or
2. in connection with any Product other than food or drink or toiletries and other requisites supplied to guests of the establishment.

Exclusions

This Sub-section does not cover:

1. Motor Vehicles

Liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured.

2. Aircraft & Watercraft

Liability arising directly or indirectly out of the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways).

3. Care, Custody & Control

Liability for Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than

- (a) premises or the contents thereof temporarily occupied by the Insured for work therein or thereon but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work.
- (b) clothing and personal effects belonging to employees, visitors and guests of the Insured.
- (c) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.
- (d) vehicles and their contents and accessories but limited to R10,000, belonging to employees, visitors and guests of the Insured whilst using parking facilities provided by the Insured.

4. Other activities

- (a) Liability arising out of any activities relating to horse riding.
- (b) Liability arising out of the use of watercraft.
- (c) Liability arising out of the use by any person of a pedal cycle.
- (d) Liability arising out of any activity relating to scuba diving or any other "extreme sport" including but not limited to bungee jumping, parasailing or hang gliding.
- (e) Player to player liability arising out of any sporting activity.
- (f) Liability arising out of the use of any trampoline unless there is a notice alongside the trampoline stating that use of the trampoline is at the risk of the user and the Insured accepts no liability for any accident or injury as a result of the use of the trampoline.
- (g) Liability arising out of any hunting activity.
- (h) Liability arising directly or indirectly out of any Injury and/or Damage involving Lion, Cheetah, Hippo, Buffalo or Elephant.
- (i) Liability arising out of Child Minding.

5. Farms & game

Liability arising out of any commercial farming activity or from the ownership or possession of any "game" or wild animals whether such game or wild animals are owned or kept for commercial purposes or not unless stated to the contrary on the schedule of the policy.

Section exclusions

In addition to the Exclusions specified under General exceptions, conditions and provisions of this Policy, and the Sub-section A Exclusions this Section does not cover:

1. Deliberate acts

Liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable precautions to prevent Injury or Damage.

2. Contractual liability

Liability assumed by the Insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee.

3. Fines, penalties and punitive damages

Liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.

4. Damage to products

Liability for Damage to any Product or part thereof

5. Product guarantee

Liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement.

6. Recall

Liability arising directly or indirectly out of the recall of any Product or part thereof.

7. Aviation products

Liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft.

8. Asbestos

- (a) Liability directly or indirectly caused by or alleged to have been caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or asbestos containing products.
- (b) Any obligation to defend any claim or suit against the insured alleging liability resulting from (a) above not to the underwriters liability for defence costs arising therefrom.

9. Terrorism

Notwithstanding any provision to the contrary in this policy or any endorsement thereto it is agreed that this Section of the policy excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this Section of the policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Internet cyber liability

Any claim, loss, liability or costs and expenses incurred directly or indirectly in connection with any operations involving the internet, intranet and extranet.

- (a) Notwithstanding the above, it is hereby understood and agreed that the indemnity provided by this policy shall apply to cover the liability of the Company arising from the following:
 - (i) Negligent act, error, omission and/or negligent misrepresentation and/or negligent misstatement.
 - (ii) Defamation, malicious falsehood (including slander of title and slander of goods) unintentional false attribution of authorship or passing off.
 - (iii) Unintentional infringement of intellectual property rights (including copyright, trademark, service mark, moral rights, patent rights, registered design) breach of confidence or infringement of any rights of privacy.
 - (iv) Unintentional misuse of any information, which is either confidential or subject to statutory restrictions on its use.
- (b) No cover will apply in respect of claims relating to the following:
 - (i) Fraudulent use by any employee of the Company's electronic or external e-mail.
 - (ii) Failure of systems to function and/or inability to transact/trade business for any reason, unless covered by (a) above.
 - (iii) Bulletin boards or chat rooms.
 - (iv) Failure of the Company to take precautions to prevent unauthorised access or use of an electronic system or programme.
 - (v) Legal actions brought within the USA and/or Canada and/or extensions which come under the jurisdiction of the United States of America and/or Canada.

Section conditions

In addition to the Conditions specified under General exceptions, conditions and provisions, this Section is subject to:

1. Self-insured excess

Insurers shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Section, including Defence Costs, which exceeds R2,500. The Insured shall retain this Self-Insured Excess for its own account and shall not insure it elsewhere.

2. Subrogation

Insurers shall become subrogated to all rights of recourse and remedies of the Insured, before as well as after any payment by Insurers to the extent of such payment and the Insured shall take all reasonable steps to preserve such rights and remedies.

Notwithstanding the above, if any payment is made or may be made under this Section and Insurers are thereupon subrogated to the Insured's rights of recovery in relation thereto, Insurers agree not to exercise any such rights against any director or employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

The Insured shall give all such assistance in the exercise of rights of recovery as Insurers may reasonably require.

3. Relinquishment

The Insurers may at any time pay to the Insured in connection with any claim or series of claims under this Section the amount of the Limit of Liability remaining under this Section or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment. However, if Insurers exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Section then the Insurers will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Section bears to the total amount which in the opinion of the Insurers at the time of relinquishment will be necessary to dispose of the claim.

4. Timing of injury and damage

Where it is not otherwise possible to ascertain the timing of Injury or Damage, then for the purpose of determining the indemnity granted by this Section

- (a) Injury will be deemed to have occurred when the claimant first consulted a qualified medical practitioner regarding such Injury, whether or not it was correctly diagnosed at that time. If no such consultation took place, then the Injury will be deemed to have occurred when the Insured first received written notice of the Injury.
- (b) Damage will be deemed to have occurred when the claimant first became aware of such Damage, even if the cause was unknown.

5. Service of suit

It is hereby agreed that

- (a) this insurance shall be governed by the law of the Republic of South Africa whose Courts shall have jurisdiction in any dispute arising hereunder; and
- (b) any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this insurance may be

served upon:

Lloyd's South Africa (Pty) Ltd
The Forum
7th Floor Sandton 2196
South Africa
who have authority to accept service on their behalf

BnB SURE Insurance

Business interruption section

Defined Events

1. Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under
 - (a) perils 1(a) to 1(h) of the contents section of this policy
 - (b) the building section of this policy.
 - (c) any other material damage insurance covering the interest of the insured but only in respect of perils

insured under the building section hereof (hereinafter termed Damage).

Liability shall be deemed to have been admitted if such payment is precluded solely because the insured is required to bear the first portion of the loss.

Specific Conditions

1. On the happening of any damage in consequence of which a claim may be made under this section, the insured shall, in addition to complying with General conditions 5 and 6, with due diligence do or concur in doing and permit to be done all things which may reasonably be practicable to minimise or check any interruption of or interference with the letting of the private residence specified in the policy schedule or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the company may in writing allow, at their own expense deliver to the company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this section shall be payable unless the terms of this specific 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 the company forthwith.

Item 1 - Revenue

The insurance under this item is limited to

Loss of gross rentals the amount by which the gross rentals during the indemnity period shall in consequence of the Damage fall short of the agreed gross rentals by written agreement;

Definitions

Indemnity period

The period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the schedule during which the results of the business shall be affected in consequence of the Damage.

Gross rentals

The money paid or payable to the insured by tenants or guests in respect of rental of the premises and for services rendered during the period stated in the schedule.

Extensions and clauses

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 the company 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.

Public utilities

Loss as insured resulting from interruption or interference with the business in consequence of total or partial failure of the public supply water, gas or electricity to the premises of the insured shall be deemed to have resulted from Damage (as within defined) provided that this section does not cover loss resulting from damage directly or indirectly caused by

1. drought.
2. pollution of water.
3. shortage of fuel or water.
4. a fault on any part of the installation belonging to the premises.
5. the exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict.
6. any event described in General exception 1 and 2

Other events

1. Loss following interruption of or interference with the business in consequence of murder, rape, suicide, food or drink poisoning, contagious or infectious diseases, vermin, pests, or defective sanitary arrangements occurring at the premises or shark attack or wild animal attack within 5 kilometres or bomb threat or oil spill within 15 kilometres of the premises to which this insurance relates.
2. Loss following the interruption of or interference with the business resulting from the cancellation of a sporting or cultural or other such event . In the event of such loss the insured is required to provide such proof as may be required by the company to substantiate the loss.
3. Interruption or interference with the business following the failure of any equipment necessary in the operation of the establishment but excluding any loss in the first 48 hours following such failure. Cover shall commence when the failure of such equipment is reported to BnB SURE (Pty) Ltd. The insured shall take all reasonable steps to minimise such loss.
4. Loss of revenue following the cancellation of reservation by a guest in the event that their trip is curtailed (either shortened or altered) due to:
 - (a) The unexpected death, injury or illness of any of the travelling party residing at the insured's establishment or the unexpected death, injury or illness of a Close Business Associate or Family Member.
 - (b) The guest's home or the home of any of the travelling party temporarily residing at the insured's residence is badly damaged by fire, storm or flood.

In respect of any event giving rise to such claim the insured must produce satisfactory proof that no alternate arrangement could have been made. The insured will be responsible for the first R5000 of any such loss.

Underwritten by Zurich or as stated in the schedule

**Zurich Insurance Company South Africa Limited
P.O.Box 61489, Marshalltown,2107
Registration No. 65/005764/06
Authorised Financial Services Provider No. 17703**

Liabilities underwritten by certain underwriters at Lloyd's



More than Just Insurance

**Administered by: BnB SURE (Pty) Ltd
Authorised Financial Services Provider No 9854**