



Commercial

Key Highlights: Policy Wording Updates

Effective 1 January 2021

Section / Extension	Current wording	New wording
General exceptions	<p>5. We do not pay for any claims arising from, related to or in consequence of any infectious disease</p> <p>Notwithstanding any other terms under this Policy or any endorsement thereto, we hereby confirm that we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary or third party for damage, loss, liability, costs or expenses of whatsoever nature directly or indirectly caused by or contributed to or resulting from, arising out of or in connection with:</p> <ol style="list-style-type: none"> a. any Coronavirus or Coronavirus disease including but not limited to SARS-CoV2/COVID-19; Avian Influenza, Severe Acute Respiratory Syndrome Coronavirus (SARS-CoV); and/o b. any mutation or variation of a) above; and/or c. any infectious epidemic/pandemic (if classified either way by an appropriate national or international authority/body/agency) which leads to: <ol style="list-style-type: none"> i. the imposition of quarantine or restriction in movement of people, goods and/or animals by a national or international body or agency; and/or ii. any travel advisory or warning being issued by a national or international body or agency; and/or d. any fear or threat (whether actual or perceived) of the above; and/or e. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of the above, irrespective of: 	<p>5. Communicable Disease Endorsement</p> <ol style="list-style-type: none"> 1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of, attributable to, resulting from, originating from, occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. 2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: <ol style="list-style-type: none"> 2.1 for a Communicable Disease, or 2.2 any property insured hereunder that is affected by such Communicable Disease. 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <ol style="list-style-type: none"> 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

	<ul style="list-style-type: none"> i. where in the world such outbreak may exist or be feared to exist; and/or ii. whether or not an appropriate national or international authority/body/agency has declared that an infectious disease/epidemic/pandemic exists. <p>If the Insurer alleges that by reason of this exclusion, any loss is not covered by this insurance contract the burden of proving the contrary rests on the Insured.</p>	<p>4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).</p> <p>All other terms, conditions and exclusions of the policy remain the same. If the Insurer alleges that by reason of this exclusion, any loss, damage or liability is not covered by this Policy the burden of proving the contrary rests on the Insured.</p>
General conditions	<p>3 A. Cancellation</p> <p>This policy or any section may be cancelled at any time by the company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the company, the insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to general condition 4.</p>	<p>3A. (i) Cancellation.</p> <p>This policy or any section may be cancelled by the company giving 31 days' notice in writing (or such other period as may be mutually agreed). The insured can cancel the policy with immediate effect.</p> <p>On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force, unless cooling-off rights apply.</p> <p>On cancellation by the company, the insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation.</p>
General conditions	Not in current wording	<p>3A. (ii) Changes to terms and conditions</p> <p>The company may, at its discretion and on providing you with 31 days written notice to your Business's nominated email address, make changes to the terms and conditions of this Policy, as and when it deems necessary</p>
General conditions	<p>5. Prevention of loss</p> <p>The Insured shall take all reasonable steps and precautions to prevent accidents or losses</p>	<p>The Insured shall take all reasonable steps and precautions to prevent accidents or losses including, but not limited to, compliance with and adherence to laws and regulations which are relevant to the risk.</p>

<p>General conditions</p>	<p>5. Claims</p> <p>a. On the happening of any event which may result in a claim under this policy the insured shall, at their own expense</p> <p>give notice thereof to the company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured.</p>	<p>6. Claims</p> <p>a. On the happening of any event which may result in a claim under this policy the insured shall, at their own expense</p> <p>give notice thereof to the company within 30 days or as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured.</p>
<p>General conditions</p>	<p>Fraud</p> <p>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</p>	<p>8. Fraud</p> <p>If any claim under this policy be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if any accident, loss, destruction, damage or liability be occasioned by the wilful act or with the connivance of the Insured, all benefits under the claim shall be forfeited and the policy will be cancelled</p>
<p>General conditions</p>	<p>Cyber Risk (Applicable to Electronic Equipment and Fidelity Guarantee Sections)</p> <p>Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows: The Insurers shall not indemnify the insured for DAMAGE, liability, costs or expenses directly or indirectly caused by or contributed to or resulting from the action of any cyber extortion or cyber attack regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, liability, costs or expenses.</p>	<p>16. Property Cyber and data Exclusion</p> <p>1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:</p> <p>1.1 Cyber Loss;</p> <p>1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> <p>2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>

		<p>3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.</p> <p>Definitions</p> <p>4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.</p> <p>5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.</p> <p>6. Cyber Incident means:</p> <p>6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or</p> <p>6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.</p> <p>7. Computer System means:</p> <p>7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device,</p>
--	--	---

		<p>networking equipment or back up facility, owned or operated by the Insured or any other party.</p> <p>8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.</p>
<p>Fire section/Buildings combined/Office contents/Glass/Accounts Receivable section</p>	<p>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</p> <ol style="list-style-type: none"> 1. civil commotion, labour disturbances, riot, strike or lockout; 2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above; provided that this extension does not cover <ol style="list-style-type: none"> 1. loss or damage occurring in the Republic of South Africa and Namibia. 2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured. 3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation. 4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. 5. 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 any such occurrence. <p>If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e),</p>	<p>Riot and strike option has been deleted from Fire, Buildings combined, Office contents, Glass and Accounts receivable section</p>

	loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured	
Accidental damage	<p>Defined events (i)</p> <p>Accidental physical loss of or damage to the insured property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section (other than Business All Risks) listed in the index of this policy.</p>	<p>Defined events (i)</p> <p>Accidental physical loss of or damage to the insured property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section (other than Business All Risks and Power surge) listed in the index of this policy.</p>
Public liability (Claims made/Occurrence basis)	<p>Exclusions:</p> <p>Teacher to teacher liability</p> <ul style="list-style-type: none"> - Pupil to Pupil Liability - Pupil to Teacher Liability - Failure To supervise <p>Swimming Pool / Water Sport Exclusion</p> <p>This section does not cover liability arising from the use of the swimming pool, including failure to supervise or prevent any use of the pool whether such use is authorized or not. We also do not cover liability for any injury or death which is in any way associated with or as a consequence of any swimming instructions.</p> <p>School supervision clause</p> <p>Notwithstanding anything else contained in the policy to the contrary, in conjunction with specific exclusions applicable to schools the Insured, and its employees must:</p>	<p>Specific Exclusions (applicable to schools)</p> <p>The company will not indemnify the insured in respect of liabilities arising directly or indirectly from any actual or alleged liability whatsoever for any claim which results in the death of or bodily injury to or illness of any persons, resulting from, in consequence of, any way involving:</p> <ul style="list-style-type: none"> • child molestation or sexual abuse; wrongful or excessive discipline; or bullying or harassment, teacher to teacher, pupil to pupil, pupil to teacher • authorised or unauthorised use of a swimming pool <p>School supervision clause</p> <p>Notwithstanding anything else contained in the policy to the contrary, in conjunction with specific exclusions applicable to schools the Insured, and its employees must establish and maintain a system to supervise the activities of children in their care that is reasonably designed to achieve safety and compliance with applicable laws and regulations. Non-compliance may result in repudiation of a claim.</p>

	<p>establish and maintain a system to supervise the activities of children in their care that is reasonably designed to achieve safety and compliance with applicable laws and regulations.</p> <p>The insured is responsible for conducting due diligence in the course and care provided to the children.</p> <p>Specific Exclusions (applicable to schools)</p> <p>Notwithstanding anything else contained in the Policy to the contrary the Company shall not indemnify the Insured for liabilities arising directly or indirectly from any actual or alleged liability whatsoever for any claim, event or loss or losses caused by, arising out of, resulting from, in consequence of, any way involving: child molestation or sexual abuse; wrongful or excessive discipline; or bullying or harassment</p>	
<p>Public liability (Claims made/Occurrence basis)</p>	<p>Not in current wording</p>	<p>Drone liability (if stated in the schedule to be included)</p> <p>Specific exception 3C(ii) shall, as far as it relates to drones, will not apply.</p> <p>The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the company's 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, the annual aggregate or the limit of indemnity for this extension stated in the schedule.</p> <p>This section extends to indemnify the insured in respect of:</p> <ol style="list-style-type: none"> 1. Invasion of privacy cover limit –R 50 000 (in the annual aggregate) 2. Noise liability cover limit – R 50 000 (in the annual aggregate) 3. Liability to third parties - as per limit of indemnity stated on the schedule.

		<p>Definitions</p> <p>“Drone” means, an unmanned aerial vehicle (UAV), remotely piloted aircraft system(RPS) , an aircraft without a human pilot on-board.</p> <p>“Invasion of privacy” means, Data comprising of photographs, video files, sound files, geodectic information, emmissions and radio signals collected by the Drone whilst in flight and made accessible to third parties without the consent of the party to whom the data relates, inclusive of any breach of confidentiality, infringement, or violation of any right to privacy, or of any statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information.</p> <p>“Noise liability” means, claims arising from the operation of the Drone whilst in flight, for the activities covered in the schedule following an official noise complaint lodged by a Third party.</p> <p>“Liability to third parties” is, as per defined events of this section.</p> <p>Civil Aviation Act of 2009, is a South African aviation regulation that must be adhered to when operating a drone/ RPS /UAV. Specific attention must be paid to Part 101 of the regulation.</p> <p>Condition</p> <p>The insured must comply with all legislation that may be applicable within the Republic of South Africa. The Civil Aviation Act of 2009 (Act No.13 Of 2009) and all amendments thereto that occur from time to time must be complied with, including Part 101 of the regulation.</p> <p>Additional specific exceptions (applicable to Drones)</p> <p>This extension does not cover liability</p> <ol style="list-style-type: none"> for any cyber-attack or breach in operating system due to a cyber-attack
--	--	--

		<ol style="list-style-type: none"> 2. while the drone is used for any illegal purposes 3. While the drone is operated by the insured or any authorized person that is under the influence of alcohol, drugs or narcotics, unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself). 4. arising from private or recreational use 5. if the drone manufacturers guidelines and instructions have not been adhered to (including whilst the drone is landing on or taking off or attempting to do so from a place which is not recommended by the manufacturers guidelines) 6. for unlawful seizure of the drone by an unauthorised person or use of the drone without the insured's consent. 7. while the drone is being used for racing, stunt flying or any competitive purposes. 8. While the drone is being used in doors or inside a building, unless prior consent is obtained in writing from Bryte. 9. for any fines, penalties, punitive, exemplary or vindictive damages (unless relating to Invasion of privacy or noise liability) 10. for bodily injury or property damage occurring whilst the drone is in breach of the territorial limits as specified in this section, unless such breach is due to unforeseeable circumstances. 11. for any object or substance being released, dispensed, delivered or deployed from a drone, unless authorized by Bryte Insurance company 12. caused by or resulting from any physical/manual work done by the drone such as maintenance, repair, renovation, restoration, modification or any similar process, unless authorized by Bryte Insurance Company. 13. arising as a result of failure to comply with any licencing laws or regulations.
--	--	---

Money section	<p>Personal accident assault extension.</p> <p>5.d. 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 bring such person to a place of safety) incurred within 24 months of the defined event.</p>	<p>Personal accident assault extension</p> <p>5.d. Medical Emergency Treatment costs/expenses means all reasonable and unexpected costs incurred by you for injury that requires immediate medical treatment at a hospital because of an accident. The insured must be admitted to a hospital for medical treatment for injury that in a medical practitioner's opinion is an emergency and requires hospital admission. Medical practitioner means a person other than the insured or the insured's close relative, who is qualified by degree in western medicine and legally authorised in the geographical area of his/her practice to render medical and surgical services.</p>
Business all risk	<p>Not in current wording</p>	<p>The company shall not be liable for</p> <ol style="list-style-type: none"> 6. loss or damage to drones resulting from failure to adhere to the drone manufacturers guidelines and instructions (including whilst the drone is landing on or taking off or attempting to do so from a place which is not recommended by the manufacturers guidelines). 7. loss or damage to drones resulting from failure to comply with The Civil Aviation Act of 2009 (Act No.13 Of 2009 and part 101 of the regulation) and all amendments thereto that occur from time to time. 8. loss or damage to drones resulting from dryness or humidity, or exposure to light or extreme temperatures, unless this results from high winds of destructive nature, rainstorm, hailstorm or snowstorm or fire. <p>failure to comply with any licencing laws or regulations.</p>
Motor section	<p>Not in current wording</p>	<p>Defined events:</p> <p>Locks and keys</p> <p>The company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon</p>

		<p>the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that</p> <ol style="list-style-type: none"> a. the company's liability shall not exceed R10,000 in respect of any one event. b. such amount shall be reduced by the first amount payable of R250 per occurrence
Motor section	Market value	Retail value
Motor section	Sub section B liability to third parties	Sub-section B Liability to third parties (automatically included up to R5 million)
Motor section	Contingent Liability (if stated in the schedule to be included)	Contingent liability (automatically included up to R5 million)
Motor section	Passenger liability (if stated in the schedule to be included)	Passenger liability (automatically included up to R2,5 million)
Motor section	Unauthorised passenger liability (if stated in the schedule to be included)	Unauthorised passenger liability (automatically included up to R2,5 million)
Motor section	Parking facilities (if stated in the schedule to be included)	Parking facilities (automatically included up to R5 million)
Motor section	Locks and keys (if stated in the schedule to be included)	Additional locks and keys (if stated in the schedule to be included)

Contact

Registered Address

15 Marshall Street, Ferreirasdorp,
Johannesburg, 2001, South Africa

T +27 (0) 11 370 9111
www.brytesa.com

Postal Address

PO Box 61489, Marshalltown, 2107