

## MONEY

### Defined events

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe and Malawi except if otherwise specified

provided that

Our liability for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limitations stated in the schedule.

### Definitions

#### Money

shall mean cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, Your property for which they are responsible.

#### Receptacle

shall mean any safe, strong room, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.

#### Clothing

shall mean clothing and personal effects **not otherwise insured** belonging to You or to any principal, partner, director or employee of Yours.

### Extensions

#### Receptacles and clothing

In addition to any payment in respect of a defined event, We will indemnify You in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money, **provided that Our liability under this extension in respect of clothing and receptacles, shall not exceed the amount stated in the schedule.**

#### Locks and keys

In addition to any payment in respect of a defined event, We will indemnify You in respect of the cost of replacing locks and keys to any receptacle at Your premises following upon the disappearance of any key to such receptacle or following upon Your having reason to believe that any unauthorised person may be in possession of a duplicate of such key

provided that

- a. Our liability shall not exceed the amount stated in the schedule in respect of anyone event
- b. We shall not be liable for the first amount payable stated in the schedule for each and every event.

#### Riot and strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of

- a. civil commotion, labour disturbances, riot, strike or lockout;
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with, any occurrence referred to in above;

provided that this extension does not cover

- a. loss or damage occurring in the Republic of South Africa and Namibia;
- b. consequential or indirect loss or damage of any kind or description whatsoever;
- c. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- e. loss or damage related to or caused by 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 such occurrence.

If We allege that, by reason of provisos a, b, c, d or e, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

**Skeleton keys**

The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by entry to receptacles by use of a skeleton key or other similar device (excluding a duplicate key) provided that You shall establish to Our satisfaction that a skeleton key or device was used.

**Personal accident (assault) extension**

The term "defined events" in the money section shall be deemed to include bodily injury, caused by accidental, violent external and visible means as a result of theft, or any attempt thereat, to You or to any principal, partner, director or employee of You (hereinafter in this extension referred to as such person) while such person is acting in the course of his duties in Your employ. We will pay to You the sum or sums stated in the schedule on behalf of such person or his estate in the event of bodily injury to such person resulting within 24 calendar months in

- |    |   |   |  |
|----|---|---|--|
| 1. | death   | the capital sum   |  |
| 2. | permanent disability as follows   | the percentage of the capital sum specified   | <b>Percentage of capital sum insured</b> |
|    | a.  | loss by physical separation at or above the wrist or ankle of one or more limbs   | 100                                      |
|    | b.  | permanent and total loss of   |  |
|    | a.  | whole eye   | 100                                      |
|    | b.  | sight of eye  | 100                                      |
|    | c.  | sight of eye except perception of light   | 75                                       |
|    | c.  | permanent and total loss of hearing   |  |
|    | a.  | both ears   | 100                                      |
|    | b.  | one ear   | 25                                       |
|    | d.  | permanent and total loss of speech  | 100                                      |
|    | e.  | injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training | 100                                      |
|    | f.  | loss of four fingers  | 70                                       |
|    | g.  | loss of thumb (one or both phalanges)   | 25                                       |
|    | h.  | loss of index finger (one, two or three phalanges)  | 10                                       |
|    | i.  | loss any other finger (one, two or three phalanges) - each finger   | 6  |
|    | j.  | loss of metacarpals (first, second, third, fourth or fifth (additional))  | 5  |
|    | k.  | loss of toes  |  |
|    | a.  | all on one foot   | 30                                       |
|    | b.  | great, one or both phalanges  | 5  |
|    | c.  | other than great, if more than one toe lost, each   | 5  |
| 3. | In the case of total and absolute incapacity from following usual business or occupation the weekly sum specified in the schedule shall be payable  |   |  |
| 4. | The reasonable expenses incurred, up to the sum specified in the schedule, shall be payable in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs |   |  |

and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 months of the defined event.

#### Memoranda (applicable to permanent disablement benefits)

- a. Where the injury is not specified We will pay such sum as in its opinion is consistent with the above provisions
- b. Permanent total loss of use of part of the body shall be considered as loss of such part
- c. 100 per cent shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of such person

provided that

- a. We shall not be liable to pay in respect of anyone such person more than the capital sum plus the sums specified under items 3 and 4;
- b. the sum specified under item 3 shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 weeks and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that permanent disability may remain;
- c. compensation payable under item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4;
- d. this extension shall not apply to any such person under 15 or over 70 years of age;
- e. after suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. We shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
- f. general exception 2 and general conditions 2 and 9, do not apply to this extension;
- g. in respect of this extension only general exception 1, is deleted and replaced by the following:

This extension does not cover death or bodily injury directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.

#### Extensions to the personal accident (assault) extension

1. Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereof
2. In the event of disappearance of any such person in circumstances which satisfy Us that he has sustained injury to which this personal accident (assault) extension applies and that such injury has resulted in the death of such person, We will, for the purpose of the insurance afforded by this extension, presume his death **provided that if, after Us shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by You to Us.**
3. We will indemnify You for the cost of treatment of any principal, partner, director or employee of Yours undergoing treatment by a registered psychologist as a result of their having been psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack.  
The indemnity under this extension is limited to 10% of the death compensation limit stated in the schedule in respect of any one claim or series of claims from one event.

### Specific exceptions

We shall not be liable for loss of or damage to money

1. arising from dishonesty of any principal, partner, director or person or persons in Your employ not discovered within 14 working days of the occurrence thereof;
2. arising from shortage due to error or omission;
3. arising from the use of keys to any safe or strong room unless the keys
  - a. are obtained by violence or threats of violence to any person
  - b. are used by the key holder or some other person with the collusion of the key holder and You can prove to Our satisfaction that the key holder or such other person had used the keys to open the safe or strong room;
4. in an unlocked safe or strong room whilst the portion of the premises containing such safe or strong room is unattended but this exception will not apply if it can be shown to Our satisfaction that the key holder to the safe or strong room deliberately left it unlocked with the intention of allowing the money to be stolen;

5. **not contained in a locked safe or strong room whilst the portion of the premises containing such money is unattended** but this exception will not apply if it can be shown to Our satisfaction that the person(s) responsible for the money deliberately left it outside the safe or strong room with the intention of allowing it to be stolen;
6. **in any vehicle being used by You** unless a principal, partner, director or employee of Yours is actually in such vehicle or, if not in such vehicle, is within 5 metres of it in a position from which the vehicle is clearly visible. This exception shall not apply following an accident involving such vehicle rendering the said person incapacitated.

Specific exceptions 3, 4, 5 and 6, do not apply up to an amount of R3 000 and such losses shall not be reduced by any first amount payable

## Memoranda

1. Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director or person in the employ of Yours (such person), as defined under this section, shall be subject to the compulsory first amount payable as stated in the schedule in respect of an event involving any such person or any number of such persons acting in collusion .
2. **We shall not be liable under this section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for the first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.**

## Special conditions applicable to cheques

### First amount payable applicable to theft of cheques

Any loss or series of losses attributable to one original event which is payable under this section and which results from the theft of any cheque or cheques shall be reduced by a first amount payable as stated in the schedule of the loss indemnifiable by this section unless:

1. Cheques drawn by You
  - a. have been drawn and crossed exactly in accordance with the under mentioned "Recommended procedure for drawing and crossing of cheques" or any other superior method approved by the Insurer/s and the printed portion of the cheque (as opposed to the written or typed portion) has been printed by the bank itself or a printer licensed to print cheques by the Automatic Clearing Bureau  
or
  - b. have been dispatched to the payee by certified post or any post where the security is equal or superior to certified post
2. Cheques drawn by someone other than You and which were received by You by post or directly by the cashier
  - a. have been crossed and marked "not negotiable" and marked "not transferable" immediately on receipt thereof by You and
  - b. You are able to identify the drawer and amount of the cheque from their records
3. Cheques of which You are the true owner which were drawn by someone other than You and posted to You but not received
  - a. have been drawn and crossed exactly in accordance with the under mentioned "Recommended procedure for drawing and crossing of cheques" or any other superior method approved by the Insurer/s  
or
  - b. was dispatched to You by certified post or any post where security is equal or superior to certified post.  
or
  - c. Your invoice (to which the payment by cheque relates) contains a message (approved by the Insurer/s) recommending or requiring that the cheque be drawn in accordance with the under mentioned "Recommended procedure for drawing and crossing of cheques".

## Recommended procedure for drawing and crossing of cheques and printing of blank cheques

### A. Drawing and crossing of cheques

One of the safest methods of drawing and crossing a cheque which is acceptable to banks is as noted hereunder.

This recommended method is

1. Delete the pre-printed words "or bearer". This limits the possibility of the drawer bank paying out to a bearer who

might not be entitled to payment.

2. If instead of "or bearer" your cheque has pre-printed on it "or order" these words must also be deleted.
3. Write on the face of the cheque the words "not transferable".
4. Cross the cheque by drawing two parallel lines across the cheque.
5. Write the words "not negotiable" between the two parallel lines referred to in 4 above.
6. Ensure that the payee is accurately, properly and fully described. For example where the payee is a company, its full name should be used: RH Jones (Pty) Ltd not just RH Jones  
Where the bank account number or CC number of the payee is known this should be included after the name of the payee, for example, "RH Jones (Pty) Ltd, Co no: 69/123456" or "RH Jones (Pty) Ltd ABC Bank account no: 123456789". Whilst highly recommended it is not compulsory to use the bank account number of the payee.
7. In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures.
8. An example of this method of drawing a cheque is attached as Annexure A.
9. On the front of the cheque the wording listed in Annexure B (last page of this section) should be printed. Please ensure that space is left on the rear of the cheque for bank stamps and endorsements.
10. All the markings on a cheque should be legible and clearly visible. Persons drawing cheques should not use abbreviated or different versions of the terminology used in the example. The words "not neg." and a crossing using a rubber stamp containing a rectangle rather than two parallel lines are worthless.
11. The method used to complete cheques should be one which makes an ink impression on the paper, like handwriting, a typewriter or a dot matrix printer. The ribbon used on the printer/typewriter should be of the type which impregnates the paper with ink. **Do not use:**
  - a. old ribbons
  - b. laser printers which do not make an impression into the paper
  - c. the "reverse printing technique"
  - d. correctable type ribbons.

#### **B. Printing of blank cheques**

Blank cheques should only be printed by the Bank itself or a printer licensed by the Automatic Clearing Bureau. These printers know the recommended requirements of banks and should only use approved:

1. security paper (CBS1 or superior)
2. security designs
3. special security inks compatible with the security paper/design
4. methods which make it difficult for anyone to make a supply of blank cheques by photocopying the originals

### **Specific condition**

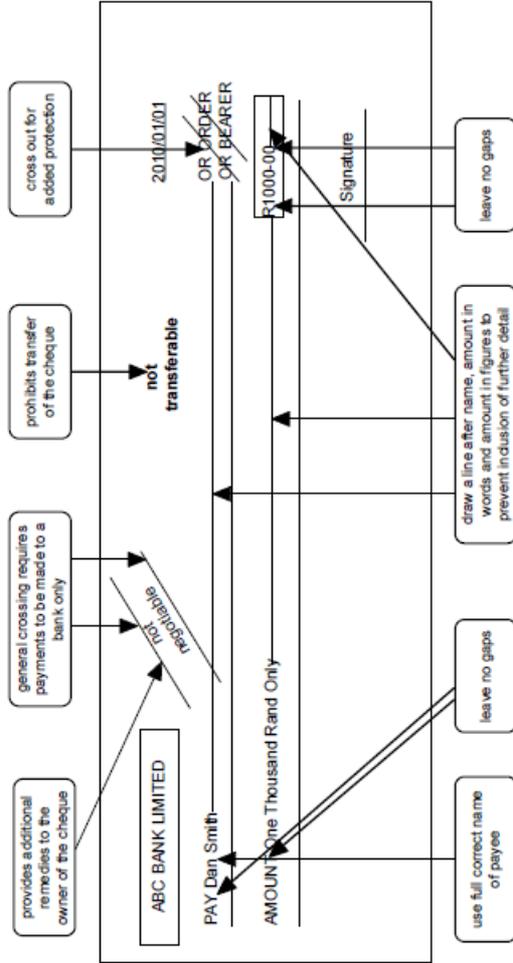
**This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company**

#### **Burglar alarm**

it is a condition precedent to the viability of the Insurer/s in respect of loss of or damage to Your property (or for which they are responsible) by theft or any attempt thereat from any insured building stated in the schedule that the alarm as required by the Insurer/s is set and armed and made fully operative whenever the protected building/s is/are not open for business (unless a principal, partner, director or employee of Yours is in the protected building/s) and it is warranted that:

- A. the said alarm is to be a dual monitoring alarm whenever feasible (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- B. if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
- C. such alarm will be maintained in proper working order but You shall be deemed to have discharged their liability of they have maintained their obligations under a maintenance contract with the installation/ service company of the alarm system;
- D. the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, the insurer/s will be entitled to request full information of the relevant log;
- E. **Loss of or damage to the property following the use of the keys, the keypad code or the remote control of the burglar alarm or any duplicate thereof belonging to You is not covered** unless such keys, keypad code or remote control has been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft.

**ANNEXURE A - RECOMMENDED CHEQUE**



**ANNEXURE B - RECOMMENDED CHEQUE**

**Warning to be printed on bottom left front of cheque - leave enough space for bank stamps etc.**

**WARNING**

To person encashing this cheque or receiving it in exchange for any consideration. Where a cheque has been stolen from or lost by the true owner, you may be liable to reimburse him for his loss if you encash such cheque or receive it in exchange for any consideration. (Section 81 of the Bills of Exchange Act, 1964)

**NB** This cheque is crossed and marked "not negotiable" and "not transferable"



