Material Damage Policy 2026

Sasria provides non-life insurance cover against special risks that the broader insurance industry does not cover. This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.

Your Sasria policy and the underlying policy.

There must be an underlying policy in force before Sasria cover can be issued. The Sasria cover attaches to terms, conditions, exceptions, exclusions and warranties of the underlying policy. If you choose to only take out Sasria cover, there must be a pro forma underlying policy issued by an authorised Sasria Agent for Sasria to attach to. Sasria's cover only applies to the basic cover of the underlying policy. It does not automatically apply to any additional perils and extensions, deductibles, benefits and incentives included in the underlying policy, whether optional or not.

Operative Clause

Subject to the terms, conditions, provisions and limitations contained in this Policy, the Limit of Indemnity applicable to the Insured, and conditional upon the Insured paying the required Premium in accordance with the conditions set out in this Policy, Sasria agrees to indemnify the Insured on the basis set out in this Policy for Loss or Damage directly caused by the Defined Events during the Period of Insurance.

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Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

01

Definitions and Interpretations

The following definitions are applicable to this Policy:

Term	Meaning
Abandoned Buildings	Buildings that have been unoccupied by the Insured for a period of at least 30 (thirty) consecutive days with the intention, when viewed from the perspective of the reasonable person, to abandon same and not return to the building. Where an Insured has not given notice to Sasria of its intention to be away from a building for a period of longer than 30 (thirty) consecutive days, it will be deemed to be an Abandoned Building.
Average	A condition in terms of which Sasria is entitled to proportionally reduce the amount of an indemnifiable claim where the value at risk of an Insured Property at the Risk Address exceeds the Sum Insured, and the Insured is therefore underinsured. The proportional reduction Sasria is entitled to apply to the claim amount is the equivalent of the percentage by which the value at risk at the time of inception exceeds the Sum Insured.
Civil Commotion	Large-scale unlawful and disorderly violence and outbreak of lawlessness of a degree greater than a Riot by an assembly of members of the public with an objectively determined common purpose, causing Loss or Damage to Insured Property. Where an act(s) does not meet the requirements of a Riot, then such an act(s) cannot constitute a Civil Commotion. Civil Commotion would include, for example, but is not limited to, the Civil Commotion experienced in July 2021 in inter alia KwaZulu-Natal. A Civil Commotion does not include the commission or attempted commission of Criminal Activity except where the commission of or attempted commission of such Criminal Activity meets the requirements of the definition for Civil Commotion as set out above.
Companies Act	The Companies Act 71 of 2008 (as amended from time to time).
Computer System	Any computer, hardware, software, communication system, electronic device (including but not limited to a smartphone, laptop, tablet, wearable device), server, cloud infrastructure or any similar system or any configuration of the above, including any associated input, output, data storage device, networking equipment or back up facility.

Consequential Loss	Loss or Damage that is not directly caused by a Defined Event, but which is an indirect consequence or indirect result of the Defined Event.
Criminal Activity	An act (or any attempt thereat) by a person or group of people that constitutes a common law or statutory crime and does not meet the requirements of the Defined Events of this Policy.
Cyber Attack	An act in terms of which a Computer System is used to access, obtain, disrupt, deny, degrade, manipulate or destroy any information, whether in any other Computer System or not.
Damage	Physical and visible loss, harm or physical destruction.
Exclusions	Specified events or happenings as expressly listed in this Policy under the heading "Exclusions" in terms of which Sasria will not provide cover to the Insured.
Extensions	Additional cover only as set out in this Policy, in addition to the Basis of Settlement, that have been expressly selected and paid for by the Insured, and which are expressly stated on the Schedule to be included.
Financier	A financial institution expressly noted on the Schedule that has entered into a financing arrangement with the Insured for purposes of financing the Insured Property (either wholly or in part) and therefore has an interest in the Insured Property.
Government	The Government of the Republic of South Africa, and the various branches and levels, including national, provincial and local government bodies, as well as Tribal Authorities.
Hijacked Buildings	Buildings that have been unoccupied by the Insured for a period of more than 30 (thirty) consecutive days and which are illegally occupied by individuals or groups of individuals.
Holding Company	A juristic entity incorporated in accordance with the Companies Act that controls a subsidiary as a result of the circumstances contemplated in section 2(2)(a) or 3(1)(a) of the Companies Act.
Imminent Damage	Loss or Damage directly caused by a Defined Event which is reasonably certain, impending, at hand, close, near, approaching, forthcoming, and about to occur with a degree of imminence and immediacy that necessitates protection, even where such Loss or Damage has not yet occurred.
Insured(s)	The Insured as named on the Schedule, subject to the provisions of the Insured Clause below on page number 9
Insured Property	The property of the Insured as stated and specified on the Schedule and covered under this Material Damage Policy.

Labour Disturbance	A disturbance of the public peace, occurring openly or which is clearly observable, in disobedience or defiance of any authority which leads to Loss or Damage and which occurs for the purpose of remedying a grievance or resolving a dispute in respect of any matter between employers and employees.
Land Invasion	The illegal occupation of land by one or more persons with the intention of erecting dwellings or establishing a settlement on that land.
Lawful Authority	An authority lawfully established in terms of legislation.
Limit of Indemnity	The annual aggregate monetary limitation applicable to the Insured for the Period of Insurance for all Material Damage classes of business of Sasria cover collectively, as reflected on the Schedule.
Lockout	The exclusion of employees by the employer from the employer's workplace for the purpose of compelling the employees to accept a demand in respect of any matter between the employer and employees.
Looting	The stealing of stock, goods and other movable property only to the extent that such stealing takes place during a Riot, Strike, Civil Commotion or Public Disorder as covered by this Policy. This does not include stealing or theft or any Criminal Activity that takes place other than during a Defined Event covered in this policy.
Loss	A loss (whether physical or financial) suffered as a direct result of the Defined Event insured under this Policy.
Malicious Damage	The act of unlawfully and intentionally causing Damage to another's property.
Machinery Breakdown	Any unexpected Damage to plant, equipment or machines occurring while at work, rest or during maintenance, caused by faults in material, design, construction, use, or human error which leads to a cessation of work, and requiring repair or replacement before normal work can be resumed.
Market Value	The price the Insured Property at the Risk Address would achieve in the market as at the date of Loss or Damage.
Nuclear Event	An incident or accident involving: • Ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel; • nuclear material, nuclear fission or fusion, nuclear radiation; • nuclear explosives or any nuclear weapon; or • nuclear waste in whatever form.
Period of Insurance	The time period for which the Insured is covered under this Policy as reflected on the Schedule.
Policy	The Policy Wording (this document) read together with the Schedule and the Risk Information, all of which form the Policy concluded between Sasria and the Insured.

Policyholder Protection Rules	The Policyholder Protection Rules promulgated under the Short-term Insurance Act 53 of 1998, as amended from time to time.
POPIA	The Protection of Personal Information Act 4 of 2013, as amended from time to time.
Premium	The amount, as reflected on the Schedule payable by the Insured in exchange for the indemnity afforded in terms of this Policy. Premium is VAT inclusive.
Prevention of Access	The act of intentionally blocking, hindering or denying access to a person or thing.
Public Disorder	Large scale unlawful violence perpetrated by a group of people acting with a common purpose, which is of a greater degree than a Riot or Civil Commotion, that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations. Labour Disturbances and/or Lockouts may constitute Public Disorder where they involve large scale unlawful violence perpetrated by a group of people acting with an objectively determined common purpose, and there is a serious risk to public safety as a result thereof. If an act(s) does not meet the requirements of a Riot or Civil Commotion, then such an act(s) cannot constitute Public Disorder. No Criminal Activity will be considered to constitute Public Disorder unless the above requirements are met.
Reasonable Measures	Steps, precautions, measures, actions or conduct reasonably taken or which could be reasonably expected to be taken by the Insured or a reasonable person in the position of the Insured in relation to the Insured Property at the Risk Address, commensurate to the Defined Event, in an effort to prevent, mitigate or reduce Damage or Loss or reasonably foreseeable Damage or Loss.
Reinstatement Conditions	The conditions regarding the restoration or reinstatement of the Insured Property at the Risk Address following a Defined Event as expressly set out in this Policy.
Riot	Viewed from the perspective of the ordinary and reasonable person, a Riot is the unlawful and disorderly disturbance of the public peace by an assembly of three or more persons acting together in the execution of an objectively determined common purpose which leads to tumult, strife, disorder or violence or threats of violence, and physical Loss or Damage. Criminal Activity will not be considered to constitute a Riot unless the above requirements are met.
Risk Address	The physical address(es) as stated on the Schedule where Insured Property is located.

Risk Information	Information and/or documents submitted to Sasria, Sasria's Agent or an Insurer by the Insured (or any party on behalf of the Insured) in respect of the risk to be covered by this Policy, whether at inception of this Policy or during the period of this Policy such as (but not limited to) values at risk, sum insured calculations, claims histories and company information.
Sasria	Sasria SOC Limited with registration number 1979/000287/30.
Sasria Agent	A licensed insurer or authorised financial services provider, as identified on the Schedule, authorised by Sasria to act as its agent in terms of this Policy.
Schedule	A document which sets out the Sums Insured, Risk Addresses, Premium, Limit of Indemnity and other details applicable to the insured, and which forms part of this Policy concluded between the Insured and Sasria.
Security Costs	The reasonable and commensurate costs actually incurred (as a Reasonable Measure, as defined) by the Insured in employing security services of a registered security services provider in accordance with the Private Security Industry Regulation Act 56 of 2001 (as amended from time to time or any succeeding statute) for the purpose of protecting the Insured Property at the Risk Address.
Social and Economic Change	A change with a far-reaching social and macro-economic impact at a public level beyond only two private parties or associations of any form, with intended significant transformations of structures related to a society's macro-economic position and/or social position. A change of a public or systemic character affecting governmental authority, public policy, societal structures or economic systems. It does not include acts motivated primarily by personal gain or private commercial advantage, nor change limited to a private relationship, transaction or dispute.
State	A territory that is recognised as a political territory and country under a government. This does not include Government as defined above.
Stock	Products or goods (whether completed or in production) of the Insured intended for distribution and sale that are kept at the Risk Address.
Strike	The partial or complete, concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, in accordance with the definition in the Labour Relations Act 66 of 1995, as amended from time to time.

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Subsidiary	A juristic entity incorporated in accordance with the Companies Act (as amended from time to time or any succeeding statute) that is controlled by a Holding Company as contemplated in section 2(2)(a) or section 3(1)(a) of the Companies Act.
Sum Insured	The total value at risk at inception of the Policy of Insured Property insured under this Policy as reflected on the Schedule, subject to the Limit of Indemnity. The Sum Insured is a VAT inclusive figure. The Sum Insured is representative of the value of the Insured Property as represented by the Insured, and remains subject to the Limit of Indemnity of the compensation available under this Policy.
Territorial Limit	The geographical area to which this Policy applies as detailed in the Policy Wording.
Terrorism	The use of violence or force by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, which is: i) intended to, or by its nature can reasonably be regarded as being intended to: a. threaten the unity and territorial integrity of a State; and b. unduly compel, intimidate, force, coerce, induce or cause a person, a government, the general public or a segment of the public, or a domestic or international organisation, to do or to abstain or refrain from doing any act or to act; and ii) committed, directly or indirectly, in whole or in part, for the purpose of the advancement of an individual or collective political, religious, ideological or philosophical motive, objective, cause or undertaking. An act(s) will only be considered Terrorism for purposes of this Policy where: i) An international organisation such as the United Nations and/or its councils or committees has reported or declared an act to be an act of terrorism or has publicly declared a suspicion of an act of terrorism; ii) The State or a Lawful Authority in South Africa has reported or declared an act to be an act of terrorism in accordance with the Protection of Constitutional Democracy Against Terrorist and Related Activities Act 33 of 2004; iii) It is not otherwise excluded in the inclusions of this Policy.
Tribal Authority	A traditional authority that has been afforded recognition in accordance with the Traditional Leadership and Governance Framework Amendments Act 41 of 2003, as amended from time to time.
VAT	Value Added Tax in accordance with the Value Added Tax Act 89 of 1991, as amended from time to time.

The following rules of interpretation are applicable to this Policy:

1. The rule of interpretation that this Policy must be interpreted against the party that drafted it (contra proferentem) is not applicable to this Policy.

2. Any term used in the lower case that is defined in the upper case must be interpreted as defined in the definitions above.

3. Where there are any inconsistencies or conflicts between the Policy Wording, the Schedule, the Underwriting Guidelines, or the Risk Information or any other document, same must be interpreted to give effect to each provision, failing which this Policy Wording will take precedence.

4. Words in the singular include the plural and vice-versa.

5. A reference to days means calendar days.

6. Any reference to legislation includes a reference to any amendments to such legislation as applicable from time to time, and any legislation that may repeal and replace such legislation.

02

Defined Events
- Material Damage

Sasria will indemnify the Insured for Loss or Damage to the Insured Property during the Period of Insurance that is directly caused by the following Defined Events while the Defined Event is active and operative:

1. 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;

2. Any act which is calculated or directed to bring about Loss or Damage in order to further any political aim, objective or cause, 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;

3. Any Riot, Strike, Public Disorder (including Civil Commotion, Labour Disturbances or Lockouts), or any act which is calculated to bring about a Riot, Strike or Public Disorder;

4. Any attempt to perform any act referred to in 1, 2 or 3 above;

5. The act of any lawfully established authority controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in 1, 2, 3 or 4 above;

6. Looting committed as part of the acts referred to in 1, 2, 3, 4 or 5 above.

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03
The
Insured.

Sasria cover is subject to the Limit of Indemnity and operation thereof as set out in this Policy.

Sasria will cover the following as an Insured:

1. A natural person for its own rights and interests in the Insured Property;

2. A municipality as defined and established in terms of the Local Government: Municipal Structures Act 117 of 1998 as and when amended, for its interests in the Insured Property;

3. A Company, and a Holding Company and all of its Subsidiaries on a joint basis for their collective interests in the Insured Property;

4. A Subsidiary of a Holding Company, or an incorporated juristic person (in accordance with and recognised by the Companies Act or other enabling legislation) where it is not already insured jointly with a Holding Company, for its interests in the Insured Property.

Sasria does not issue cover on a joint basis to consortiums, co-owners of property, unincorporated joint ventures, or any other unincorporated juristic entity, juristic person, or association(s) that are not recognised and incorporated, and which are not capable of obtaining separate legal personality with provisions that allow for the separation of assets and liabilities from members or partners of the entity. This is so, irrespective of the interest that such parties may have in any Insured Property. To the extent that such parties require Sasria cover, they will need to be covered in accordance with one of the categories set out above, and not separately as a consortium, co-owners, unincorporated joint venture or any other unincorporated juristic person or association.

Sasria acknowledges that parties that fall within the four Categories set out above may have a joint interest of any nature in Insured Property, which respective interests may be covered under separate Policies issued by Sasria to such parties in accordance with the Categories set out above. The cover available for such Insured Property, regardless of how many respective Insured parties have an interest therein and how many Policies cover the interest in respect of that Insured Property, may never exceed the Sum Insured of that Insured Property or the aggregate Limit of Liability of R500 000 000.00, whichever is the lesser. The R500 000 000.00 aggregate Limit of Liability does not accumulate for an Insured Property that is insured under separate Policies.

Notwithstanding the definition and description of the Insured on the Schedule:

1. Sasria contracts with all insured entities forming part of the Insured on a joint basis and the cover provided by Sasria applies collectively to the insured entities forming part of the Insured.

2. The rights and obligations of the insured entities forming part of the Insured are joint and not several.

3. Any Limit of Indemnity or sub-limit (where applicable) applies once jointly to the insured entities forming part of the Insured and not separately to each such entity.

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04

General Conditions.

The following General Conditions are applicable to this Policy. The Insured must comply with each General Condition in order to be entitled to compensation under this Policy. Any non-compliance or failure by the Insured to comply with any of the below General Conditions entitles Sasria, without prejudice to any other right it may have, to reject any claim.

1. Communications with Sasria

1.1 All communications and correspondence of the Insured pertaining to any aspect of this Policy, including claims communications and any disclosures must be directed to the Sasria Agent or to Sasria directly.

2. Payment of Premium

2.1 The payment of the Premium by the Insured is a **condition precedent** to the indemnity afforded under this Policy.

2.2 The Premium must be **paid in advance**, on or before the date specified on the Schedule, each month or each year (depending on the Period of Insurance) or within a grace period as allowed and communicated to the Insured by the Sasria Agent, up to a maximum of 30 days ("**the Grace Period**").

2.3 If the Insured does not pay the Premium on, before or within the Grace Period, Sasria will not be required to indemnify the Insured for any Loss or Damage and this Policy **will automatically terminate at midnight on the last day of the previous Period of Insurance**.

3. Premium Adjustment

3.1 The Insured shall, after the expiry of each Period of Insurance or, if a monthly Policy, each period of 12 consecutive months from the inception or anniversary date of the Policy, furnish the Sasria Agent with such particulars and information that Sasria may require for the purpose of recalculating or adjusting the premiums for any such Period of Insurance.

4. Amendment(s) and Cancellation(s)

4.1 The Insured may cancel the Policy on 30 days written notice to the Sasria Agent.

4.2 Sasria may cancel the Policy in circumstances where premium has not been paid in accordance with the Payment of Premium condition.

4.3 On any such cancellation as referenced above, provided that there has not been a claim within the Period of Insurance, the Insured is entitled to a return of pro rata amount of Premium for the remainder of the Period of Insurance from the date of cancellation save for the customary short period or minimum premium for the period the policy has been in force.

4.4 In the case of an annual/monthly Policy, Sasria may make amendments to the Policy at renewal or anniversary of the Policy.

5. Claims

5.1 On the happening of any event or occurrence which may result in a claim under this Policy, the Insured must, at its own expense:

5.1.1 **As soon as practicable, but not later than 48 hours**, after the event or occurrence, inform the police and take all practicable steps to discover the guilty party;

5.1.2. Within **30 calendar days of the event or occurrence** give written notice thereof to the Sasria Agent and provide particulars of any other insurance covering such events or occurrences;

5.1.3 **As soon as practicable, but not later than 60 calendar days** (unless otherwise agreed by Sasria) after the event or

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occurrence submit to the Sasria Agent full details (including but not limited to documents, quotations, assessment reports) in writing of a claim that has been notified in accordance with clause 5.1.2 above;

5.1.4 Render all assistance in the identification and physical recovery of such goods if lost or stolen goods or any part thereof are located, provided that reasonable expenses in rendering such assistance will be reimbursed by Sasria. Any such reimbursement is subject to and not in addition to the Limit of Indemnity.

5.2 The Insured must not do anything which prejudices or limits Sasria's right of recovery against any other party.

5.3 The Insured may not make any admission, statement, offer, promise, agreement, undertaking or payment without Sasria's express written consent.

5.4 On the happening of any event or occurrence in terms of which a claim is or may be made under this Policy, Sasria, the Sasria Agent, and any person authorised by Sasria may, without incurring any liability and without diminishing the right of Sasria to rely on any provision of this Policy:

5.4.1 Take, enter or keep possession of any Damaged Insured Property and deal with it in a reasonable manner. The Insured may not abandon any Insured Property to the Insurer, whether taken possession of by the Insurer or not;

5.4.2 Prosecute in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

5.5 The Insured shall do and permit to be done all such things as may be required by the Insurer for the purpose of enforcing any right to which the Insurer shall be or would become subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.

5.6 In the case of a Total Loss, on indemnification by Sasria, the rights to the salvage of any Insured Property vest in Sasria and Sasria is authorized to dispose of the salvage as it deems fit.

6. Time Limitations

6.1 **No claim will be payable after the expiry of 24 (twenty four) months** (or such further time as Sasria may expressly allow in writing) from the happening of the event or occurrence, unless the claim is the subject of a pending legal process against Sasria.

6.2 Subject to the provisions of the Policyholder Protection Rules (where applicable), where Sasria elects to reject a claim, **the Insured has a time period of 6 (six) months** from the date on which the rejection of the claim is received by the Insured or an authorised agent of the Insured within which to institute a legal process against Sasria claiming payment of the claim, failing which no claim will be payable and Sasria will not have any liability to the Insured in terms of such a claim.

7. Changes to Risk Information

7.1 The Insured must disclose any changes to the Risk Information, including but not limited to changes to the management, ownership or control, any change in the nature of the business carried out or changes in operating conditions or values at risk, to the Sasria Agent in writing as soon as possible, but not later than 10 (ten) days after the Insured became aware of the changes to the Risk Information.

7.2 If the Insured does not disclose changes to the Risk Information as aforesaid then, without prejudice to any other rights it may have, Sasria is entitled to reject any claim.

8. Company Information and Basis of Cover

8.1 The basis of cover in terms of which a Policy will be issued to the Insured is dependent on the Insured's representation of accurate company information, including but not limited to details of holding company, subsidiaries, subsidiaries of subsidiaries.

8.2 If, after inception of a Policy, Sasria becomes aware of or determines that the basis of cover and manner in which a Policy was issued was incorrect and not in accordance with the Insured and basis of cover clause above, the incorrectly issued Policy is, without prejudice to any other rights Sasria may have, voidable at the election of Sasria, irrespective of whether the Insured made a representation or not, or whether any representation was material.

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9. Misrepresentation and non-disclosure

9.1 Sasria is entitled to rely on representations and disclosures of Risk Information and any other information made by the Insured to Sasria or the Sasria Agent pertaining to the risk covered by this Policy at inception or during the currency of this Policy.

9.2 Any material misrepresentation or non-disclosure of any Risk Information by the Insured or any party representing the Insured, whether at inception of the Policy or during the currency of the Policy, to Sasria or the Sasria Agent shall entitle **Sasria to avoid the Policy or any item or section of the Policy affected by such misrepresentation or non-disclosure as from the date of such misrepresentation or non-disclosure**.

9.3 In the alternative and only to the extent that an avoidance of the Policy or any section thereof is not upheld, Sasria may rely on the material misrepresentation or non-disclosure to reject a claim as a result thereof.

10. Reasonable Precautions

10.1 The Insured warrants that it will take **all Reasonable Measures, including but not limited to reasonable steps and precautions to prevent and mitigate any Loss or Damage**, which includes but is not limited to **compliance with and adherence to:**

10. 1.1. **all laws, regulations and standards; and**

10.1.2. **any additional risk mitigation measures prescribed by the Sasria Agent in terms of Material Damage cover or such measures as prescribed in terms of this Policy ("Additional Risk Mitigation Measures").**

10.2 The Insured warrants that it does comply with and adhere to all laws, regulations and standards applicable to the Insured and the Insured Property, as well as Additional Risk Mitigation Measures as defined above.

10.3 Should the Insured fail to take all Reasonable Measures, reasonable steps and/or precautions to prevent and mitigate any Loss or Damage, or fails to comply with or adhere to, in any respect, with laws, regulations and standards and Additional Risk Mitigation measures, Sasria may, without prejudice to any other rights that it may have, reject the claim.

11. Indemnification

11.1 If the Insured has submitted a claim which has been accepted as valid by Sasria, Sasria will indemnify the Insured by, at Sasria's election and within its sole discretion, making payment to the Insured, or by repairing, replacing or reinstating the Insured Property subject to the Basis of Settlement clause, the application of Average, the Sum Insured and the Limit of Indemnity.

12. Limit of Indemnity

12.1 The Limit of Indemnity of the Insured is R500 000 000.00 (five hundred million Rand). The Limit of Indemnity applies in the annual aggregate and is the amount of cover that the Insured has for the annual Period of Insurance. The Limit of Indemnity for the annual Period of Insurance will be reduced by the amount paid in terms of all claims until it is depleted, and will not automatically reinstate after every claim.

12.2 The Limit of Indemnity includes Extensions elected by the Insured which are insurable by Sasria as reflected on the Schedule.

12.3 The Limit of Indemnity applies jointly in terms of the following classes of business: Material damage (Fire, Goods-in-Transit and Marine, Money, and Business interruption) of Sasria cover, and does not apply separately to each such class of business.

12.4. Where the Insured is a Mayor or Councilor and is covered under the Municipality Cover the applicable maximum annual aggregate Limit of Indemnity is R1 500 000.00 (one million five hundred thousand Rand) only and may never exceed this within a period of insurance.

12.5. In addition to the Limit of Indemnity, the Insured may purchase from Sasria up to R500 000 000.00 (five hundred million Rand) cover ("the Excess of Loss Cover") over and above the Limit of Indemnity, which is applicable to Material Damage and Standing Charges cover only.

13. The Sum Insured

13.1 The Sum Insured represents the value at risk of the Insured's interest in the Insured Property, as communicated by the Insured at inception and/or renewal of this Policy. The Sum Insured must be adequate and representative of such value at risk of the Insured Property.

13.2 While the Sum Insured as represented may exceed the value of Loss or Damage suffered and may exceed the value of the Limit of Indemnity, the Insured will only ever be entitled to claim the value of the Loss or Damage suffered, subject to the Limit of Indemnity.

14. Application of Average

14.1 Following Loss or Damage, if the value at risk of the Insured Property is greater than the Sum Insured as represented to Sasria or Sasria's Agent in the Risk Information, the Insured will be considered its own insurer for the difference between the value at risk and the Sum Insured, and Sasria is entitled to apply Average (as defined) to any payable claim, in terms of which its liability for any Loss or Damage will be reduced proportionately to the percentage difference between the value of the Insured Property and the Sum Insured.

14.2 In circumstances where an Insured has an interest in the Insured Property together with another party that is covered for its respective interest under a separate Policy (in accordance with the Insured and Basis of Cover clause above), any incorrect or inaccurate representation of a Sum Insured by such other party with an interest in the Insured Property will not have an impact on the Insured where the Insured made a correct and accurate representation of the Sum Insured.

14.3 This Policy is not written on a first loss limit basis and Average, and this General Condition, applies to each and every claim unless otherwise expressly communicated by Sasria.

15. Territorial Limits

15.1 The cover under this Policy is limited to Loss or Damage that occurs within the Territorial Limits which are as follows:

15.1.1 The Republic of South Africa and its territorial waters (up to and including 12 nautical miles from the baseline of the coast); and

15.1.2 Namibia and its territorial waters only for a maximum period of 60 (sixty) consecutive days.

16. Fraud

16.1 All benefits afforded to the Insured in terms of this Policy, whether in terms of a claim or otherwise, will be forfeited and Sasria will not have any liability to the Insured whatsoever, and Sasria may cancel the Policy or any section thereof, in circumstances where:

16.1.1 any claim or part of a claim is in any way fraudulent, or if any fraudulent means or devices have been used by the Insured or any party representing the Insured to obtain any benefit under this Policy;

16.1.2 if an event or occurrence which leads to Loss or Damage claimed for under this Policy was as a result of the intentional conduct of the Insured or any person acting on behalf of the Insured or with the Insured's connivance;

16.1.3 fraudulent information and/or documentation is provided by the Insured or by any other person in substantiation of a claim under this Policy (irrespective of whether the claim itself is fraudulent or not); or

16.1.4. if the quantum of any claim is intentionally exaggerated by the Insured, or by any other person, to any degree (irrespective of whether the claim itself is fraudulent or not).

16.2 Where Sasria elects to cancel the Policy as a result of the above-listed circumstances, **such cancellation will take effect on midnight the day before** any event which gave rise to the claim first occurred.

16.3 Sasria will in these circumstances be entitled to recover from the Insured any payment made to the Insured after that effective date of cancellation, and there will be no obligation

17. No Rights to others

17.1 Only the Insured may claim under this Policy, and any claim will be limited to the extent of the Insured's interest in the Insured Property unless otherwise provided.

17.2 To the extent that the Insured Property is the subject of a financing arrangement, the extent of that financing arrangement and the interest of a third-party financier must be expressly disclosed to Sasria (or the Sasria agent) and expressly noted on the Schedule.

17.3 This Policy and the benefits thereunder may not be ceded under any circumstances.

18. Applicable law and Dispute Resolution

18.1 This Policy is subject to the laws of the Republic of South Africa.

18.2 Any disputes in terms of this Policy are subject to the jurisdiction of the Gauteng Division of the High Court of South Africa.

05

Basis of Settlement for Material Damage

In the event of Sasria accepting a claim, it will, at its election and in its sole discretion, compensate the Insured for the Loss or Damage in accordance with this clause and subject to the Limit of Indemnity and the Application of Average condition.

Any salvage recoveries or payments recovered or received by the Insured prior to any claim payment by Sasria shall reduce the amount of any claim settlement accordingly.

If the Insured Property is the subject of a financing arrangement and the Financier and it's interest was expressly disclosed and noted on the Schedule, then Sasria will first make payment to the financier in accordance with its remaining interest in the Insured Property, and the balance of any compensation for the Loss or Damage payable by Sasria will then be paid

Sasria will cover the following as an Insured:

Buildings

In the event of Insured Property (other than Stock, documents or as otherwise expressly stated below) being Damaged or Lost, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the Insured Property when new, provided that:

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of Sasria not being thereby increased) must be commenced and carried out with reasonable despatch. Otherwise, no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made.

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2. Until expenditure has been incurred by the Insured in replacing or reinstating the property, Sasria shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.

3. If, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement (if the whole of the Insured Property had been damaged) exceeds the insured amount thereon at the commencement of any Damage to such Insured Property by a Defined Event, then the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

4. These conditions shall be without force or effect, and the amount payable will revert to the reasonable Market Value if:

- The Insured fails to intimate to Sasria within six months of the date of Loss or Damage or such further time as Sasria may, in writing, allow, his intention to replace or reinstate the Insured Property.

- The Insured is unable or unwilling to replace or reinstate the Insured Property on the same or another site.

For purposes of this clause, the Insured Property shall be deemed to have been repaired or reinstated when it has been restored to a condition substantially equivalent to, and fit for, the same operational use immediately prior to the occurrence of the Damage. This requires that all essential structural, mechanical, electrical and safety-related components have been reinstated to a functional and lawful standard, enabling the Insured Property to be used for its intended purpose.

The Insured Property need not be restored to an identical aesthetic condition, nor must non-essential finishes, improvements or enhancements be fully completed, provided that any outstanding work does not materially impair safe, practical or lawful occupation or use of the Insured Property.

Stock

In the event of Loss or Damage to Stock of the Insured, Sasria will, subject to the Limit of Indemnity, pay to the Insured the cost price of Stock immediately prior to the Loss or Damage.

Documents

In the event of Loss or Damage to documents, Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs, charges and expenses incurred by the Insured in replacing or restoring such documents.

Other Insured Property

In the event of partial Damage where Insured Property is to be restored, Sasria shall, subject to the Limit of Indemnity, pay the cost of restoration of the Insured Property to a condition substantially the same but not better or more extensive than the condition of the Insured Property when new.

Where Insured Property cannot be replaced or reinstated, the amount payable by Sasria will, subject to the Limit of Indemnity be the cost of such item(s) immediately prior to the Loss or Damage ("the replacement value").

Unless otherwise stated in respect of any specific Insured Property above, in the event of Loss or Damage to Insured Property and where Insured Property is capable of replacement with a new item(s) with similar capabilities or functionalities then, at the option of the Insured, such Insured Property shall be valued as follows and the settlement payable for Sasria will, subject to the Limit of Indemnity be based on such valuation:

1. If the Insured Property is to be replaced by an item(s) which has the same or lesser function or capability, then the value thereof shall be the cost of such a new replacement item(s) as would give the same total function or capability as the Insured Property that was Lost or Damaged.

2. If the Insured Property is to be replaced by an item(s) which have a greater function or capability but the cost of such new replacement item(s) is no greater than the replacement value, then no deduction shall be made from the amount payable by Sasria for the improved function or capability.

3. If the Insured Property is to be replaced by an item(s) which have a greater function or capability but the cost of such new replacement item(s) is greater than the replacement value, then a deduction equivalent to the amount by which the cost of such new replacement exceeds the replacement value shall be made from the amount payable by Sasria for the improved function or capability.

06

Extensions (If selected and stated in the schedule to be included)

The below listed extensions are not automatically included in the Policy nor are they automatically applicable to the Insured. They will only apply where the Insured has paid an additional premium for the application of the extension, and where the extension is expressly stated to be included on the Schedule. The Schedule will set out the Sum Insured and relevant sub-limit applicable to each extension, as well as the portion of the total premium that is representative of the cover provided under each selected extension (which will be the equivalent of any such sub-limit for that extension on the underlying policy)

The cover for these extensions, if selected, is subject to and not in addition to or over and above the Limit of Indemnity.

The list of extensions below is not an exhaustive list of extensions that Sasria may, in circumstances and if so requested and agreed to, provide cover for. Where an Insured requires cover for any other extension, it may approach Sasria with

such a request for additional cover for such an extension together with applicable wording for such an extension. Sasria will then assess the wording and may, in its total discretion, agree to cover the Insured for such an extension in exchange for payment of an additional premium. The cover for any such additional extensions covered by Sasria (at its discretion)

Security Costs

Sasria will pay the Insured the Security Costs reasonably incurred by the Insured in taking Reasonable Measures, commensurate with the Defined Event, to protect the Risk Address or Insured Property at the Risk Address:

- Where there is an active and operative Defined Event but not yet Loss or Damage, but there is Imminent Damage to the Insured Property directly caused by such a Defined Event; and
- During or after Loss or Damage to Insured Property directly caused by a Defined Event.

Claims Preparation Costs

Sasria shall, subject to the Limit of Indemnity, pay to the Insured the reasonable and supportable costs, commensurate with the Defined Event, for the preparation, presentation, substantiation, certification and/or verification of any claim under this Policy.

This extension does not cover the cost of the utilisation by the Insured of external consultants unless prior written approval of Sasria was obtained for such costs to be incurred.

Cost of demolition, clearing and erection and removal of debris

Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs reasonably incurred by the Insured in respect of the

demolition of any buildings, Insured Property, and machinery and/or the removal of debris (including stock debris) and providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following Damage to the Insured Property as covered by this Policy.

Sasria will not pay for any costs:

- Incurred in removing debris except from the site of such Insured Property Damaged and the area immediately adjacent to such site;
- arising from any pollution, spillage or contamination of any property following the Defined Event, save for the removal, nullifying or cleaning-up of pollution, spillage or contamination of the Insured Property directly caused by the Defined Event. This is so irrespective of whether the Insured attracts a duty or liability (under any law) for any removal, nullifying or clean-up costs in this regard.

Public authorities' requirements

Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs of repairing or rebuilding the Damaged Insured Property incurred by the Insured solely by reason of the necessity to comply with building regulations or standard, or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal or other Lawful Authority. This includes the fees charged by a Lawful Authority and incurred by the Insured on the submission of any building plans for the review and scrutiny thereof by a Lawful Authority.

The amount recoverable under this Extension will not include:

- Any cost incurred in complying with any applicable law as aforesaid:
    - In respect of Loss or Damage occurring prior to the granting of the Extension;
    - In respect of Loss or Damage not insured under this Section;
    - Under which notice has been served upon the Insured by a Lawful Authority prior to the happening of the Loss or Damage;
    - In respect of undamaged Insured Property or undamaged portions of Insured Property;
    - The amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any applicable law as aforesaid.

The work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate), subject to the liability of Sasria under this clause not being thereby increased.

Incompatibility (Electronic Equipment)

Sasria will, subject to the Limit of Indemnity and to Exclusion 15 of this Policy (which pertains to (but is not limited to) Loss of Damage suffered due to Computer Systems and alteration of data), pay to the Insured the costs reasonably incurred by the Insured in respect of:

- modification or alterations to the Insured Property directly consequent upon indemnifiable Loss or Damage to ensure the normal operation of any Computer System;
- replacement or upgrading of any programmes used by the Insured to achieve compatibility with the modified or altered Computer System;
- the restoration of previously captured data which becomes inaccessible solely due to the modifications or alterations to the Computer System or in consequence of the replacement or upgrading of the Computer System.

Rent

Sasria will, subject to the Limit of Indemnity, pay to the Insured the amount of Rent Receivable, defined hereunder in the event of a Risk Address stated on the Schedule, and in terms of which the Insured is contractually entitled to payment of Rent Receivable, in consequence of Loss or Damage directly caused by a Defined Event requiring repairs to the extent that the tenant or lessee is unable to inhabit the Risk Address.

Sasria will, subject to the Limit of Indemnity, pay to the Insured the amount of Rent Receivable from the time of the Loss or Damage to the Risk Address, until such a time that the repairs provided for under this Policy have, at the discretion of Sasria, been completed.

Rent Receivable shall mean the actual rent receivable by the Insured at the time of the Defined Event in respect of the Risk Address or on such part of the Risk Address as is let out to a tenant. A Risk Address will be considered to be tenantable such that a tenant or lessee is able to inhabit the Risk Address when the Risk Address has been restored to a condition that allows it to be safely and lawfully occupied for its intended use, with all essential services reasonably required for occupation including structural compliance and the reinstatement of basic utilities to a functional standard. In order for a Risk Address to be tenantable, it does not require full completion of cosmetic finishes, non-essential fixtures or improvement not directly impairing the safe and practical occupation of the Risk Address for its intended purpose.

Architects' and other professional fees

Sasria will, subject to the Limit of Indemnity, pay to the Insured the professional fees (for estimates, plans, specifications, quantities, tender and supervision) reasonably and necessarily incurred in the reinstatement or replacement of the Insured Property following Loss or Damage covered by this Section, but in no case exceeding 15% of the amount payable in respect of such Loss or Damage,

and provided that the total amount recoverable shall not exceed the Sum Insured or the Limit of Indemnity, whichever is the lesser. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Escalation clause

Subject to the Limit of Indemnity, at the start of each Period of Insurance, the Sum Insured for the Risk Address(es) shall automatically be increased by a percentage specified on the Schedule unless otherwise requested or agreed between the Insured and Sasria.

Capital additions

Subject to the Limit of Indemnity, this Policy covers alterations, additions and improvements (but not appreciation in value in excess of the Sum/s Insured) to Insured Property other than stock and materials in trade for an amount not exceeding 15% of the Sum Insured thereon.

Import and Surcharges

Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs reasonably incurred in terms of any import surcharges levied in terms of customs and excise legislation in respect of Insured Property following Loss or Damage directly caused by a Defined Event.

Fire Protection System Updating

Sasria will, subject to the Limit of Indemnity pay to the Insured the costs incurred where, following Loss or Damage directly caused by a Defined Event, it is a legal requirement for the Insured to replace or upgrade the automatic fire protection system (including any undamaged portion thereof) with a new or more modern system.

Reinstatement of Data

Sasria will, subject to the Limit of Indemnity, pay to the Insured the costs reasonably incurred by the Insured for the reconstitution or recompilation of data or any programmes recorded on or stored in data-carrying media which is lost as a result of Loss or Damage directly caused by a Defined Event.

This Extension remains subject to Exclusion 16 and Exclusion 24 (Cyber Attacks)

Statutory Duties

Sasria will, subject to the Limit of Indemnity, pay to the Insured the statutory duties and levies paid by the Insured as a direct result of Loss or Damage to the Insured Property directly caused by a Defined Event.

Fire Extinguishing Charges

Sasria will, subject to the Limit of Indemnity, pay to the Insured the reasonable costs incurred by the Insured in respect of the extinguishing or fighting of fire at the Risk Address or Insured Property, provided that the Insured is legally liable for such costs.

Accumulation of Motor Vehicles

Sasria will, subject to the Limit of Indemnity, pay to the Insured the new reinstatement value of all vehicles accumulated at the Risk Addresses covered under this Policy where Loss or Damage to these vehicles is directly caused by a Defined Event at the Risk Address, provided that the following conditions are complied with:

- the vehicles must be parked in accordance with applicable laws, standards and regulations; and
- the Risk Address and vehicles must have compliant fire prevention and protection apparatus in accordance with applicable laws, standards and regulations, including but not limited to the National Building Regulations Part T dealing specifically with Fire Protection in respect of (but not limited to) the following:
    - occupancy classification of inter alia basements, parking garages and other storage facilities;
    - specific fire protection requirements in accordance with the occupancy classification of the Risk Address
    - safety distances within the Risk Address;
    - Fire resistance and stability of structural elements or components;
    - Ventilation;
    - Fire detection and alarm systems;

- Provision and maintenance of fire-fighting equipment, installations and fire protection systems;

The Insured warrants compliance with the abovementioned conditions. If these conditions are not complied with, Sasria will not have any liability to the Insured in terms of this extension and may, without prejudice to any other rights it may have under this Policy, reject a claim or any portion thereof as a result of such non-compliance.

Goods in the Open

Sasria will, subject to the Limit of Indemnity, pay to the Insured the replacement value of any goods owned by the Insured or within the Insured's custody and control within the perimeter of the Risk Address but not secured within a building at the Risk Address, following Loss or Damage to those goods directly caused by a Defined Event at the Risk Address.

Employees' Personal Effects

Sasria will, subject to the Limit of Indemnity, pay to the Insured the replacement value of any personal effects of an employee of the Insured following Loss or Damage to that personal effect directly caused by a Defined Event at the Risk Address.

07

Exclusions

Notwithstanding anything in this Policy to the contrary, Sasria **will not indemnify** the Insured for any of the following:

1. Consequential Loss or Damage of any kind, or any Loss or Damage caused indirectly by any Defined Event.

2. Loss or Damage caused by or as a result of a Lawful Authority confiscating, commandeering or requisitioning Insured Property, whether permanently or temporarily, or any attempt by a Lawful Authority to do so.

3. Loss or Damage, in any way caused or contributed to by an act of Terrorism that uses or threatens to use any nuclear weapon or device, or any chemical or biological agent.

4. Loss or Damage in any way caused or contributed to by war, invasion, act of a foreign enemy, hostilities or any war like operation (whether declared a war or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or caser which determines the proclamation or maintenance of martial law or a state of siege;

5. Any attempt to perform any act referred to in 3 or 4 above.

6. Loss or Damage in any way caused 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 85 of 1976 or any similar legislation operative in South African territory to which this Policy applies, irrespective of whether such fund has paid compensation to the Insured (whether wholly or in part) or not.

7. Loss caused in the absence of Damage, or where there is no physical and visible loss, harm or physical destruction.

8. Deterioration of Stock or any spoiling of Stock whatsoever, and howsoever caused.

9. Machinery Breakdown or any cessation of work or business interruption following Machinery Breakdown howsoever caused.

10. Loss or Damage caused or contributed to in any way by a Prevention of Access.

11. Loss or Damage for which the Insured is liable in terms of any contract, unless the Insured would have been liable for the Loss or Damage in the absence of that contract.

12. Loss or Damage to the Insured Property caused or in any way contributed to by any Criminal Activity, including but not limited to an act of theft, sabotage, vandalism, looting or Malicious Damage which does not follow a Defined Event.

13.Loss or Damage caused or in any way contributed to by a Nuclear Event.

14. Loss or Damage to Insured Property that is not situated within the Territorial Limits of the Policy.

15. Loss or Damage caused by or in any way contributed to Criminal Activity or any attempt thereat, which does not fall within the ambit of a Defined Event, or which does not directly result from a Defined Event.

16. Loss or Damage caused or in any way contributed to by the loss, alteration or, damage to or reduction in use, functionality, availability or operation of any Computer System or data of any kind.

17. Any liability of the Insured to a third party, regardless of the cause thereof.

18. Any claim or benefit which would expose Sasria to any sanction, prohibition or restriction under United Nationals resolutions or any trade or economic sanctions, laws and regulations of the European Union, United Kingdom or the United State of America, or any other sanctions applicable to Sasria and/or its reinsurers.

19. Loss or Damage caused by Land Invasion.

20. When a Policy is incepted or when a Risk Address or Insured Property is added to a Policy to be covered, Sasria does not cover Loss or Damage suffered by such a Risk Address or Insured Property as a result of a Defined Event where that Defined Event was already active, operative or reasonably foreseeable (notwithstanding that Loss or Damage had not yet been suffered).

21. Loss or Damage to Insured Property that is not under the care, custody or control of the Insured or for which the Insured is not responsible, including but not limited to Hijacked Buildings and any Insured Property in or on such Hijacked Buildings.

22. Loss or Damage to Abandoned Buildings and any Insured Property in such Abandoned Buildings.

23. Loss or Damage to Insured Property in which the Insured does not, to the satisfaction of Sasria, have a clear economic, financial or vested interest.

24. Loss or Damage to Insured Property in any way caused by or related to (in any degree) a Cyber Attack, including Cyber Attacks that would constitute Terrorism.

08

General Clauses

1. VAT

1.1 All amounts reflected in the Policy are reflected as VAT inclusive figures, except for the Limit of Indemnity which is a VAT exclusive amount.

2. Payments on Account

2.1 Where Sasria has accepted a claim as valid, and within Sasria's sole discretion, a payment on account may be made to the Insured.

2.2 The Insured does not have a right in terms of this Policy to claim a payment on account.

2.3 If a payment on account has been made and subsequent to that Sasria is entitled to reject the claim, the payment on account must be repaid to Sasria by the Insured on demand.

3. Personal Information

3.1 POPIA applies to this Policy and controls the manner by which Personal Information (as defined in POPIA) is collected, used, and processed.

3.2 The Insured is referred to Sasria's POPIA policy which can be accessed on Sasria's website. at

3.3 Sasria and the Sasria Agent may collect Personal Information directly from the Insured or from public sources, databases or third parties. The Insured hereby consents to such collection.

3.4 Sasria and the Sasria Agent may collect, use and process Personal Information of the Insured for the following purposes:

3.4.1 Underwriting and risk assessment;

3.4.2 Premium determination;

3.4.3 Fraud prevention and detection;

3.4.4 Audit and record keeping;

3.4.5 Complying with legal obligations;

3.4.6 Reinsurance purposes; and

3.4.7 Sharing of information with service providers engaged to process Personal Information on behalf of Sasria or the Sasria Agent.

Sasria and the Sasria Agent may keep the Insured's information in a shared database. The Insured acknowledges and understands that any Personal Information provided to Sasria or the Sasria Agent may be kept for as long as required or entitled by law.

General contact details

Sasria can be contacted as follows:

Physical address: 36 Fricker Road, Illovo Sandton, 2916

Postal Address: PO Box 653367, Benmore, 2010

Email: **contactus@sasria.co.za**

Tel: +27 11 214 0800