



Artinsure Underwriting Managers (Pty) Limited

Insurance for Professional Photographers & Videographers

underwritten by



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1. INTRODUCTION

This Policy has been designed to meet the needs of the professional photographer. The Policy wording, any Endorsements and the accompanying Schedule should be read together and carefully to ensure they fully reflect Your instructions. If anything is not correct please notify Your broker immediately.

In accordance with the terms and conditions within this Policy We will insure You against physical loss or physical damage to Your Equipment. We will also insure You for a claim for loss or damages arising under the additional sections which We have agreed to insure You for as shown in the Schedule. We will insure You during the Period of Insurance for which We have accepted Your premium. We will do this so long as You have paid Your premium and all the terms and conditions of the Policy are complied with.

Please note that this is a legal document and must be kept in a safe place. In order to ensure that We are able to meet Your needs You must inform Us via Your broker immediately should any changes take place after the start of this insurance which may affect Your Policy. If you do not inform Us cover in terms of the Policy may be voided.

2. DEFINITIONS

This Policy contains certain words which have special meanings and We have provided these meanings here.

Accident	A sudden and unexpected event which happens by chance during the period of insurance.
Accidental Damage	Sudden and unforeseen accidental damage to the Property Insured or third party property not otherwise specifically excluded under this policy.
Amount Insured	This is the most We will pay for a valid claim as shown in and determined by the Schedule and which may be represented by the Basis of Settlement as the context may indicate in this Policy.
Basis of Settlement	The calculation of Value as set out in the Schedule by which We will determine what We must pay you for a valid claim under this Policy in the absence of an Agreed Value or other value as this Policy may provide for, and subject always to the Amount Insured for that particular section of cover in terms of which the valid claim is brought by You.
Coinsurance	The percentage of each claim (in addition to the policy excess) for which You shall be responsible for Property Insured older than 24 months from the date of original purchase as new.
Commencement Date	The date Your cover shall start as shown in the schedule
Data	Information stored by or on a computer, Laptop, Palmtop, documents, manuscripts and business books.
Depreciation	The reduction in value of a laptop which will be deducted from the sum insured for wear and tear for laptops that are older than 24 months from the date of original purchase as new.
Endorsement	Any amendments made to the Policy which attaches to the policy and which has been made by Us and sent to You in writing.
Equipment case	Either <ol style="list-style-type: none"> 1. A purpose designed hard case, where the interior has been specifically formed to fit the cameras and equipment contained therein; or 2. A purpose designed proprietary padded case bought from a recognised supplier of photographic equipment.
Evidence of ownership	Original purchase receipts showing; date of purchase; price paid; details of the Property Insured; name and address of seller; or other evidence which clearly demonstrates ownership.
Excess	The amount for which You are responsible as the first part of each agreed claim.

Fair Market value	The value of replacing the item in the current market involving an arms-length sale between a willing buyer and a willing seller.
Film stock	Including, but not limited to the collection of Photographic Transparencies, Disks, Digital Images or Imagery, Negatives or Prints (either complete or in the process of completion), all belonging to You or for which You hold yourself responsible
Fogging	Deterioration in the quality of the image caused either by extraneous light or the effects of a processing chemical.
Forcible and violent entry	Entry evidenced by visible damage to the fabric of the building, room or vehicle at the point of entry.
Inherent cause	A hidden flaw, weakness or imperfection in an article
Laptop	Portable laptop computers and notebooks
Laptop Accessories	Adaptors, cards, cases, data storage devices, input devices, networking accessories, docking stations, security devices and webcams that are used with Your Laptop.
Locked Luggage Compartment	(a) a locked car boot (b) a locked rear storage area of a hatch-back, four-wheel drive, estate car, MPV or SUV subject to a factory fitted cover being in place, and where not available, kept out of sight (c) a locked rigid bodied van, mini bus or campervan providing the windows have been obscured and providing the item of Property Insured is in a compartment of the vehicle not accessible from the driver's area or, where the compartment is accessible, kept out of sight. (d) a rigid body fully enclosed trailer attached to a vehicle by a shackle bolt
Period of Insurance	The period shown in the Schedule for which You have paid or have agreed to pay and We have accepted or agreed to accept Your premium and in doing so We have agreed to provide the insurance as set out in and subject to the terms and conditions of this Policy.
Policy	The insurance contract in place between You and Us consisting of this Policy wording and the Schedule and any Endorsements or amendments as may be made to it from time to time.
Policy Associate	means fellow photographers or an assistant in the production of photography or filming who are named on Your Schedule other than You, and who have paid an additional Premium to extend the benefits of cover under the Public Liability Section only
Portfolio	Your collection of photographic prints and laminates but only for the value of the materials together with the cost of re-duplicating or re-laminating and re-printing but not for the value to You of the information contained therein
Premises	The buildings at the address (es) specified in the Schedule, including the storerooms and outbuildings but not the gardens or grounds.
Professional Photographer	a person who derives more than 50% of their income from photography or associated photographic activities other than working in a retail photographic store
Property Insured	Property including but not limited to camera, video and computer equipment, lighting and props as specified on the schedule and the unspecified limit amount.
Schedule	The Schedule sent to You or Your broker or agent when We accepted this insurance and any subsequent amendment thereto, whichever is the most recent, showing information, included but not limited to Your name and address, the amounts insured and Period of Insurance which forms part of and is issued in accordance with the Policy.
Theft	The unauthorised dishonest appropriation or attempted appropriation of the Property Insured by another person with the intention of permanently depriving You of it

Unattended	Whilst the Property Insured is not being used or held by or on You or an adult who is responsible for the safe keeping of the Property Insured unless the Property Insured is at or in the Insured Location, locked room or locked cupboard or Locked Luggage Compartment
Unoccupied	Not attended by You during normal working hours
Unspecified	Any item over R300 and under R1,500 included as Unspecified Items within the Sum Insured
Specified	Any item over R1500 that has been specified on the policy
Value	a) the usual new undiscounted replacement cost (including VAT) from a reputable dealer as at the Commencement Date of the Period Of Insurance, or b) for collectable, rare or vintage items having a Value greater than usual replacement cost new, a sum as evidenced by a valuation by a competent reputable source undertaken not more than 12 months before the Commencement Date of the initial Period Of Insurance of the item and thereafter every three years
We or Us or Our	The Hollard Insurance Company Limited, the Insurer.
You or Your	The person, company, institution, partnership, membership organisation or entity named in the Schedule as the Insured

3. THE COVERS and specific exclusions

YOU ARE INSURED ON THE FOLLOWING BASIS, SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY AND THE LIMITS SPECIFIED IN THE POLICY SCHEDULE:

We will at Our option, repair items to their prior level of functionality, or, if beyond economic repair, replace the Property Insured with a similar article of like kind, functionality and quality or pay cash.

3.1 COVER OF PROPERTY AT SPECIFIED LOCATION

What is covered?

1. Theft of property from insured the location
2. Accidental damage to property at the insured location.

SECURITY REQUIREMENTS AT THE INSURED LOCATION

Theft whilst the item of Property Insured is at the Insured Location shall only be covered in circumstances where the security you have declared to Us in the proposal form is in place and operational.

What is Not Covered

1. Theft when the Property Insured is in a locked room or locked cupboard away from the Insured Location unless access is by Forcible and Violent Entry and You have complied with the Security Requirements
2. Theft when the Property Insured is at the Insured Location unless involving Forcible and Violent Entry and You have complied with Security Requirements
3. Theft when the Property Insured is Unattended unless you have consigned it to an airport's or airline's authority as the items have to be transited in the luggage hold of an aircraft.
4. Theft from an Unoccupied Insured Location
5. Theft by a person or persons to whom the Property Insured is entrusted
6. Theft when hired out by You to any other person, unless You are in attendance
7. Theft from any building at the Insured Location which is not of brick or stone built construction with a tiled or multilayer roof and securely locked, unless specified in an Endorsement
8. The matching of any parts of a set or collection, not the subject of Theft
9. Unexplained Theft
10. Depreciation on items over 24 months old

11. When the claim has not been approved

3.2 PROPERTY INSURED AWAY FROM INSURED LOCATION (WORLDWIDE)

What is Covered

1. Theft of property away from the insured location
2. Accidental damage to property that is taken away from the insured location.

SECURITY REQUIREMENTS WHERE THE PROPERTY INSURED IS AWAY FROM THE INSURED LOCATION

- a) Theft of the Property Insured whilst the item of Property Insured is away from the Insured Location shall only be covered in circumstances where:
 - the item of Property Insured is not left Unattended; or
 - the item of Property Insured is inside a locked room or locked cupboard, and any security devices have been made operational; or
 - the item of Property has been consigned to an airport or airline authority as the items have to be transited in the luggage hold of an aircraft.

SECURITY REQUIREMENTS FOR VEHICLES

Theft whilst the item of Property Insured is in a vehicle shall only be covered in circumstances where:

- a) The Property Insured is stored in a Locked Luggage Compartment
- b) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened
- c) Access to the vehicle must have been by Forcible and Violent Entry
- d) All security devices installed in the vehicle are in operation and
- e) When Property Insured exceeds R100,000 in aggregate or an individual item exceeds R50,000, the vehicle must be fitted with an alarm and immobiliser.
- g) When at the Insured Location, the Property Insured, must be removed from Your vehicle and stored within the Insured Location

Requirements in addition to 4.1 (a) to (f) for

- a) Trailers - where in a locked rigid bodied trailer it must be attached to the vehicle by a padlocked chain.
- b) Hatchback, four wheeled drive, estate car, MPV or SUV - where in a rear storage area of a hatchback, four wheel drive, estate car, MPV or SUV a factory fitted cover must be in place and if not available, the Property Insured must be out of sight, and the vehicle must be fitted with an alarm and immobiliser.
- c) Van, mini bus or campervan - where in a rigid bodied van, mini bus or campervan the windows must be obscured and the Property Insured must be in a compartment not accessible from the driver's area or, where the compartment is accessible, the Property Insured must be out of sight, and the vehicle must be fitted with a alarm and immobiliser.

What is Not Covered

1. Theft when the Property Insured is in a locked room or locked cupboard away from the Insured Location unless access is by Forcible and Violent Entry and You have complied with the Security Requirements
2. Theft when the Property Insured is at the Insured Location unless involving Forcible and Violent Entry and You have complied with Security Requirements
3. Theft when the Property Insured is Unattended unless you have consigned it to an airport's or airline's authority as the items have to be transited in the luggage hold of an aircraft.

4. Theft by a person or persons to whom the Property Insured is entrusted
5. Theft when hired out by You to any other person, unless You are in attendance
6. Theft from any building at the Insured Location which is not of brick or stone built construction with a tiled or multilayer roof and securely locked, unless specified in an Endorsement
7. The matching of any parts of a set or collection, not the subject of Theft
8. Unexplained Theft
9. Depreciation on items over 24 months old
10. When the claim has not been approved

4. EXTENSIONS

4.1 ACCIDENTAL DAMAGE TO OR THEFT OF YOUR PORTFOLIO

What is covered?

1. Accidental damage caused to or theft of your portfolio. We will pay for the cost of replacing your portfolio up to the sum insured in the policy schedule.

What is Not Covered

1. When Accidental Damage is sustained in transit when handed to a recognised transport provider, unless the Property Insured is securely packaged in a purpose designed Equipment Case
2. When hired out by You to any other person, unless You are in attendance
3. When the Property Insured is Unattended
4. Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin
5. Marring, scratching, denting
6. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction
7. Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately
8. Defects in operation
9. Failure to use or maintain the Property Insured in accordance with the manufacturer's instructions
10. Faulty or defective design, materials or workmanship or latent defect
11. The matching of any undamaged parts of set or collection

4.2 ACCIDENTAL DAMAGE TO OR THEFT OF YOUR FILM STOCK

What is covered?

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

4.3 DETERIORATION OF FILM STOCK

What is covered?

1. We will pay the value at the time of Damage to perishable items of Film Stock in refrigeration cabinets or compartments caused by deterioration or putrefaction due to:
 - rise or fall in temperature as a result of breakdown stoppage or failure from any inherent cause of the said appliance
 - action of refrigerant fumes escaping from the said appliance
 - loss of refrigerant
 - failure to the mains supply of electricity and/or gas due to any cause not following
 - the deliberate act of the supply authority or
 - the exercise of such authority of its power to withhold or restrict supply

2. The most We will pay is the sum insured stated in the Schedule.

4.4 X - Ray Scanning

What is covered?

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

What is Not Covered

1. Accidental damage resulting from fogging or other defect in the film not directly attributable to the scanning operation

4.5 PROCESSING LOSS

What is covered?

1. We will indemnify You against damage to all films, negatives, prints, archive library and display material arising from faulty or negligent developing, processing or printing.
2. Non receipt of processed or developed films as a result of misdirection or negligence
3. The amount payable shall not exceed the sum insured in the policy schedule only for the value of the materials together with the cost of replacement and not for the value to YOU of the information contained therein

4.6 ACCIDENTAL DAMAGE RESULTING IN RESHOOT COSTS

What is covered?

1. We will indemnify You against All production costs and expenses attributable to a shoot and the cost of reproduction of Photographic Work required, which results from Accidental Damage to exposed Film Negatives positives, prints, digital disks, memory cards, and or computer hardware, which is the property of the Insured or for which you are responsible.
2. Subject to reasonable precautions being taken to back up the data.
3. The amount payable shall not exceed the sum insured in the policy schedule

4.7 ACCIDENTAL DAMAGE TO OR THEFT OF PROPERTY AT EXHIBITIONS

What is covered?

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

4.8 UNWITTING HANDLING OF STOLEN PHOTOGRAPHIC EQUIPMENT

What is covered?

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

in the policy schedule.

4.9 HIRE OF EQUIPMENT

What is covered?

1. We will pay for the hire of alternative equipment from a recognised reputable dealer whilst awaiting repair or replacement of Property Insured when the subject of an approved claim
2. A total value of up to a maximum of R25 000 for the hiring of equipment during any one period of insurance.

What is Not Covered

1. When the claim has not been approved
2. Where Our prior authority has not been obtained
3. Where the hire costs are greater than a normal charge through a recognised supplier of temporary replacement equipment

5. PUBLIC LIABILITY

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

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

Provided that such legal liability arose in connection with Your Business,
And provided further that the event giving rise to the legal liability arose during the Period of Insurance and Your claim to Us must have been brought to Us during the Period of Insurance,

You are also insured under this Section subject to the terms and conditions of this Policy for:

A. Tenants Liability

Your legal liability as tenant to the owner of Your Premises for:

Loss or damage to Your Premises caused directly by the following events:

- i. Fire, lightning, explosion or earthquake;
- ii. Storm or flood;
- iii. Escape of water from any water or heating or cooling installation.

Excluding:

- iv. Loss or damage arising under agreement unless You would have been liable in the absence of such agreement;
- v. Loss or damage against which a tenancy or other agreement stipulates that insurance shall be effected by or on Your behalf;
- vi. In addition You are insured for all sums, which You may be legally liable to pay as tenant for the cost of repairing accidental damage to cables and underground pipes and drains (and their inspection covers) on the Premises or connecting them to the public mains.

B. Liability of Additional Persons

- i. If You die, We will insure Your legal personal representatives but only in respect of liability incurred by You;
- ii. At Your request, and upon our confirmation of acceptance, We will also insure Your directors or Employees in respect of liability arising in connection with Your business provided that You would have been entitled to indemnity under the Section if the claim had been made against You;
- iii. At Your request and upon our confirmation of acceptance We will also insure Your principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;

Provided that:

- i. Each person shall as though he / she were You observe fulfil and be subject to the terms of this Policy insofar as they can apply;
- ii. That You would have been entitled to indemnity under the Section if the claim had been made against You;
- iii. Where We are required to indemnify more than one party, the total amount of indemnity payable to all parties in respect of damages shall not exceed the Amount Insured.

C. What we will pay

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

D. Exclusions

You are not insured under this Section for:

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

- xiv. fines, penalties, punitive, exemplary or vindictive damages
- E. Conditions

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

6. WHAT IS NOT COVERED – GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

- 5.1 Any claim under R1,000
- 5.2 Any Excess and/or Voluntary Excess as shown on Your Schedule

We ARE NOT LIABLE TO PAY FOR ANY CLAIM DIRECTLY OR INDIRECTLY caused by or resulting from:

- 5.3 Inherent defect, wear and tear, gradual deterioration, rust or oxidization, insects, vermin or warping,
- 5.4 Alteration, misuse, electrical or mechanical breakdown (This exclusion shall not apply to fire damage to stock arising from electrical or mechanical breakdown.)
- 5.5 Any process of heating, drying, cleaning, washing, dyeing, alteration, repair, restoration, maintenance, dismantling, decoration.
- 5.6 **(A)** This policy does not cover loss of or damage to property related to or caused by:
- 5.7 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)(a)** 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 or siege;
 - (b)** 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 either way dealing with any occurrence referred to in clause (i), (ii), (iii), (iv), (v) or (vi) above. If the company alleges that by reason of clause (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.
- 5.8 **(B)** This policy does not cover loss or damaged 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.
- 5.9 Breakage or theft or attempted theft while the Premises is lent or rented unless entry to or exit from the Premises is made using violence or force.
- 5.10 Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assemble or nuclear component
- 5.11 An act using or threatening to use violence or force which is committed by a person or group of people, whether acting alone or on behalf of or in connection with an organisation or government and is for political, religious, ideological or similar reasons.
- 5.12 Your own willful act or that of any of Your Employees.
- 5.13 Loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally

- carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities.
- 5.14 Loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement.
 - 5.15 We do not cover the first part of each claim which falls within the Excess as specified in the Schedule.
 - 5.16 Asbestos exclusion - it is hereby understood and agreed that this Agreement shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.
 - 5.16 Theft by false pretences - This is any theft that occurs as result of you being tricked into parting with your property as part of a transaction that you believed was legitimate. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

7. WHAT TO DO IF A LOSS OCCURS

- COSTS** You must not incur any legal or associated costs without Our express prior written consent to all items of such costs.
- COOPERATION** You and any lawyers or other advisers appointed by You must act in accordance with our wishes. You must co-operate fully at all times with any lawyers and / or other advisers We appoint if We exercise our rights to do so. Whether or not We take over the defence or settlement of any claim, We shall have the right at any time to negotiate with any claimant and in the event that We are able to settle the claim but You wish to continue to defend or advance such claim, You must accept as full and final discharge of all our liability under this Policy (whether then known or unknown) payment to You of the amount We could have paid the claimant to settle the claim and any legal and associated costs for which We are already liable at that point.
- INFORMATION** You must complete a claims form and provide Us via Your broker with full details of Your loss or damage within thirty days of Your discovery of any loss which You may need to claim for under this policy.
- NOTIFICATION** You must advise Us via Your broker within thirty days of Your discovery about any loss or damage which You may need to claim for under this policy. If You do not We will not have to pay Your claim.
- POLICE** If a crime has been committed, or there has been a vehicle collision You must notify the police within forty eight hours and obtain a reference number from them.
- PROOF** You must prove the loss or damage has happened and give Us all the cooperation We need.
- SUBROGATION** Before or after any payment under this Policy, We shall at our option, be entitled to be subrogated to all of Your rights of recovery against any person or entity (other than Yourself) and You shall, if requested to do so by Us, execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing to prejudice such rights.

7. GENERAL CONDITIONS

- ASSIGNMENT** You may not transfer this Policy nor cede any rights in terms of this Policy to any other person.
- CANCELLATION** You have the right to cancel the Policy at any time by giving Us notice in writing by registered mail at the address provided in the Schedule.
We also have the right to cancel the Policy at any time but must give You thirty days notice.

If We cancel, We will write to the postal address in the Schedule by registered mail.

- COINSURANCE** The percentage of each claim (in addition to the policy excess) for which You shall be responsible for camera bodies and laptops part of the Property Insured older than 24 months from the date of original purchase as new.
Over 24 months to 36 Months – 10%
Over 36 months to 60 months – 20%
Over 60 months – 50%
Coinsurance shall not apply where we have agreed a value on items
- 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.
- INFORMATION** We have relied upon the information You have supplied to Us to accept and set the terms. You must ensure that all information is accurate and that You have not withheld any information. You must inform Us of any change to the information which occurs before and during the Period of Insurance which may affect this insurance. If You are in any doubt You should speak to Your broker.
- JURISDICTION** This Policy is subject to the jurisdiction of the courts of the Republic of South Africa. We are not liable for any costs or expenses not incurred in the Republic of South Africa.
- INTEREST** We are not liable to pay interest unless a court orders otherwise.
- MISREPRESENTATION** If You have not told Us about or misrepresented any facts or circumstances which might affect our decision to provide insurance or the terms of insurance, or You have made a false claim, We can refuse to pay a claim or We can treat the insurance as though it had never existed.
- OTHER INSURANCE** If at the time of a claim there is another Policy in force which covers the damaged or lost part of the Consignments and / or any other insured interest in terms of this Policy We will only be liable for our proportionate share taking in to consideration the value of the claim and any pay-out by the other Policy or policies.
- PREMIUM CLAUSE** The premium is due to us in advance. If it is not received by us by the due date this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance. If you can show that failure to make payment was an error on the part of your bank or other paying agent the cancellation will not be enforced. There will be a grace period of 15 days. The premium will thereafter be double debited on the first of the following month.
- JURISDICTION** The Due date will be the first day of every calendar month where premium is payable monthly, and the first day of
(a) each third
(b) each sixth or
(c) each twelfth calendar month following inception where premium is payable quarterly, half-yearly or annually.
- PREMIUM PAYMENT** Premium is payable on or before the inception date or renewal date as the case may be. We shall not be obliged to accept premium tendered after the inception date or renewal date but may do so upon such terms as we may determine at our sole discretion.
- REASONABLE CARE** You must take all reasonable steps to protect the Insured Property against loss or damage.
- REPAIRED ITEMS** Where damaged items which were the subject of a claim are fully restored We will continue

to insure them without any additional premium. We reserve the right to review the Premium at renewal of the policy, in the event that we agree to renewal.

SECURITY

The security measures which You have advised Us of must be activated and fully operational whenever the Premises are Unoccupied. We will not have to pay You for any claim or claims if You fail to maintain, implement and / or set the security measures.

8. REJECTION OF CLAIMS AND TIMEBAR

If We or Artinsure decline liability for a claim made in terms of this Policy or avoids this Policy or You dispute the amount of any claim under this Policy, representation may be made to Us within 180 (one hundred and eighty) Days of the date of our letter of rejection or avoidance. Your representation must be submitted in writing to:

Hollard Insurance Partners at:

Postal address: PO Box 87419, Houghton, 2041
Telephone number: (011) 351 1441

Alternatively, You may contact The Ombudsman for Short-term Insurance at:

Postal address: PO Box 32334, Braamfontein, 2017
Telephone number: (011) 726 8900
Fax: (011) 726 5501

If the dispute is not satisfactorily resolved in this manner, You may institute legal action against Us for the enforcement of the claim by way of the service of summons. Summons must be served on Us within one hundred and 180 (hundred and eighty) days of our original letter of rejection or avoidance. If this is not done, Your claim will be unenforceable against Us and it will become time barred and You will not be able to challenge our decision.

9. COMPLAINTS

Any enquiry or complaint You may have regarding Your Policy, or a claim notified under Your Policy may be addressed to the broker acting on Your behalf or directly to Artinsure at:

Postal address: PostNet Suite 243, Private Bag X30500, Houghton, 2041
Telephone number: 0861 111 096

If You are not satisfied with the way the complaint has been dealt with You may ask Hollard Insurance Partners to review Your case at:

Postal address: PO Box 87419, Houghton, 2041
Telephone number: (011) 351 1441

If You are not satisfied with the way a claim has been dealt with You may refer Your case to the Short Term Insurance Ombudsman at:

Postal address: PO Box 32334, Braamfontein, 2017
Telephone number: 0860 OMBUDS (0860 662 837)

Please have full Policy details and Policy number with You to enable Your complaint to be dealt with speedily.