

# Engineering insurance

Policy document

[kingprice.co.za](http://kingprice.co.za)

Licensed insurer | FSP no. 43862

**KingPrice**<sup>TM</sup>  
INSURANCE

# Here's what's inside

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*(click here)*

# Our contact details

## If you need answers... Get in touch

Policy admin line	0860 21 00 00
Email	engineering@kingprice.co.za
Online	kingprice.co.za
Submit a claim	engineering@kingprice.co.za

## We'd love to hear from you... Complaints or compliments

At King Price we may be super cheap and super efficient, but we're also super curious, and we want to make sure we're doing the best we can do. The king takes good service very seriously.

So, if your consultant made you feel royally spoilt, or if they just straight up spoiled your day, please don't hesitate to let us know.

**For either complaints or compliments, you can email the king directly at [king@kingprice.co.za](mailto:king@kingprice.co.za)**

## Sasria contact details

Online	sasria.co.za
PO Box	653367, Benmore, 2010
Address	36 Fricker Road, Illovo, Sandton, 2196
Phone no.	+27 11 214 0800/0861 72 77 42
Fax no.	+27 11 447 8630/0861 72 73 29
Reg no.	1979/000287/30
VAT no.	4140119340
FSP no.	39117
Email	<a href="mailto:contactus@sasria.co.za">contactus@sasria.co.za</a>



**Please note: Refer to the Sasria policy doc on [kingprice.co.za](http://kingprice.co.za) for further information.**

# Your very own King Price engineering policy document

## Congratulations

### Your business is now under the protection of the king

Since you've already decided to join the King Price royal family, we realise that we don't have to tell you what a wise decision you've made. Please keep that in mind, though, as you go over the information that follows in your policy document.

We're not going to sugar coat the reality... It's long, in fact, it consists of around 100 pages. And it's comprehensive. As you read it, you'll find words like 'subrogation' and 'joint insured'. Not to mention 'sanction limitation'. We sympathise. We really do. After all, who actually wants to read a long and probably boring policy document?

Well, to be honest, maybe you do. Because this is your long and probably boring policy document for your engineering business. It explains the cover you'll enjoy, based on the information you've given us, and it conveys the finer details of your policy and all your responsibilities in (we hope) the clearest possible way.

So, even though we hate to nag, please read this, check all the details on your policy schedule, and make sure that you fully understand the policy wording. If anything is unclear at all, or if you need to update your information, don't hesitate to chat to your broker. It's in your own best interest to do so.

Remember, incorrect details = incorrect cover.

Royal regards,



King Price  
0860 21 00 00  
[engineering@kingprice.co.za](mailto:engineering@kingprice.co.za)  
Licensed insurer | FSP no. 43862  
06/24

# General exclusions and T's & C's



**Please note:** Your risk profile determines your premium and all other variables relating to the cover that we advertise and offer. It's your responsibility to keep your profile 100% correct and up to date.

## Blanks

If, on your policy schedule, the sum insured, limit of indemnity or compensation is:

- Left blank or has no monetary amount stipulated against it.
- Or is reflected as 'nil', 'not applicable', 'not covered', or 'no indemnity extended'.

It would mean that the defined incident or circumstance shown on your schedule isn't insured under the policy.

## Breaching

The conditions and warranties of this policy will apply individually to each of the risks insured, and not collectively to them. So, a breach of any condition or warranty will void the policy only in respect of all the risks to which that breach applies, and doesn't affect the policy in respect of the other risks.

## Changes

You may make changes to your policy at any time by simply emailing us. Any change you make will be effective from the time and date agreed to. An updated policy schedule will then be sent to you. In such a case, please check that the changes were made just as you requested.

Remember, incorrect details = incorrect cover.



**Please note:** King Price may also make changes to your policy, as and when we deem it necessary to do so. When we do, we'll give you 31 days' notice.

## Commencement date

The commencement, or starting, date of your cover is the date on which we agree that the policy should start. Your first premium must also be paid by this date.

## Countries where you're covered

You're covered in South Africa and, to the extent permitted by the relevant insurance Acts, Namibia, Lesotho, Swaziland (Eswatini), Botswana, Zimbabwe, Mozambique and Malawi.

## Dual insurance... Double cover doesn't = double pay-out

If a claim is also covered by another insurance policy that you have, we'll only pay you out for our portion. So, if you insure machinery for R100,000 elsewhere and the same machinery is also insured for R100,000 with us, we'll only pay half and the other insurer will be liable for the rest of the amount.

## Holding covered

If we're 'Holding covered' on a risk, the claim won't be rejected, but the claim will be handled according to the basis of cover that was mutually agreed on and confirmed by us in writing.

## If you don't pay

Let's say your monthly debit order or your annual, bi-annual or quarterly premium payment is returned by your bank, and your insurance premium due to us isn't paid for the period of insurance as a result of that:

- You'll have no cover for the period for which you didn't pay.
- An attempt will be made to collect that unpaid premium on a more suitable date, in order to keep you covered.
- If the premium remains unpaid, you'll unfortunately not be covered for that period either.
- This break in cover may also result in your policy being rerated.



**Please note: If we don't receive the monthly payment for 2 months in a row, either on the payment dates or within the grace periods of those months, we'll immediately cancel your complete policy and you'll no longer enjoy cover. On annual, bi-annual and quarterly policies, you need to pay on the agreed payment date or within the grace period. The policy will end on the last day of the period for which the last premium was paid.**

So, to ensure continuous, peace-of-mind cover, please make sure that there's enough money in your bank account every month, on the date that you've requested that we debit your premium.

Remember, no premium paid = no cover.

## If you want to leave us

Let's hope that you never need to make use of this section, but just in case:

- You may cancel your policy at any time and with immediate effect. If you do, we'll refund the relevant portion of your premium, less any admin cost, provided that no valid claim has been submitted for that period.
- We may also cancel your policy by giving you 31 days' notice. We would do so verbally, by email or by post to your last known address.
- Your policy will automatically cancel if your monthly premiums aren't paid for 2 consecutive months, either on the payment dates or within the grace periods in those months.
- Your policy and cover will end on the final day of the period for which you last paid your premium.

## Indemnifiable damage

Indemnifiable damage refers to the physical loss of, or damage to, the insured plant and machinery stated on your policy schedule, in circumstances listed under 'What's covered by the king'.

## Insurable interest

You may only insure contracts, plant and machinery in which you have an insurable interest. You only have insurable interest in contracts, plant and machinery if you'll suffer a direct financial loss, if they're diminished, lost or damaged.

## Insured value of your plant and machinery, and average

The insured value stated on your policy schedule is the maximum amount that we'll pay for any of your claims, less the excess amount payable by you, and less any dual and under-insurance, if applicable.

You need to insure your plant and machinery replacement value. This means the amount that it will cost you at the time of the claim to repair, replace or rebuild them.

If you insure plant and machinery for an amount that's less than their replacement value, then we'll pay out your claim proportionately. So, for example, if the value of a specific piece of machinery item is R400,000 and you only insure it for R200,000 (50% of the replacement cost), then you'll only be compensated for 50% of your loss. Remember, it's always better to be over-insured rather than under-insured.



**Please note: Plant and machinery that's insured under 'Plant all risks' is covered for its market value, which is different from its replacement value.**

## **Jurisdiction**

This policy is governed by the laws of South Africa.

## **Keeping it safe**

If you need to use the services of a legally-registered security firm to safeguard your plant and machinery, the employees of this security firm will be considered as employees of your own, even though they aren't directly paid by you. Their employee status will be limited to the duties outlined in the agreement between you and the security firm.

## **Limit of indemnity**

The amount payable, inclusive of any legal costs recoverable from you by a claimant for an incident, will not exceed the insured value that's stated on your policy schedule.

## **Misdescription**

This policy will be void in the event of misrepresentation, misdescription or non-disclosure of any relevant material.

## **No cession**

You may not, under any circumstance, cede, assign, make over or in any way dispose of any of your rights against us relating to this policy.

## **Other party's rights**

Only you, the policyholder, have rights in terms of this policy. Only you may claim on this policy, even if your cover extends to cover another party for their loss or damage. Payment to you will absolve us from any further liability to a third party.

## **Our rights**

After an incident that results in a claim we're entitled to conduct and have control of any proceedings on your behalf that we consider necessary in order to trace, recover or secure reimbursement for an insured item, and you must provide reasonable assistance in this regard, at our expense. You may not abandon any plant or machinery to us, whether we've taken possession of it or not.

## **Period of insurance**

This means the period stated on your policy schedule, commencing on our receipt of the first premium, which is due by you, and any subsequent period for which we've accepted a premium. This policy will be in force for a period of 12 months, if annual, or for the month in which the premium is paid.

## **Policy schedule**

This means the documentation or subsequent endorsements against this policy, issued as evidence of your insurance and thereby entitling you to the benefits, as defined under the various sections of the policy.

## **Premium**

Your premium is the amount that you need to pay in advance, on the agreed payment date, to enjoy the cover you've chosen. The premium can be paid annually, bi-annually, quarterly or monthly.

Your choice, our pleasure.

## **Premium adjustment**

If the premium for any section of this insurance has been calculated on estimated figures you need to, after each period of insurance has expired, supply us with the information that may be needed to recalculate the premium for the period. Any differences will be paid to, or by, you.

## **References to broker/intermediary**

We mean the insurance broking company that acts as your intermediary with us, and that has the right to administer your policy.

## **References to we/us/our**

King Price Insurance Company Limited	(2009/012496/06)
FSP no.	43862
Address	PO Box 284, Menlyn, Pretoria, 0063 Block A, Menlyn Corporate Park, 175 Corobay Avenue, Waterkloof Glen x11, Pretoria, 0181
Phone	0860 21 00 00
Email	engineering@kingprice.co.za
Online	kingprice.co.za

## **References to you/insured**

All references in this policy to you, your or insured mean the policyholder who's stated on your policy schedule.

## **Regulations**

You must comply with all relevant statutory regulations, the Short-term Insurance Act No. 53 of 1998 (as amended), and best practices that may be applicable to your business activities, employees, clients, goods, services and products (manufactured or supplied).

## **Sharing of info**

For the sake of sound insurance practices, it's sometimes expected of us to process your personal information. Your privacy is of the utmost importance to us and that's why we protect it in line with the Protection of Personal Information Act No. 4 of 2013. For more on our privacy protection matters, please refer to our privacy policy.

## **Value added tax**

All limits, insured values, claim amounts, excess amounts, and all other amounts, are inclusive of VAT and we'll include VAT when we settle claims if you're a registered VAT vendor.

## **Your insurance contract**

Your contract with us consists of this policy wording, your policy schedule, general terms and conditions, all written correspondence, and any verbal agreements made. Please make sure that you're familiar with the contents of all of these documents and that the details stated on your schedule are 100% correct.

Remember, incorrect details = incorrect cover.

## **General exclusions... Things NOT covered by the King**



If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.

These general exclusions apply to all aspects of your insurance policy contract. You're not covered for any loss, damage, death, injury or liability that's directly or indirectly caused or contributed to by any of the following...

## **Asbestos**

This policy doesn't cover loss, damage, death, injury, illness or liability of any nature whatsoever, directly or indirectly caused, or in any way contributed to by asbestos in any quantity or form.

## **Communicable disease**

You're not covered for 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 a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions noted on your policy schedule, this exclusion doesn't apply to any covered loss, damage, liability, claim, cost or expense directly caused by, resulting from, or arising out of physical damage to insured property under the original policies and any time lost resulting from physical damage that's directly caused by or arising from 1 or more of the perils otherwise covered under your policy schedule. To avoid doubt, any time element loss described in this paragraph won't be diminished by any other direct or indirect contributing effect of a communicable disease. The presence, or the fear or threat of the presence (whether actual or perceived), of a communicable disease in a property doesn't cause and won't be treated as causing physical damage.

A communicable disease means any disease which can be transmitted through any substance or agent from any organism to another organism where:

- The substance or agent includes, but isn't limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not.
- The method of transmission, whether direct or indirect, includes but isn't limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.
- 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.

### **By 'time element loss' we mean**

Time element loss means business interruption, contingent business interruption or any other consequential losses.

## **Computers**

You're not covered for:

- The loss or destruction of, or damage to, any property whatsoever (including a computer) or any loss or expense resulting or arising from such an incident.
- Any legal liability.
- Any loss that's directly or indirectly caused by, contributed to by, consisting of, or arising from, incapacity or the failure of any computer to:
  - Treat any date as the correct date or true calendar date, correctly or appropriately recognise, manipulate, interpret, process, store, receive, or respond to, any data or information, carry out any command or instruction in connection with any such date, capture, save, retain, or process any information or code, following any command that's programmed into any computer being a command that causes the loss of data or the inability to capture, save, retain, or correctly process, data related to a date.
  - Capture, save, retain, or process, any information or code due to program errors, incorrect entry, or the inadvertent cancellation or corruption of data and/or programs.
  - Capture, save, retain, or process, any data as a result of a computer virus or other corrupting, harmful, or otherwise unauthorised code or instruction, including any Trojan horse, time or logic bomb, worm, or any other destructive or disruptive code, media, program or interference.

### **By 'computer' we mean**

Any computer, data processing equipment, microchip integrated circuit, or similar device, computer or non-computer equipment, software, operating system, hardware, peripherals, and the information or data that's electronically or otherwise stored in or on any of the above, whether your property or not.

## **Contractual liability**

You're not covered for:

- Any loss arising from any breach of contract or agreement.
- Confiscated, forfeited or detained property.
- Property that's been legally detained, forfeited or confiscated.

## **Cyber loss**

You're not covered for any 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, unless specifically insured under the cybersure section.

Subject to all the terms, conditions, limitations, endorsements and exclusions, this policy covers the physical loss or physical damage to property insured under this policy:

- Caused by any ensuing fire or explosion which results directly from a cyber incident, unless the cyber incident is caused by, contributed to by, resulting from, arising out of or in connection with a cyber act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act.
- The cost to repair or replace the data processing media including the costs of copying the data from back-up or from originals of a previous generation.

 **Please note:**

- **These costs won't include research and engineering, or any costs for recreating, gathering or assembling the data.**
- **If such media isn't repaired, replaced or restored, the basis of valuation will be the cost of the blank data processing media.**
- **This policy excludes any amount relating to the value of such data, to you or any other party, even if such data cannot be recreated, gathered or assembled.**
- **If any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.**

For the purpose of this exclusion:

- 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.
- 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.
- Cyber incident means:
  - Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system.
  - 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.
- Computer system means any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, 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, networking equipment or back-up facility, owned or operated by you or any other party.

- Data means information, facts, concepts, code or any other information of any kind that's recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.
- Data processing media means any property insured by this policy on which data can be stored but not the data itself.
- Data won't be considered as insured property for the purpose of this clause.

## **Electricity grid interruption**

Subject to the other terms, conditions, exclusions and provisions noted on your policy schedule, you're not covered for any loss, damage, liability, or costs or expenses that you directly sustain or incur as a result of, arising or originating from, or in connection with any electricity grid interruption or any disruption of water, sewerage or telecommunications services as a consequence of electricity grid interruption.

### **By 'electricity grid interruption' we mean**

Electricity grid interruption means:

- The unplanned failure of any electricity supplier to generate, transmit or distribute electricity supply that affects at least an entire municipal, metropolitan, provincial or national geographical area at once and continues for any period.
- The deliberate failure in an emergency of any electricity supplier to generate, transmit or distribute electricity supply that affects at least an entire municipal, metropolitan, provincial or national geographical area at once and continues for any period to avoid an imminent unplanned failure. This doesn't mean a scheduled supply interruption to avoid an unplanned or deliberate emergency failure.

If we allege that, under this general exclusion, any loss, damage, liability, claim, cost or expense isn't covered, it's your responsibility to prove otherwise.

## **Illegal activities**

You're not covered for any loss or damage caused by the use of the insured property for, or in connection with, any illegal activity and/or the committing of any crime.

## **Nationalisation**

Nationalisation, confiscation, expropriation, commandeering or requisition by any lawfully constituted authority.

## **Nuclear substances**

- Ionising radiation.
- Contamination by radioactivity from any nuclear fuel or waste, or from the combustion (including any self-sustaining process of nuclear fission).
- Nuclear explosions and nuclear weapons.
- Nuclear waste of any kind.

## **Riot, war, political act, terrorism or any such attempted act**

- Civil commotion, any labour action or strike, riot, public disorder or any act calculated to bring about any of these.
- War, invasion, an act of a foreign enemy, warlike operation (whether war be declared or not) or civil war.
- Military uprising or usurped power, martial law, insurrection, rebellion or revolution that determines the proclamation or maintenance of martial law.
- Any act (whether on behalf of any organisation, body, person or group of persons) that's calculated to overthrow or influence any state, government, or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act that's calculated to bring about loss or damage in order to further any political aim or bring about any social or economic change.
- Any act of terrorism including the use, or threat of use, of force or violence by any person or group of persons (whether acting alone or on behalf of another), with the intention of influencing any government or inspiring fear in the public.
- The act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.
- Any loss or damage that's caused directly or indirectly by, through, or as a consequence of, any occurrence for which a fund has been established in terms of the War Damage Insurance Compensation Act No. 85 of 1976.

## **Sanction limitation**

You're not covered if such cover would expose you to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, irrespective of enactment in the jurisdiction where the indemnity or benefit is provided or payment is made.

## **Stolen property**

Any property that was previously stolen and is in your possession illegally, irrespective of whether you knew it was stolen.

## **Transmission and distribution lines**

You're not covered for any loss arising from above-ground transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which carries such installations of any description, for transmission or distribution of electrical power, telephone or telegraph signals and all communication signals whether audio or visual.

You're not covered for equipment except those on/or within 1,500m meters of an insured structure. This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss, and/or other contingent losses related to transmission and distribution lines, other than contingent property damage/business interruption losses (including expenses), arising from loss and/or damage to lines of third parties.



# The stuff you need to do...

## Be honest

Always provide us with true and complete information when you apply for cover, make changes to your policy or submit a claim. We use the information provided by you to determine the cover, conditions of cover and premium due. Incorrect or incomplete information may result in you not having cover and may affect the outcome of your claim. This also applies when anyone else acts on your behalf.

Remember, honesty is the best policy.

## Follow the rules

You must comply with the terms and conditions of this and all other sections of the policy. If you don't, it may affect the outcome of your claim.

## Look after your stuff

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability. This includes:

- Obeying all legal requirements, manufacturers' recommendations and best practices relating to your business, its employees and clients, and the goods and services manufactured or supplied by you.
- Maintaining the insured property or items in a fit and sound condition.

## Pay us

Pay your premiums on time, all the time, by monthly debit order or annual, bi-annual or quarterly payments, as agreed. Pay at the start of each insurance period for which insurance cover is in place.



## Tell us

Inform us immediately of any changes to your circumstances that may influence whether we give or continue to give you cover, or that could affect the conditions of cover or the premium that we charge you.

This includes any changes or incorrect details of any of your information, such as:

- Personal and business information: All of your personal and business details on your policy schedule are very important.
- Address: If your address has changed because you or your business has moved.
- Motor details: Any changes to the ownership of the vehicles, the regular driver, the type of use for the vehicles, or where the vehicles are parked.
- Financial status: Anything we need to know about your financial position or that of any member, partner or director. This specifically relates to defaults, civil judgments, sequestrations, administration orders, debt review, liquidations or business rescue of companies.
- Dishonesty: Tell us about any convictions for offences related to dishonesty, reckless and negligent driving or alcohol-related driving offences by you or any person covered by this policy.
- Changes to the insured structure: Notify us of any alterations, additions or improvements that are made to the building.
- Any other factors that may influence cover.



# Our claims procedure

The king and his advisors are committed to settling all valid claims as quickly as possible, within 31 days. However, it's in the interest of all our policyholders, including you, that we investigate the validity of a claim. For this reason, delays in authorising claims may sometimes happen. Sorry, but not everyone is as honest as you, so we just have to check to make sure. You understand... Right?

## How to claim

First and foremost... If you have an incident and you're covered by the king's engineering insurance, it's vital that you phone the King Price engineering team or your broker as soon as possible after an incident. We'll then handle your claim appropriately.



Please save our details now: 0860 21 00 00 and [engineering@kingprice.co.za](mailto:engineering@kingprice.co.za)

## What to do in the event of a claim

### Tell us

The sooner you notify us, the quicker we can help you.

Please take note of these important time limits:

- Report your claim, or any incident that may lead to a claim, to us as soon as possible.
- This includes incidents for which you don't want to claim right away, but which may result in a claim in the future.
- Give us all documentation relating to your claim as soon as possible.
- If you dispute the outcome of a claim, you have 90 days, in terms of the Policyholder Protection Rules, from the day you're first informed of the outcome, to notify us of the objection.
- Immediately thereafter you have 6 months within which to serve summons on us. If this isn't done within these 6 months, your right to challenge this decision is forfeited.
- After a claim settlement, you need to comply with all reasonable instructions and requests when assistance is needed in the identification and physical recovery of the property. If you fail to do so, you will immediately become liable to repay all amounts paid out to you in respect of the claim.

## **Tell the police**

- If you've been involved in a vehicle accident, you must report it to the police within 24 hours, even if there's no damage to your vehicle.
- If you've suffered a theft, hi-jacking, burglary, property loss or any crime-related incident, you must tell the police of this as soon as possible, but no later than 24 hours after becoming aware of the incident.

## **Keep your promise**

You need to please give us:

- All information and documentation that we request, within the timeframe we set.
- True and complete information when reporting a claim to us and the authorities.

We act on the information you provide. Therefore, any information which is misleading, incorrect or false will prejudice the processing of your claim.

## **Keep your receipts safe**

You need to please:

- Prove ownership and value of any item that you're claiming for.
- Make damaged items that you're claiming for available for inspection, in order for us to verify the full extent and nature of the damage.

## **Do the paperwork**

You need to provide us with a copy of:

- The police report.
- The police case number.
- Your statement to the police.
- Details of the police station and attending officer.
- A detailed list of all items that have been lost, stolen or damaged.
- Any other relevant documentation that's needed to validate your claim.
- Details of any third party involved in the incident, if applicable.

## **Check and let us know**

If there's any other insurance policy which covers the same insured incident,

## **Keep us updated**

You need to tell us immediately if:

- You become aware of any possible prosecution, legal proceedings or claim that could be lodged against you, as a result of an incident for which you've already claimed.
- Any other relevant or new information has, in the meantime, come to light regarding an insured incident that you've claimed for, even if this information only surfaces after you've submitted the claim, or if the claim has already been finalised.

## **Wait for us to help you**

Never permit any replacement or repairs that haven't yet been authorised by us. Get our written approval first before disposing of any damaged property, or repairing or replacing any losses you may have suffered. Failure to do so may lead to your claim being rejected.

## **Help us to help you**

- Assist us, where possible, in any recovery action against any third party that's responsible for the loss or damage. We'll reimburse you for any reasonable extra expenses that are incurred for this purpose.
- Comply with our instructions and requests, as and when we need your assistance.

## **Settlement options**

We have the choice of settling your claim in any of the following ways:

- Making a cash pay-out to you.
- Repairing the damaged item at a repairer of our choice.
- Replacing the item at a supplier of our choice.
- A combination of any of the above.

The maximum amount we'll pay you is the amount that's stated on your policy schedule.



**Please note: Where any item that's claimed for is financed, we'll pay the finance institution before paying over any balance of the insured amount to you.**

## **Get it done**

Any repairs or replacements must be completed within 6 months of your claim being settled.

## **Date of loss**

The term 'date of loss' refers to the date on which the incident giving rise to a claim or loss occurred.

## **Incident**

Any series of events arising from a single cause.

## **Only 1 section applies**

You can only claim for the same liability, or loss or damage for the same incident, from 1 section of the policy.

## **Claim costs**

The assessments that need to be done for any claims under your policy will be paid for by us. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be handled with due discretion.

## **Honesty is always the best policy**

If you, or anyone acting on your behalf, submits a claim, or any information or documentation relating to any claim that's in any way fraudulent, dishonest or inflated, we'll reject that entire claim and cancel your policy retrospectively, from the date on which the incident has been reported, or from the actual incident date, whichever date is the earlier. If your claim is rejected due to fraud or dishonesty, you'll need to pay us back for any expenses that we may have incurred relating to the claim.

## **Let the king protect you**

When you submit a claim, we may act on your behalf or obligations against other people, to recover costs or defend any claim that they may have against you. If we manage to also recover the excess amount that you've already paid, then we'll refund it to you. Relax, we have your back.

## **Let us take care of the difficult part**

Never admit guilt or offer a settlement to any other party involved in an incident in which you're involved. We won't be bound by any such admission or offer that you make.

# Advance loss of profit



## In a nutshell...

Advance loss of profit covers you if your anticipated gross profit is negatively affected by insured incidents.

## What do we mean by

**Wherever these terms appear in this policy document, this is what they mean.**

### Anticipated gross profit

This means the estimated gross profit you would have earned during the insured period had an insured incident not occurred. This includes profit that's derived from business being rendered at premises other than the insured contract site.

### Commercial operation

This is the date that the prospective owners take occupation of the insured contract site, following the provisional date of occupation.

### Insured risk

Insured risk refers to the physical loss of, or damage to, the insured items stated on your policy schedule, in circumstances listed under 'What's covered by the king'.

### Indemnity period and time exclusion

This is the time period that starts on the date that your commercial operation is affected by an insured risk, and ends no later than 9 months thereafter, and during which your anticipated gross profit is negatively affected.



**Please note: You're not covered for any losses that arise during the first 28 days following the anticipated start date of your commercial operation.**

## **Standard gross profit**

This means the estimated gross profit that you would have earned during the insured period had insured loss or damage not occurred. This includes profit that's derived from business being rendered at premises other than the insured contract site.

## **What's covered by the king**

### **Insured risks**

You're covered if the anticipated gross profit of the insured contract is negatively affected by loss or damage that's caused by insured risks that are covered, and claimed for, under King Price contact works insurance.

## **What's NOT covered by the king**

### **Delays**

You're not covered for any delay of, or interference with, your business that's not solely due to loss or damage insured under contract works, or that's caused by:

- The loss of, or damage to, any contractor's plant or equipment.
- Funds that aren't available to repair or replace destroyed or damaged items.
- Any restrictions on reconstruction or operation that are imposed by a public authority.

## **Our T's and C's**

### **Abandoning the claim**

If we disclaim liability for any claim and you don't institute proceedings for a legal action or suit within 12 months of the disclaimer, we'll assume that you've abandoned the claim and won't be liable for any payment related to the claim.

### **Accounting**

Any participants or details contained in your books of account, business books, or documents, described above, may be produced by professional accountants if they're regularly acting as such for you, and their report will be *prima facie* evidence of the particulars and details to which they relate.

### **Account payments**

You're covered for account payments in the event of an insured loss, if they're stated as such on your policy schedule.

## **Arbitration**

If any dispute arises around an amount being claimed for, the matter may be referred to arbitration, which must be appointed in accordance with statutory provisions. Arbitration must take place before any legal action can be taken against us with regards recovering a disputed amount.

## **Claims**

In the event of an insured incident that leads to, or may lead to, a claim, you must let us know as soon as possible. You must also take, agree to, and allow, all reasonable measures to minimise, or halt, any interruption of, or interference to, your business, and to avoid or reduce further damage.

In the event of a claim you must, as soon as possible and in writing, send us the claim details as well as the details of any other insurer also covering the insured incident, or any part of it, or any loss resulting from it.

### **By ‘claim details’ we mean**

Books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanations and other evidence as may be reasonably required by us, or on our behalf, in order to investigate or verify the claim, together with a declaration of truth relating to the claim and any matters connected to it.



**Please note: No claim will be paid unless these terms have been complied with. In the event of non-compliance, any claim-related payment already made by us must be paid back immediately.**

## **Departments**

If your business is structured into departments for which independent trading results can be determined, the departments aren't covered for delays to, or interference with, the insured contract that's directly or indirectly due to the loss of, or damage to, any contractor's plant or equipment, or to funds that aren't available to repair or replace destroyed or damaged items.

If, under these circumstances, the sum insured for an item is less than the aggregate of the anticipated gross profit for each department to its relative anticipated gross profit, the amount payable by us will be proportionately reduced, regardless of whether each department is affected by the loss or damage.

## **Failure of utilities**

You're covered for delays to your project that result from the interruption of, or interference with, your business due to the accidental failure of the public supply of water, gas or electricity to the site, except where loss or damage arises from:

- Loadshedding, or the deliberate withholding or restricting of these services by the supplying authority.
- A shortage of fuel or water.
- Drought.
- Water pollution.
- Any interruption or interference that lasts for less than 48 hours.



### **Please note:**

**You're not covered for loss or damage that's directly or indirectly caused by:**

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## **Fraud**

If a claim, or any part of a claim, made by you, or on your behalf, is fraudulent in any way, and you or your management have any knowledge of this fraud, we aren't liable for the fraudulent part of the claim.

## **Gross profit**

If, during the period of indemnity, work related to the insured contract is done at premises other than the insured contract site, either by you or by others on your behalf, the gross profit derived from such work will be calculated into the gross profit amount that's covered under advance loss of profits.

## **Misrepresentation**

In the event of any misrepresentation, misdescription or non-disclosure of any relevant detail, or if your interest ceases, this insurance may be cancelled by us.

## **Other insurers**

If, at the time of an insured incident, you have other insurance covering the same loss or damage, our liability will be limited to a rateable proportion of the amount being claimed.

## Other parties

You must do, agree to, and allow, anything that's reasonably required by us to enforce any rights and remedies, or obtain relief or indemnity from other parties, to which we may be entitled as a result of their liability for your loss or damage, no matter when this is required.

## Other premises

You're covered for the loss of, or damage to, any insured item, if this is caused by fire, lightning, explosion, storm, wind, water, hail, snow, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquakes, landslip, aircraft and other aerial devices and articles dropped therefrom, impact by animals and vehicles, and accidental damage, while these items are at a manufacturer or supplier's premises.



### Please note:

**You're not covered for loss or damage that's directly or indirectly caused by:**

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## Prevention of access

You're covered for delays to your project that result from the interruption of, or interference with, your business at the contract site due to:

- The destruction of, or damage to, property in the vicinity of the contract site, which prevents or hinders the use of the contract site, or access to the site, regardless of whether or not your insured contract site would be damaged as a result.
- Action by the police, or any other authority, following danger or disturbance in the vicinity of the insured contract site.

## Value added tax

All limits, insured values, claim amounts, excess amounts, and all other amounts, are inclusive of VAT and we'll include VAT when we settle claims if you're a registered VAT vendor.



# Contract works



## In a nutshell...

This covers you for your contract sites, within the territorial limits, where work in terms of the insured contract/s is done, together with the surrounding area that's needed for you to do this work. You're covered for you and your company, your principal or employer, your contractors and their sub-contractors, and all the suppliers, manufacturers and other people and companies that are contracted to work on the site, for loss, damage and liability that arises from this work.

## What do we mean by

**Wherever these terms appear in this policy document, this is what they mean.**

### Contract completion

The insured contract is complete after successful testing and commissioning (there's a time limit of 31 days for this, but they don't have to be consecutive days) and your employer has issued a certificate of completion or started using the contracted works.

If part/s of the works are commissioned by your employer, or you're issued a conditional handover certificate, you're no longer covered for these parts or the items listed on the certificate, except for loss or damage that:

- Happens during the 'maintenance' or 'defects liability' period (as described in your contract, and limited to 12 months, unless agreed otherwise), relates to the permanent works, and is the result of something that happened prior to the start of this period.
- Arises from any act or omission of yours, or your employees, agents, suppliers or sub-contractors.

### Contract site

Any site/s within the territorial limits where work in terms of the insured contract/s is undertaken, together with as much of the surrounding area as is necessary for this work to be done.

## **Insured property**

You're covered for permanent works, temporary works, and all the materials and other items intended for incorporation into the permanent or temporary works, which belong to you, for which you're responsible, which you're required to insure, or which pertain to the insured contract.

For this purpose, temporary works include any construction aids, equipment, structures, property and works that are used for, or intended for use on, the insured contract, provided that they're included in the estimated contract value, but excluding:

- Property that forms part of the permanent works.
- Self-propelled, wheeled or tracked plant, tools and equipment.
- Property that won't have a residual value (other than scrap value) on contract completion.
- Property that's removed from the site and intended for re-use on another contract on contract completion.

## **Our liability**

Our liability following any incident or series of incidents arising from 1 cause that results in a claim under this insurance won't exceed the estimated contract price or the limits that are stated on your policy schedule. Contracts that exceed the contract limit stated on your policy schedule aren't covered under this insurance and should be insured separately.



**Please note: This insurance won't be reduced by the amount of any claim that's paid, or is payable, by us, provided that you pay any additional premium we deem necessary.**

## **Surrounding property**

You're covered for property (other than contract works, construction plant and equipment that are used for, or intended for use on, the insured contract) that you're working on for the purpose of the contract and that's, contractually or otherwise, your responsibility, or in your care, custody or control, provided that this isn't covered under any other insurance for your benefit.



**Please note: The limit per incident or series of incidents is R250,000, unless stated otherwise on your policy schedule.**

## **Territorial limits**

You're covered in South Africa and, to the extent permitted by the relevant insurance acts, in Namibia, Lesotho, Swaziland (Eswatini), Botswana, Mozambique and Malawi.

## **The indemnity**

This insurance covers the accidental physical loss of, or damage to, insured property, within the territorial limits.

## **The insured**

This means you. To the extent required by the insured contract, the insured includes your principal or employer, your contractors and their sub-contractors, and other suppliers, manufacturers, lessors, hirers and any other companies, persons or parties that work on the insured contract site, but only to the extent of any loss, damage or liability that arises at your insured site as a consequence of them fulfilling their contractual obligations.

## **Choice of cover**

### **Your choice, our pleasure**

**Under this section you can cover the following property belonging to you, or for which you're responsible:**

- A. Material damage**
- B. Public liability for contract works**

### **A. Material damage**

## **What's covered by the king**

### **Additional costs for insured incidents**

You're covered for:

- Hoarding, shoring and propping to prevent further damage.
- Covering and protecting property from further damage.
- Extinguishing and fighting fires.
- Recovery.
- Demolishing and removal of property.
- Disposal of wreckage, debris, water and other matter.
- Restoring the contract site and normal working conditions.
- Regaining access to the contract site or works.
- Complying with the requirements of the insured contract and statutory bodies.

- Professional fees.
- Moving property to suitable premises for repair.
- Delivering repaired or replacement property to the contract site.
- Supervision and overhead charges.



**Please note: You're not covered for extra charges for airfreight express delivery, overtime, Sunday, and public holiday rates, that exceed 50% of the cost that would normally have been incurred. This cover is limited to R250,000 per incident, unless stated otherwise on your policy schedule.**

## **Additional costs when there's no damage to works**

You're covered for all costs that are necessarily or reasonably incurred by you after an insured incident, with respect to:

- Removing debris, detritus and water.
- Providing, erecting and maintaining any hoarding that's required during demolition, site clearing or reconstruction, or to protect the insured property against further loss or damage.
- Regaining access to the works, or restoring working conditions.

Such insured incident must have occurred within the territorial limits, and must not be excluded by the exceptions, and it's not a condition that physical loss of, or damage to, insured property occurs.



**Please note: This extension only applies at the contract site/s and the area/s immediately adjacent, and is limited to R250,000 per incident unless stated otherwise stated on your policy schedule.**

## **Claims preparation costs**

You're covered for costs and expenses that you incur to produce or certify any particulars or details that are required by us in order for us to investigate or substantiate the amount of any claim under this insurance. Our liability in respect of any claim won't exceed R50,000, unless stated otherwise on your policy schedule.

## **Contract variances**

You're covered for escalations, re-valuations and devaluations to the insured contract's price that occur during the period of insurance, and during any period of repair, up to an amount not exceeding 30% of the original contract price.

## **Loading, storage and usage**

You're covered for dismantling, loading, transporting, unloading, storing and using the insured items at the contract site, until the entire risk is transferred to your employer at contract completion.

## **Open trenches**

You're covered for loss, damage and liability due to pipes, trenches and shafts that flood or silt, up to 1,000m of open trench, whether partially or completely excavated, per incident, provided that the pipes were pressure-tested immediately after being laid, and secured by backfilling and compacting to prevent displacement due to flooding.

## **Roadworks**

You're covered for road under construction, either with an unprimed base course layer or with layer works other than base course, up to 1,000m, unless stated otherwise on your policy schedule. You're not covered for damage to road under construction that's caused, or aggravated, by traffic.



## **B. Public liability for contract works**

### **What's covered by the king**

#### **People, property and legal costs**

You're covered for the accidental loss of, or damage to, property that belongs to a third party, and the accidental death of, or injury to, other people, as a result of your insured contract/s, as well as the related legal costs and expenses.

## **A. Material damage and B. Public liability for contract works**

### **What's NOT covered by the king**

#### **Abandonment**

You're not covered for loss or damage that's due to total cessation of work or abandonment of the insured contract site for more than 90 consecutive days.

You're also not covered for the loss of, or damage to, materials, whether malicious or not, that have been abandoned for any period of time, unless reasonable precautions are in place during the time that the material is unattended, like security guards, patrols and regular inspections.

#### **Annual policies**

You're not covered for loss or damage connected with:

- The underground workings of collieries or mines.
- Foul berthing.
- Stevedoring work at docks, harbours, piers, wharfs, jetties or water-breaks.
- Harbour or dock-side services.
- Reservoirs, dams, weirs, canals, water channels, bridges or structures near viaducts that are over water channels.
- Shafting or tunneling-shaft equipping.
- Thatch risks.
- Any other works where a major water or structural subsidence, landslip or geological hazard is known to exist.
- Contracts with an initial period of more than 36 months.

#### **Consequential loss**

You're not covered for consequential loss of any kind, except if specified elsewhere in this insurance.

## Court-awarded damages

You're not covered in respect of liability for punitive, exemplary or vindictive damages, fines or penalties that are awarded in any court.

You're not covered for compensation for damages in respect of judgments that are delivered in the first instance otherwise than by a court of competent jurisdiction within the area that on 1 January 1976 constituted South Africa, Namibia, Botswana, Lesotho, Swaziland (Eswatini), Mozambique or Malawi.



**Please note:** This includes costs and expenses for litigation that are recovered from you by any claimant, which aren't incurred in, and recoverable, in these areas.

## Contracts and agreements

You're not covered for risk that you've agreed to if it wouldn't normally be covered under the terms and conditions of this public liability insurance.

This exception doesn't apply to:

- The conditions of any contract or sub-contract.
- Any other agreement that's been advised to, and accepted in writing, by you and us.

## Excess

You're not covered for the amount that's stated on your policy schedule as your excess.

## Explosion or breakdown

You're not covered for the loss or destruction of, or damage to, any plant machinery or equipment that's caused by that machinery or equipment exploding or breaking down, whether mechanical or electrical.

## Faulty insured property

You're not covered for the cost of doing, redoing, or making good, faulty materials, workmanship, plans, designs or specifications of your insured property.

## **Legal liability**

You're not covered for legal liability:

- That arises from, or in connection with, your ownership, possession, or use, of any mechanically propelled vehicle or trailer, or any such use on your behalf. This exception doesn't apply to mechanical plant while it's being used as a tool of trade while loading or unloading such vehicle or trailer.
- That arises from, through, or in connection with, your ownership, or use, of any aircraft or watercraft, or any such use on your behalf.
- For damages or penalties for delay or detention, or in connection with, guarantees of performance or efficiency.
- For any part of the insured property that's designed by you, or for any error or omission in any specification that's drawn by you.
- That arises from, or is connected to, any professional advice, or remedial or other treatment (other than first aid), that's given by you or by anyone acting on your behalf.
- That's caused by, or in connection with, the intentional removal or weakening of, or interference with, the support of any land structures, buildings, or other property. This exception doesn't apply to liability that caused by shock or vibration, or negligence on the part of contractors.

## **Laws and regulations**

You're not covered if you, or your authorised agent or representative, don't adhere to the recognised rules of engineering and all legislation and regulations issued by authorities.

## **Legal orders**

You're not covered for loss or damage that's caused by, through, or as a consequence of, an order of any lawfully-constituted authority.

## **Loss of, or damage to, property**

You're not covered for items that you own, or are in your care, custody and control, that are, or should be, insured under 'Plant all risks'.

The exceptions are:

- Premises and structures (and their contents), and fixed plant and machinery, that you're temporarily occupying or using for the purpose of the insured contract.
- Property that's not hired by, or not on loan to, you but for which you've agreed to provide storage facilities.
- The clothing and personal effects of your directors, employees and visitors.
- Vehicles (and their contents) that are under your care, custody or control, for parking.

## **Marine or air transport**

You're not covered during marine or air transport, or while your property is in storage thereafter, unless the property is checked for damage and found to be in good order before onward shipment or storage. If the loss or damage to this property is discovered after applicable marine cover has ended, and it isn't possible to determine when the loss or damage happened, then we will pay 50% of the properly adjusted claim.

## **Occupational injury and illness**

You're not covered for:

- Injury to, or the illness of, employees and apprentices, if caused during the course of their employment with you.
- Amounts payable under legislation relating to occupational injury and illness.

## **Pollution**

You're not covered for liability in respect of death or injury, or damage to or loss of use of property, that's directly or indirectly caused by seepage, pollution or contamination, except where it's caused by a sudden, unexpected incident.

You're not covered for the cost of removing, nullifying, or cleaning up, seepage, pollution or contamination, except where it's caused by a sudden, unexpected incident.

## **Refractory linings**

You're not covered for refractory linings after the first application of heat.

## **Repairs**

You're not covered for the loss of, damage to, or the costs necessary to replace, repair or rectify:

- Insured property, or any part thereof, that's defective due to its design, specification, materials or workmanship.
- Insured property that's lost or damaged while replacing, repairing or rectifying any property described above.
- Any re-design, improvement or alteration that's made to defective property while it's being repaired.



**Please note: You're covered for the loss of, or damage to, property if this arises from other defective property. Insured property won't be regarded as lost or damaged solely by virtue of the existence of a defect in its design, plan, specification, materials or workmanship, or in any part thereof.**

## **Underground cables, pipes and sewers**

You're not covered for liability in respect of damages arising from the accidental loss of, or damage to, existing underground cables, pipes or sewers, unless the exact location, position, function and importance of such cables, pipes or sewers is established by you and provided to us in writing, under the hand of the relevant authority, body, owner or person, before works begin.

## **Unnoticed loss**

You're not covered for the loss of any insured property by disappearance, shortage or theft, that's discovered when taking inventory or stocktaking.

## **Water leaks**

You're not covered for continuous dewatering to maintain working conditions due to expected water inflow from naturally-occurring underground sources.

## **Wear and tear**

You're not covered for loss or damage due to normal wasting, wearing away or out, gradual deterioration, or lack of maintenance, of insured property, except where this causes loss or damage to other insured property.

## **Grid interruption**

You're not covered for loss or damage that's directly or indirectly caused by:

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## **Our T's and C's**

### **Cancellation: Annual policies only**

This insurance, or any portion thereof, can be cancelled by us or by you, by giving 31 days' notice in writing. However, if you don't pay your premium we may cancel this policy from the date that the premium was due to have been paid. We may re-debit you in the following month and, if the outstanding premium still isn't paid, we'll cancel this policy from the date that the first unpaid premium was due.

## **Cross liabilities**

Where the insured comprises more than 1 person this public liability insurance applies to each insured person separately and as if a separate policy had been issued to each such insured person.

## **Excess**

The excess amounts stated on your policy schedule are applicable in respect of every claim arising from an incident or series of incidents arising from, or in connection with, any 1 cause, on your insured contract site, unless agreed otherwise.

 **Please note:** With respect to an incident where 1 or more excess amounts could reasonably be applied, then only the largest amount will be applied.

## **Joint insured**

Provided that all persons and parties described here observe, fulfil, and be subject to, the terms and conditions, this refers to:

- Any person or body, including any owner of plant or other property that's hired by, or is on loan to, you, that we enter into agreement with for the purpose of the insured contract, but only to the extent that this is a requirement of such agreement.
- Any officer or employee of yours who's being claimed against, in respect of liability that we would cover you for if the claim was made against you.
- Your personal representatives, and any person or party that's treated as you, in respect of liability incurred by you or them.

## **Non-contribution: Annual policies only**

This policy can't be called into contribution and will only pay claims to the extent that liability, loss or damage isn't covered by a more specific insurance that you've taken out on the insured contract.

## **Premium adjustment**

Where your premium is based on estimates of contract values or contractual turnover, you must declare the final contract value on completion of the contract or declare the total contractual turnover achieved during the period of insurance. We'll then adjust your premium and the difference must be paid out by us, or paid in by you. In cases where we must pay out the difference, this amount is limited to 40% of the provisional premium.

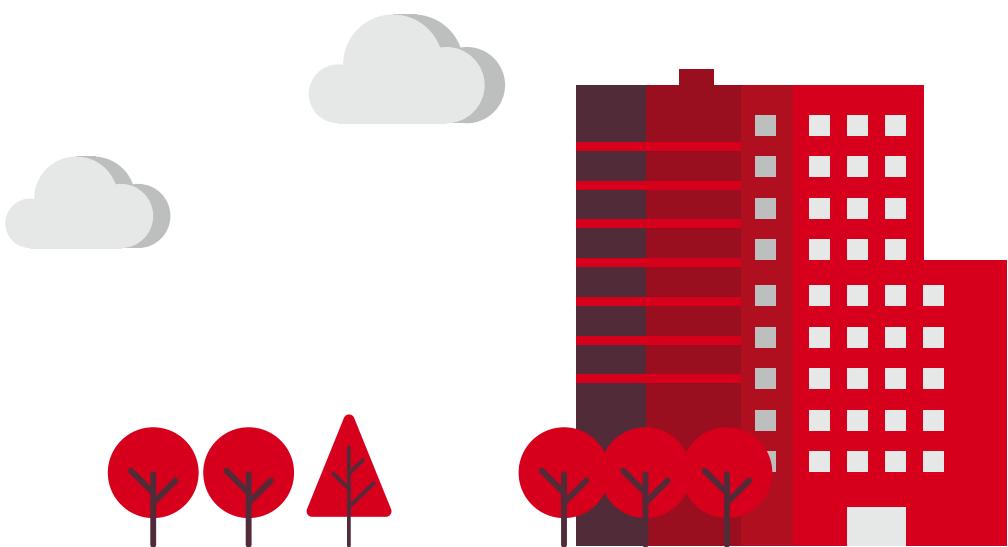
For this purpose:

- The final contract value is the total amount of works certified as executed, plus the value of any free issue materials that were supplied.
- The total contractual turnover is the total value of the work undertaken by you, plus the value of any free issue materials that were supplied.

## **Thatch roofing**

You're only covered for the loss of, or damage to, thatch roofing, if:

- The thatch-work is noted on your policy schedule.
- The thatching grass is stored at a safe distance from the construction work and adequately protected against the elements.
- A 5m firebreak is cleared around the construction site and, specifically, around the area where the thatching grass is stored.
- Portable firefighting equipment, and a fire hydrant with adequate pressure, are provided on site and the construction staff are trained to use them.



# Electronic equipment



## In a nutshell...

This insurance covers you for the accidental loss of, or damage to, the electronic equipment that's stated on your policy schedule. You can also choose to add cover for increased cost of working and re-instatement of data due to consequential loss.

## What's covered by the King

### Material damage

You're covered for the loss of, or damage to, electronic equipment that belongs to, or is leased by, you and that's stated on your policy schedule, due to any cause that's not excluded, while it's on your insured premises, at any other short term or temporary premises, or in transit.

### Partial loss

You're covered for damage to the insured property, limited to the costs and expenses reasonably and necessarily incurred to restore the property to its working condition immediately before the damage, including the costs for dismantling and re-erection, as well as ordinary freight and customs dues, provided that:

- The value of parts that can be used in any way will be deducted.
- We're not liable for the cost of any alteration, addition, improvement or overhaul that's carried out at the time of repair.
- We'll cover the cost of temporary repairs that you carry out in the interest of safety or to minimise further loss of, or damage to, the insured property, whether pre-approved by us or not. However, if such temporary repairs aggravate the loss or cause additional loss of, or damage to, the insured property, any additional costs incurred or consequences arising therefrom will be for your account.
- If the damage is restricted to a part, or parts, of an insured item, we're only liable for the value of such part or parts that are lost or damaged, limited to the sum insured that's stated on your policy schedule.

## Total loss

You're covered for the cost of re-instating the insured property to its as-new condition, provided that:

- 'Re-instatement' means the replacement of insured property after it's lost, destroyed or damaged beyond repair, with new property of equal performance and/or capacity. If such replacement is impossible, then we'll replace the insured property with new property that's nearest to (but higher than) the performance and/or capacity of the destroyed property. Costs for ordinary freight, erection, dues and customs duties, and removal of the destroyed property, if applicable, are included, and the value of any salvage will be deducted.
- Re-instatement will be carried out without delay and in the most economical manner.
- If insured property is damaged or lost in part only, our liability is limited to the cost of total re-instatement.
- We're not liable for any payment until re-instatement has been carried out. If you choose not to re-instate the insured property and this leads to additional costs, you're not covered for those costs. Our liability is limited to the cost of re-instatement.

## Optional cover

### Cover more. Pay a little more

You may choose to add the following options to your basic 'Electronic equipment' cover. If so, they'll only be covered if they're separately noted on your policy schedule and an additional premium is paid.



**Please note: Cover for consequential loss is dependent on there first being a valid claim for cover under 'Material damage'.**

### Consequential loss: Increased cost of working

**By 'consequential loss: Increased cost of working' we mean**

Interruptions to, or interference with, your business at the insured premises, as well as your access to insured equipment being denied, following an incident that's insured under 'Material damage'.

**By 'cover period' we mean**

The number of days in which the results of your business are affected by insured loss or damage, starting after the time excess that's stated on your policy schedule has passed. Losses incurred during the time excess are for your account. If we pay out a claim that includes an amount for losses incurred during the time excess, you'll have to refund this amount to us.

## **Increased cost of working**

You're covered for all costs and expenses necessarily and reasonably incurred by you during the cover period to prevent or minimise the interruption of, or interference with, your business as a result of incidents covered under 'Material damage'.



**Please note: You're not covered under 'Consequential loss: Increased cost of working' for property that's covered under 'Material damage' and 'Consequential loss: Re-instatement of data'.**

## **Consequential loss: Re-instatement of data**

**By 'consequential loss: Re-instatement of data' we mean**

The cost of re-instating data onto data-carrying media, provided that the loss of data is directly caused by an incident that's insured under 'Material damage'.

## **Re-instatement of data**

You're covered for all costs and expenses necessarily and reasonably incurred by you after an incident that's covered under 'Material damage' to re-instate data, including the cost for the time that's needed to re-install and reconfigure operating systems, re-install insured software and render it operational, and to re-enter lost data.

You're not covered for the cost of software packages, whether specially-written, or loss of data due to system operations, including programming error, incorrect entry, the effects of magnetism, and erasure, destruction and corruption of data.



**Please note: You must back up data records at least every 7 days and keep duplicate records off the insured premises.**

## **What's NOT covered by the king**

You're not covered for:

- Derangement unless it's accompanied by damage that's covered under 'Material damage'.
- The excess amount/s applicable to each incident giving rise to a claim, as stated on your policy schedule. Each insured item will have its own excess amount and, if more than 1 insured item suffers physical loss or damage in any 1 incident, the excess we'll apply will be the highest single excess amount. If the claim is due to fire or theft, your excess will be the highest single excess amount (if more than 1 item is being claimed for) or 10% of the total claim cost, whichever amount is higher.

- Wastage of material or the like, gradual deterioration, or the wearing away or out of any part of the insured property, that's caused by or naturally results from the property's ordinary usage or working, or the scratching of painted or polished surfaces.
- Exchangeable or expendable parts, including but not limited to bulbs, valves, tubes and contacts. If such parts are damaged as a result of loss or damage that's covered under 'Material damage', we'll cover the residual value of these exchangeable parts before their loss or damage.
- The cost of reproducing data whether recorded on cards, tapes, disks or otherwise, unless specifically covered under this insurance.
- Loss of use of the insured property or other consequential loss, damage or liability, other than losses that are specifically covered under this insurance.

## Fines and damages

You're not covered for fines, penalties or damages for breach of contract, or late or non-completion of orders.

## Loss of profit

You're not covered for loss of profit or consequential loss of any kind, unless stated otherwise.

## Loss or damage

You're not covered for the loss of, or damage to, insured property:

- That's covered in terms of a maintenance or leasing agreement.
- Arising from faults or defects that were known to you or your responsible employees when this policy was signed or while this policy was active, and which you or they didn't tell us about. You're also not covered for consequential loss or damage arising from such faults or defects.

## Theft

You're not covered for loss by theft or disappearance:

- From the insured premises or any other temporary premises, unless:
  - Due to fraudulent means or impersonation.
  - Accompanied by visible, forced and violent entry to or exit.
  - A skeleton key or other similar device is used to gain access, and you can prove this to our satisfaction. You're not covered if a duplicate key is used.



**Please note: This exclusion doesn't apply to laptops, notebooks, palmtops or any other portable electronic equipment.**

- From a vehicle, while in transit and in your custody or control or that of an employee, unless:
  - The property is out of sight in a closed compartment within the vehicle.
  - The theft happens while the unattended vehicle is closed and locked.
  - The theft happens at night and the vehicle is in a secure environment.
  - Following the hi-jack or breakdown of the vehicle or if, in circumstances out of his control, the driver leaves the vehicle unprotected out of necessity.



**Please note: Where applicable, access to the insured property must be by visible forced and violent means.**

## **Virus and Trojan**

You're not covered for loss or damage that arises directly or indirectly from the action of any computer virus, Trojan, worm or other similar disruptive media.

## **Our T's and C's**

### **Failure**

You're covered for loss arising from the accidental failure of the:

- Telkom land access lines.
- Public supply of electricity at the terminal ends of the supply authority's service feeders at the insured premises.

Provided that:

- This cover is noted on your policy schedule.
- Our liability is limited to the sum insured that's noted on your policy schedule.
- This cover will start 24 hours after the failure and end not more than 14 days later.
- You're not covered for loss due to a deliberate act by Telkom or the exercise by Telkom of its power to withhold or restrict access to its lines.
- You're not covered for loss due to:
  - A deliberate act by any electrical supply authority or the exercise by such authority of its power to restrict supply.
  - Drought, or the shortage of fuel at any power station.



**Please note:**

**You're not covered for loss or damage that's directly or indirectly caused by:**

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## **Incompatibility**

If the replacement of insured property that's covered under 'Material damage' results in undamaged insured electronic equipment becoming incompatible, you're covered for the lesser of the following costs to achieve compatibility:

- Modification of the undamaged equipment.
- Replacement of the undamaged equipment and the restoration of data or software on such equipment.

Provided that:

- This cover is stated on your policy schedule.
- For any 1 incident, our liability is limited to 20% of the sums insured for 'Material damage', 'Consequential loss: Increased cost of working' and 'Consequential loss: Re-instatement of data' in the aggregate, or R25,000, whichever is less, unless stated otherwise.

## **Laptops and software**

Laptops, palmtops and other portable devices, as well as dongles and licensed software must be specified on your policy schedule. Our cover for specified electronic equipment is worldwide.

## **Prevention of access**

You're covered for loss that's caused by you being prevented access to your insured property at the insured premises because of damage to premises near, or adjacent, to yours, due to fire, lightning, explosion, storm, tempest, flood, earthquake or impact by vehicles.

Provided that:

- You don't have such cover under any other insurance.
- If you have other insurance, we're not liable to contribute a portion.

## **Re-instatement**

You're covered for business interruption due to insured loss or damage. You're not covered for aggravation of interruption that's caused by:

- Your unwillingness to replace or re-instate property that's destroyed or damaged, or your failure to carry out such replacement or re-instatement, within a reasonable time.
- Additions, alterations or improvements being effected to the insured property while it's being repaired.

## **Security and warranties**

You're covered for security requirements and warranties imposed by any other insurance that we offer, and which relate to risk in respect of any premises containing insured property.

## **Tenants**

You're covered for incidents caused by the actions or negligence of tenants at insured premises that you own, and for incidents caused by the actions or negligence of other tenants or the owner at premises where you're a tenant, provided that you let us know as soon as you learn of such actions or negligence and you agree to pay such additional premium as we request.

## **Transit**

Our liability for loss or damage caused while insured property is in transit, is limited to R100,000, unless stated otherwise on your policy schedule.



# Plant all risks



## In a nutshell...

Plant all risks insurance covers you for the loss of, and damage to, plant and equipment, whether you own it or it's hired-in.

Public liability for plant all risks covers losses and damages caused by your insured plant all risks items, whether you own them, or whether they're hired-in or -out.

Road risk liability for plant all risks covers you for any accident that's caused by, through, or in connection with, the vehicles stated on your policy schedule.

## What do we mean by

**Wherever these terms appear in this policy document, this is what they mean.**

### Agreed value

The value of the insured property, as agreed on by you and us, provided that this value is never less than the market value or more than 20% of the market value.

### Arbitration

If any dispute arises around an amount being claimed for, the matter may be referred to arbitration, which must be appointed in accordance with statutory provisions. Arbitration must take place before any legal action can be taken against us with regards to recovering a disputed amount.

### Automatic additions

This policy is extended to provide indemnity at your premises or site for additional items of a similar nature to those stated on your policy schedule, provided that:

- Successful installation, commissioning and generally accepted operating standards have been achieved.
- The total sum insured for these additional items doesn't exceed 15% of the total sum insured on your policy schedule.
- You advise us of such items within 31 days of the purchase or change.
- You agree to pay the amended premium, effective from the date of the purchase or change.

## Average

Except where stated as 'first loss' or 'agreed' value, the sum insured that's stated on your policy schedule for each insured item must be the installed market value. If an insured item's value is higher than this sum insured then you're liable for the difference in the event of a claim.

## Basis of settlement

When we pay a claim for 'partial loss or damage' or 'total loss' our liability is limited to the agreed, market, or new replacement, value. You must choose which value you want to be covered for and your choice will be stated on your policy schedule. The basis of settlement value that you choose determines how your settlement amount will be calculated.

## Cancellation

Either party may cancel this policy, or any portion thereof, by giving 31 days' notice in writing to the other party.

## Change of interest

If amendments are made after this insurance starts, you're not covered for the item that's being amended until we issue an endorsement for it. If the insurance changes due to death or operation of law this condition won't apply, provided that you let us know as soon as is practical.

## Computer

Any computer, data processing equipment, microchip integrated circuit, or similar device, computer or non-computer equipment, software, operating system, hardware, peripherals, and the information or data that's electronically or otherwise stored in or on any of the above, whether your property or not.

## Contribution

If, at the time of any loss or damage covered by this policy, you have any other insurance (other than marine) we won't be liable for more than our rateable proportion of the payment. If such other insurance is subject to any condition of advantage, this policy will be subject to a similar condition.



**Please note: We won't be liable for damage which is or would be (but for the existence of this policy) insured by any marine policy.**

## **Interest of financial institutions**

Where a bank or other financial institution has an interest in an insured item, this interest is deemed to be noted, provided that:

- The policy is in force at the time of the loss or damage.
- You comply with all the requirements of the policy following the loss or damage.
- You advise us of the interest at the time of the loss or damage.

## **Market value**

The amount required to replace insured property with identical items, or with items that are similar in type, capacity, age, usage, maintenance, refurbishment and overhaul records, if identical items aren't available, including costs for registration, licensing, fees, taxes, and delivery and the like.

If we can't determine the market value as described above, we'll calculate an amount by depreciating the current new replacement value of the insured item by the age, usage, maintenance, refurbishment and overhaul history of the item being claimed for. Our calculation will take general market trends relating to depreciation of construction plant values, and the demand for such plant at the time of the claim, into account.

## **Misdescription**

This policy will be void in the event of misrepresentation, misdescription or nondisclosure of any relevant material.

## **New replacement value**

The cost of replacing insured property with new, unused property of the same make, type, model and capacity, including costs for registration, licensing, fees, taxes, and delivery and the like. We'll take into account the usual trade discounts from suppliers when calculating the new replacement value.



## **Notification**

After an incident that may lead to a claim you must let us know, and send us, in writing, the full details of the incident, as soon as possible. You must also preserve the damaged or defective insured items.

## **Partial loss or damage**

If an insured item is lost or damaged, the basis of cover is the costs and expenses that are reasonably and necessarily incurred to restore the item to its condition immediately before the damage, including the costs of dismantling and re-erection.

## **Prescription**

We're not liable for the loss of, or damage to, an insured item after 12 months following the incident, unless related court action or arbitration is pending. If we reject a claim and you don't commence with an action or suit within 12 months of the rejection, all benefits under this policy in respect of that claim will be forfeited.

## **Reasonable precautions**

You must take all reasonable precautions to maintain and keep your insured machinery safe and prevent loss or damage, including employing only steady and competent staff and ensuring that all buildings, ways, works, plant and machinery are substantial, sound, in proper order, and fit for the purpose for which they're used.

All Acts of Parliament, and all by-laws and directions made by statutory or local authorities, must be observed and complied with. If you find any defects or conditions of working that make the risk more hazardous than usual, you must tell us immediately, remedy these defects or conditions, and take additional precautions.

## **Re-instatement of sum insured**

If a claim reduces the sum available under that section for further claims within a specific time period, we'll automatically charge a pro-rata premium to return the sum insured to its maximum value.

## **Subrogation**

We may prosecute in your name in respect of any claim for indemnity or anything else against any third party, and we have full discretion in the conduct of any proceedings or the settlement of any claim. In such cases, you must give information and assistance as required, wherever possible.

## **Suspension of insurance**

If any insured item is found to be in a condition that, in our opinion, is unsafe or worsens a risk, we may suspend the insurance by verbal or written notice to you.

## **Choice of cover**

### **Your choice, our pleasure**

**Under this section you can cover the following:**

- A. Material loss or damage to your own plant and equipment**
- B. Hire-in costs following the loss of, or damage to, items insured under A. Material loss or damage to your own plant and equipment and C. Legal liability for material damage, and continuing hire charges for: Plant hired-in during the normal course of business**
- C. Legal liability for material damage, and continuing hire charges for:**
  - Plant hired-in during the normal course of business
  - Plant hired-in following insured loss or damage under A. Material loss or damage to your own plant and equipment
- D. Public liability for plant all risks**
- E. Road risk liability for plant all risks**

**A. Material loss or damage to your own plant and equipment and C. Legal liability for material damage, and continuing hire charges for: Plant hired-in during the normal course of business**

## **What's covered by the King**

### **Continuing hire charges**

You're covered for:

- The hire-in cost incurred by you, for the hire of similar substitute plant and equipment of equal performance and capacity, following the loss of, and/or damage to, a hired-in plant that's stated on your policy schedule.
- Your legal liability in terms of a hiring agreement you've entered into, to pay compensation for the loss of, and/or damage to, a hired-in plant that's stated on your policy schedule.
- Your legal liability in terms of a hiring agreement you've entered into, to continue paying hire charges following the loss of, and/or damage to, a hired-in plant that's stated on your policy schedule, but limited to continuing hire charges after the number of days stated on your policy schedule as the time excess have passed, ending not later than the period stated on your policy schedule as the indemnity period, and proportionate to the period that the sum insured bears to the indemnity period.

## **Partial loss or damage**

You're covered for the costs and expenses that are reasonably and necessarily incurred to restore a lost or damaged insured item to its condition immediately before the damage, including the costs of dismantling and re-erection, as well as ordinary freight and customs duties.

You're not covered for:

- Extra charges for airfreight express delivery, overtime, Sunday, and holiday rates, that exceed 50% of the cost that would normally have been incurred.
- The value of damaged parts that can be used in any way.
- The cost of any alteration, addition, improvement, or overhaul, that's done at the time of repair.
- The cost of any temporary repairs carried out by you without our consent, even if these are in the interest of safety or to minimise further loss or damage.
- Loss or damage caused by temporary repairs carried out by you without our consent.
- Any amount that's greater than the value of the lost or damaged parts in cases where loss or damage is restricted to a part or parts of an insured item.

We may choose to repair, replace, reinstate or pay cash in lieu of items being claimed for. Any cash in lieu amount will be calculated as follows:

### **Agreed value**

In the event of partial damage, where insured property can be repaired, we'll pay the costs that are reasonably and necessarily incurred to restore the property to its working order immediately before the loss or damage, without any deductions for wear and tear, depreciation or betterment.

 **Please note: If we replace or exchange parts, we'll only use new parts if used parts aren't available. The value of such parts will be the proportion that the agreed value of the parts bears to their new replacement value.**

### **New replacement value**

In the event of partial damage, where insured property can be repaired, we'll pay the costs that are reasonably and necessarily incurred to restore the property to its working order immediately before the loss or damage, without any deductions for wear and tear, depreciation or betterment, except in respect of wearing parts that have a limited life span. Settlement for such parts will be limited to their residual value.

 **Please note: If the cost of such repairs equals or exceeds the value of the property immediately before the damage, we'll regard the property as destroyed and settlement will be made on a 'total loss' basis.**

## **Market value**

In the event of partial damage, where insured property can be repaired, we'll pay the costs that are reasonably and necessarily incurred to restore the property to its working order immediately before the loss or damage, plus costs for dismantling and re-erection if needed to effect the repairs, and applicable customs duties and dues, provided that such expenses are included in the sum insured that's stated on your policy schedule. We won't make deductions for wear and tear, depreciation or betterment, except in respect of wearing parts that have a limited life expectancy. Settlement for such parts will be limited to their residual value.



**Please note: If the cost of such repairs equals or exceeds the value of the property immediately before the damage, we'll regard the property as destroyed and settlement will be made on a 'total loss' basis.**

## **Total loss**

You're covered for the cost of removing the damaged item (limited to 15% of the loss), less the value of the remains. We may choose to replace, reinstate or pay cash in lieu of items being claimed for. Any cash in lieu amount will be calculated as follows:



**Please note: All insured property valued at more than R150,000 must be fitted with a fully operational tracking device. If such device isn't installed or is found to be not operational at the time of an incident giving rise to a claim, the excess that would have been applicable will be doubled.**

## **Agreed value**

In the event of a total loss, where the cost of repairs equals or exceeds the agreed value of the insured property, the basis of settlement will be the property's agreed value, less the value of any salvage.



**Please note: If we replace or exchange parts, we'll only use new parts if used parts aren't available. The value of such parts will be the proportion that the agreed value of the parts bears to their new replacement value.**

## **New replacement value**

In the event of a total loss, where the cost of repairs equals or exceeds the market value of the insured property, the basis of settlement will be the property's market value, including costs for dismantling and re-erection if needed to effect the repairs, and applicable customs duties and dues, provided that such expenses are included in the sum insured that's stated on your policy schedule, less the value of any salvage.

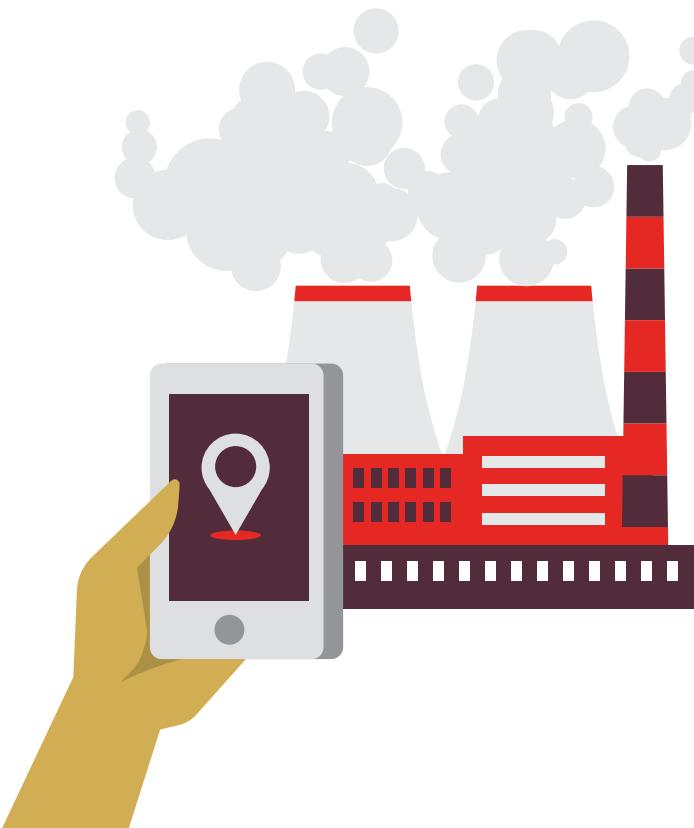
## **Market value**

In the event of a total loss, where the cost of repairs equals or exceeds the market value of the insured property, the basis of settlement will be the property's market value. You can choose to calculate this market value in 1 of 2 ways:

- The amount needed to buy a similar item with similar age, usage, maintenance, refurbishment and overhaul records, including costs for registration, licensing, fees, taxes, and delivery and the like provided such expenses are included in the sum insured that's stated on your policy schedule, less the value of any salvage.
- The amount calculated by depreciating the current new replacement value of the insured item by the age, usage, maintenance, refurbishment and overhaul history of the item being claimed for, including costs for registration, licensing, fees, taxes, and delivery and the like provided such expenses are included in the sum insured that's stated on your policy schedule, less the value of any salvage.



**Please note:** All insured property valued at more than R150,000 must be fitted with a fully operational tracking device. If such device isn't installed or is found to be not operational at the time of an incident giving rise to a claim, the excess that would have been applicable will be doubled.



## **A. Material loss or damage to your own plant and equipment and C. Legal liability for material damage, and continuing hire charges for: Plant hired-in during the normal course of business**

### **What's NOT covered by the king**

#### **Abandonment**

You're not covered for the loss of, or damage to, an insured item due to abandonment of any nature.

#### **Computers**

You're not covered for:

- The loss or destruction of, or damage to, any property whatsoever (including a computer) or any loss or expense that results or arises from such an incident.
- Any legal liability.
- Any loss that's directly or indirectly caused by, contributed to by, consisting of, or arising from, incapacity or the failure of any computer to:
  - Treat any date as the correct date or true calendar date, correctly or appropriately recognise, manipulate, interpret, process, store, receive, or respond to, any data or information, carry out any command or instruction in connection with any such date, capture, save, retain, or process any information or code, following any command that's programmed into any computer being a command that causes the loss of data or the inability to capture, save, retain, or correctly process, data related to a date.
  - Capture, save, retain, or process, any information or code due to program errors, incorrect entry, or the inadvertent cancellation or corruption of data and/or programs.
  - Capture, save, retain, or process, any data, as a result of a computer virus or other corrupting, harmful, or otherwise unauthorised code or instruction, including any Trojan horse time or logic bomb, worm, or any other destructive or disruptive code, media, program or interference.

#### **Consequential loss and liability**

You're not covered for consequential loss or liability of any nature, loss of use, or depreciation, except where specifically stated otherwise on your policy schedule.

#### **Detention and confiscation**

You're not covered for the loss of, or damage to, any insured item due to detention, confiscation, destruction, or requisition, by customs or other officials or authorities.

## **Excess**

You're not covered for the amount that's stated as the excess on your policy schedule.

## **Explosion or breakdown**

You're not covered for the loss of, or damage to, any insured item that arises from an internal explosion, mechanical or electrical breakdown, or derangement, of the item.



**Please note:** You're covered for the cost of rectifying extraneous loss of, or damage to, insured items, that's caused by these incidents.

## **Fuel, lubricants and coolants**

You're not covered for the loss of, or damage to, fuel, lubricants or coolants, unless it's as a result of the loss of, or damage to, insured items.

## **Known defects**

You're not covered for the loss of, or damage to, any insured item due to faults or defects that were known to you or your employees before policy inception or during the period of insurance, but which weren't disclosed to us.

## **Lifting operations**

You're not covered for the loss of, or damage to, any insured item that arises from tandem or multi-lifting operations unless specifically requested by you or your broker and agreed to by us.



**Please note:** You're covered if such operations are specified and controlled by a qualified engineer.

## **Liquidation**

You're not covered for liquidated damages or penalties, or penalties for delay or detention, or in connection with guarantees of performance or efficiency.

## **Neglect**

You're not covered for the loss of, or damage to, any insured item that due to a wilful act of, or wilful neglect by, your employees.

## **Parts**

You're not covered for the loss of, or damage to, expendable or exchangeable parts and attachments of insured items (such as, but not limited to, bits, drills, pulverising and crushing surfaces, screens, sieves, ropes, belts, batteries, tyres and other components that are regularly replaced) unless this loss or damage is caused by an insured incident, in which case your cover is limited to a reasonable amount that represents the residual value of these parts and attachments, excluding drills bits and drill strings, which are excluded in their entirety.

## **Servicing**

You're not covered for damage discovered during routine servicing, unless it's associated with a specific event, or the loss of any insured property by disappearance or shortage that's discovered when taking inventory or stocktaking.

## **Testing**

You're not covered for the loss of, or damage to, any insured item while being tested, is deliberately overloaded, or is used in a manner or for any purpose other than what it was designed for.

## **Underground use**

You're not covered for the loss of, or damage to, any insured item while underground, unless otherwise agreed by endorsement.

## **Waterborne vessels**

You're not covered for the loss of, or damage to, waterborne vessels or craft.

## **Wear and tear**

You're not covered for the loss of, or damage to, insured items that arises from wear and tear, gradual deterioration, rust or other atmospheric action, or from ordinary use or working.



**Please note: You're covered for the loss of, or damage to, insured items that results from these processes.**

## **A. Material loss or damage to your own plant and equipment and C. Legal liability for material damage, and continuing hire charges for: Plant hired-in during the normal course of business**

### **Our T's and C's**

#### **Costs and expenses**

You're covered for the costs and expenses that you necessarily and reasonably incur to produce and certify any particulars or details required by us in connection with an indemnifiable event, but limited to:

- Additional costs incurred by your employees and/or usual auditors.
- The cost of materials used to fulfil our requirements.
- The limit that's specified on your policy schedule.

#### **Plant hired-in or -out**

You're covered for the loss of insured items attributed to a hirer, provided that you first confirm the status, integrity, and credibility, of any hirer, and then supply us with their information, including their full name, physical address, ID number, contact numbers and banking details. It's a condition precedent for cover under A. Material loss or damage to your own plant and equipment, C. Legal liability for material damage, and continuing hire charges for: Plant hired-in during the normal course of business, and C. Legal liability for material damage, and continuing hire charges for: Plant hired-in following insured loss or damage under A. Material loss or damage to your own plant and equipment, that items hired-in or -out must be hired under conditions no more onerous than the standard conditions of the Contractors' Plant Hire Association, as may be in use at the time of hire.

#### **Recovery costs**

You're covered for recovery expenses that you necessarily and reasonably incur to recover a damaged insured item, but limited to 15% of the sum insured for the item with a maximum of R50,000 per claim.

#### **Repatriation**

You're covered for the loss of, or damage to, insured items, that happens outside South Africa, limited to the cost that would have been incurred had the loss occurred within South Africa, unless otherwise stated.

## Roadworthiness

You're not covered if at the time of any incident that gives rise to a claim:

- The vehicle, driver or operator had violated any condition or regulation of the Road Traffic Act of 1996 (as amended), or any traffic ordinance in terms of vehicle licences, clearance certificates, operators' permits, drivers' licences, professional driving permits, or permits for handling and transporting toxic and dangerous materials.
- The insured vehicle doesn't comply with, or meet the requirements for, roadworthiness, as specified in the Road Traffic Act of 1996 (as amended), or any relevant amendment or replaced statute, or any applicable provisional or local proclamation or statute.
- The insured vehicle was overloaded as defined in part 4 of the National Road Traffic Regulations 1999, promulgated pursuant to the provisions of Section 75 of the National Road Traffic Act No. 93 of 1996.

## Vehicles

You're covered for vehicles such as, but not limited to, dump trucks, water carriers, TLBs, and other similar site vehicles, while these are on public roads in or around your contract site.

## D. Public liability for plant all risks

### What's covered by the King

#### Gratuitous advice

You're covered for your unintentional failure to perform the legal duty to exercise due care to another person or party, while you're providing technical information or advice.

#### Joint insured

You're covered for other people and parties to be included in this insurance, provided that they observe, fulfill, and are subject to, the terms, conditions and exceptions of this policy.

Such persons and parties include:

- Any other company, person or party (including any owner of plant or other items that you've hired or loaned) with whom you've entered into an agreement for the purpose of the insured contract, but only to the extent that this cover is a requirement of the agreement.
- Any officer or employee of yours, and your personal representative, who's being claimed against in your stead.

## **Legal defence costs**

On request, you're covered for the legal costs and expenses for the defence of criminal action that's brought against an employee, partner or director of yours, related to an alleged contravention of the following statutes, read in conjunction with the Criminal Procedure Act No. 51 of 1997 (as amended), in the course of their employment with you:

- The Machinery and Occupational Safety Act No. 6 of 1983 (as amended).
- The Mines and Works Act No. 27 (as amended).
- The Electricity Act No. 40 of 1958 (as amended) and any other Act or ordinance relating to the supply of electricity.

The exceptions are:

- If a case goes to appeal, we'll only continue to cover costs if senior counsel of our appointment advises that the appeal should succeed.
- If the presiding judge or magistrate imposes a fine or penalty on the defendant, we won't pay this.
- If the defendant fails to observe, fulfill, and be subject to, the terms, conditions and exceptions of this policy, insofar as these can apply.

## **People, property and legal costs**

You're covered for the accidental loss of, or damage to, property that belongs to a third party, and the accidental death of, or injury to, other people, as a result of your insured contract/s, as well as the related legal costs and expenses.

## **Wrongful arrest and defamation**

You're covered for:

- Damages resulting from wrongful arrest (including associated assault).
- Damages resulting from defamation.



**Please note: This cover is limited to R10,000 per incident and a maximum of R50,000 in any 12-month period.**

## D. Public liability for plant all risks

### What's NOT covered by the king

You're not covered for:

- Incidents that form part of, or in whole, the subject of indemnity under, or are excluded from, any section of this insurance.
- Insolvency.
- Liquidated multiple or exemplary damages, penalty clauses or performance warranties, unless you would've been liable in the absence of this clause or warranty.
- Financial services or cost estimates that are provided by you, or on your behalf.
- Design or formula specification, treatment or advice that's provided by you, or on your behalf, in exchange for a fee.
- Defamation.

### Advice

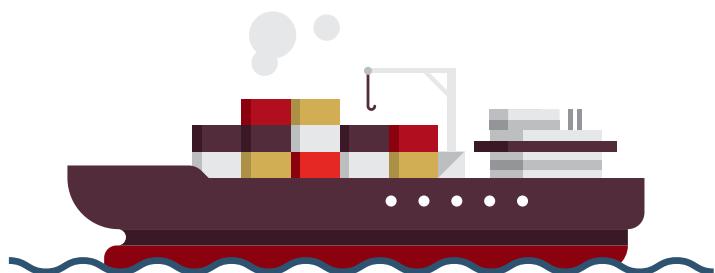
You're not covered for injury, illness, loss or damage that's caused by, or in connection with, or arises from, technical or professional advice given by you, or by any person acting on your behalf.

### Aircraft and watercraft

You're not covered for claims arising by, through, or in connection with, any aircraft or watercraft that you own or are in control of.

### Building support

You're not covered for damage to any property, land or building, or injury to any person, that's caused by vibration, or the removal or weakening of support, unless stated otherwise in an endorsement.



## **Contracts and agreements**

You're not covered for risk that you've agreed to if it wouldn't normally be covered under the terms and conditions of this public liability insurance.

The exceptions are:

- The conditions of any contract or sub-contract.
- Agreements for the hire or loan of construction plant (including CPHA), or the supply of materials or consumables.
- Agreements with, or indemnities given to, any central or local government, statutory body or Transnet.
- Agreements with public supply authorities.

## **Loss of, or damage to, property**

You're not covered for items that you own, or are in your care, custody and control, that are, or should be, insured under 'Plant all risks'.

The exceptions are:

- Premises and structures (and their contents), and fixed plant and machinery, that you're temporarily occupying or using for the purpose of the insured contract.
- Property that's not hired by, or not on loan to, you but for which you've agreed to provide storage facilities.
- The clothing and personal effects of your directors, employees and visitors.
- Vehicles (and their contents) that are under your care, custody or control, for the purpose of parking.

## **Occupational injury and illness**

You're not covered for:

- Injury to, or the illness of, employees and apprentices, if caused during the course of their employment with you.
- Amounts payable under legislation relating to occupational injury and illness.

## **Penalties and liquidation**

You're not covered for payments under penalty clauses or as liquidated damages.

## **Pollution**

You're not covered for seepage, pollution or contamination, except where it's caused by a sudden, unexpected incident.

## **Vehicles and trailers**

You're not covered for injury, loss or damage that's caused by, or in connection with, or arises from, your ownership or possession of a vehicle or trailer, or the use of these vehicles or trailers on your behalf.

The exceptions are:

- Mechanical plant machinery and equipment.
- Claims arising beyond the limits of any carriageway or thoroughfare, or related to the loading or unloading of any vehicle or trailer.
- Claims arising from the use of any vehicle or part thereof as a tool of trade, or in connection with anything therein or thereon, manufactured by, or attached thereto.

## **D. Public liability for plant all risks**

### **Our T's and C's**

#### **Admission**

No admission offer, promise, payment or indemnity may be made or given by, or on behalf of, you, without our written consent.

#### **Contract works public liability**

Except for any difference in the excess amount, this insurance won't cover incidents for which there's also a contract works public liability policy with a cross liability clause in place, that covers the same risks.

#### **Public liability**

Once we've paid a public liability claim, we have no obligation to pay further public liability claims arising from the same incident.



## **E. Road risk liability for plant all risks**

### **What's covered by the king**

#### **Defined events**

You're covered for any accident that's caused by, through, or in connection with, vehicles stated on your policy schedule, or in connection with the loading and/or unloading of these vehicles, for which you and/or any passenger are legally liable to pay all sums, including the claimant's costs and expenses in respect of:

- The death of, or bodily injury to, other people, but excluding employees who are killed or injured as a result of their employment, and members of your household.
- Damage to property, but excluding property that you own, hold in trust, or have custody or control of, or property that's being conveyed by, loaded onto, or off-loaded from, these vehicles.

#### **Inquests**

You're covered for inquest-related costs and expenses that are incurred with our written consent, and we may arrange for representation at any inquest, or inquiry into a death, that may be covered under this insurance.

#### **Joint insured**

You're covered for other people to be included in this insurance, provided that they observe, fulfill, and are subject to, the terms, conditions and exceptions of this policy. Such persons must have your instruction or permission to drive or use your insured vehicles, and must not:

- Have been refused any car insurance, or continuance thereof, by any insurer.
- Be a member of your household.
- Be entitled to similar cover under any other policy, except in respect of any amount that can't be recovered from another policy.

## **E. Road risk liability for plant all risks**

### **What's NOT covered by the king**

#### **All options**

You're not covered for loss or damage that's directly or indirectly caused by:

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## Airports

You're not covered for an insured vehicle being used in a restricted area that's part of an aerodrome or airport, or on a runway or aircraft parking apron, including the associated service roads, ground equipment parking areas, and the customs examination areas in passenger terminals.

## Attached tools

You're not covered for:

- The operation, demonstration, or use, of any tool or plant that's part of, attached to, or used in connection with, an insured vehicle, except if the vehicle is being maintained or repaired.
- Anything that's manufactured by, or contained in, a tool or plant that's part of, attached to, or used in connection with, an insured vehicle.

## Compulsory insurance

You're not covered if a claim falls within the scope of any compulsory motor vehicle insurance in terms of a relevant Act or regulation, whether or not this insurance is in force or has been effected.

## Contractual liability

You're not covered for any claim arising from contractual liability, unless you're liable despite the contract.

## Laws and regulations

You're not covered for:

- Vehicles, drivers or operators that, at the time of an incident, have violated any condition or regulation contained in the Road Traffic Act of 1996 (as amended), or any traffic ordinance related to valid vehicle licences, clearance certificates, operator's permits, driver's licences, professional driving permits, and permits for handling and transporting toxic and dangerous materials.
- Vehicles that, at the time of an incident, don't comply with, or meet the requirements for, roadworthiness, as specified in the Road Traffic Act of 1996 (as amended), any amendment or replaced statute, or any provisional or local proclamation or statute, or are overloaded as defined in part 4 of the National Road Traffic Regulations 1999 promulgated pursuant to the provisions of Section 75 of the National Road Traffic Act No. 93 of 1996.

## **Passengers**

You're not covered for the death of, or injury to, any person travelling in your insured vehicles, or any person while they're upon, entering or getting onto, or alighting from, an insured vehicle.

 **Please note: You're covered for forklift trucks.**

## **Spillage**

You're not covered for clean-up and remedial procedures to remove, or repair the effects of, spillage or leakage of any substance that was in, on, or conveyed by, an insured vehicle, whether or not this is as a result of a vehicle accident.

## **Vehicles**

You're not covered for:

- A vehicle being used with your general knowledge and consent, for any use other than what's stated in description of use on your policy schedule.
- A vehicle being driven by you, or by anyone else with your general knowledge and consent, while intoxicated, or under the influence of intoxicating alcohol or drugs.
- A vehicle being driven by you, or by any other person, without being fully licensed to drive the vehicle. The licence to drive a vehicle is directly related to compliance with the relevant licensing laws, including whether or not a driver's licence required by law, and with respect to a learner driver.

## **E. Road risk liability for plant all risks**

### **Our T's and C's**

#### **Description of use**

This insurance is applicable to your business purposes, relevant to your business activities. You're not covered if an insured vehicle isn't being used for business at the time of an incident, or if you're:

- Hiring out insured vehicles to carry passengers.
- Carrying fare-paying passengers.
- Engaging in motor sport activities such as racing, rallying and speed trials.
- Carrying or transporting explosives.
- Carrying any load, or transporting any number of passengers, that exceeds the vehicle manufacturer's specifications.
- Engaging in anything to do with the motor trade, other than in the normal course of business, except if the vehicle is being repaired, overhauled or maintained in the custody or control of a recognised member of the motor trade.

# Machinery breakdown



## In a nutshell...

Machinery breakdown covers you for sudden and unforeseen damage to the machinery that's stated on your policy schedule, whether or not it's in use at the time of the incident leading to a claim, and while it's being dismantled, moved or re-erected to be cleaned, inspected, repaired or installed elsewhere at your premises. There's also optional cover for deterioration of stock that's a result of your machinery breaking down.

## What do we mean by

**Wherever these terms appear in this policy document, this is what they mean.**

### Annual turnover

The turnover during the 12 months immediately before the date of an insured incident.

### Damage

Damage that happens to the machinery that's stated on your policy schedule, during the period of cover, for which we'll pay a claim (excluding the excess amount).

### Gross profit: Additions basis

The sum of the net profit and the insured standing charges. If there isn't any net profit, then this is the insured standing charges less the proportion of any net trading loss that the insured standing charges bears to the standing charges.

### Gross profit: Difference basis

The amount by which the sum of turnover closing stock and work in progress exceeds the sum of opening stock and specified working expenses.

### Insured specified working expenses: Difference basis

As stated on your policy schedule.

## **Insured standing charges: Additions basis**

As stated on your policy schedule.

### **Net profit**

Net profit (excluding capital receipts and outlay property that's chargeable to capital) is the profit after standing and other charges, including depreciation but excluding tax on profit, are deducted.

### **Rate of gross profit**

This is the amount that's earned on turnover during the financial year immediately before the date of an insured incident.

### **Standard turnover**

The turnover during the 12 months immediately before the date of an incident, which corresponds with the period of cover to which adjustments will be made, if necessary, to provide for the trend of the business and for variations in, or other circumstances affecting, the business either before or after the incident, or which would've affected the business had the incident not happened, so that the adjusted figures represent, as closely as reasonably possible, the results that, but for the incident, would've been obtained during the relative period after the incident.

### **Turnover**

The money that's paid, or is payable, to you for goods that are sold and delivered, and for services rendered, in the course of business at your premises.

### **Choice of cover**

#### **Your choice, our pleasure**

In this section you have a choice to cover your electronic equipment for either:

- A. Machinery breakdown**
- B. Machinery consequential loss**

#### **A. Machinery breakdown**

#### **What's covered by the king**

#### **Additional costs for refrigerant**

You're covered for replacement refrigerant, if needed, after damage to refrigeration plant.

## **Additional costs for transformer and switchgear oil**

You're covered for replacement oil, if needed, after damage to transformers and/or switchgears.

## **Additional new machinery**

You're covered for newly-acquired machinery of a similar nature to that stated on your policy schedule, at your premises, provided that:

- The machinery is installed and successfully commissioned to acceptable operating standards.
- The sum insured for the new machinery is less than 25% of the total sum insured that's stated on your policy schedule.
- You tell us about the new machinery within 3 months from the date of its installation, or at policy renewal, whichever happens first.
- You pay the additional premium for the new machinery, which is effective from the date of its acquisition and is subject to all the terms and conditions of this insurance.

## **Physical damage**

You're covered for sudden and unforeseen damage to your insured machinery that's stated on your policy schedule, by any cause that's not specifically excluded. It's covered while it's at work or at rest, and while it's being dismantled, moved or re-erected to be cleaned, inspected, repaired or installed in another place on your premises.

## **Repairable damage**

You're covered for restoring damaged insured machinery to its normal working order, including replacement parts, standard labour charges, dismantling and re-erection, transport costs at ordinary rates (additional charges for air freight are excluded) and customs duties and taxes, at our discretion and subject to reasonable dispatch.

You're covered to re-instate the machinery to the condition it was in immediately before it broke down. If its value (or the value of any of its parts) is increased by the repair, we'll deduct this difference in value before paying out your claim.



**Please note: You're not covered for damaged parts that can be re-used in any way.**

## **Total loss**

You're covered for replacing insured machinery up to its market value immediately before it broke down, including dismantling the damaged machinery and delivering and erecting the replacement items, but less the value of any salvage, at our discretion and subject to reasonable dispatch.

## **B. Machinery consequential loss**

### **What's covered by the king**

#### **Account payments**

You're covered for account payments in the event of an insured loss, if our payment of a claim is delayed pending its finalisation.

#### **Increased cost of working**

You're covered for loss of gross profit that's due to increased cost of working, which is the additional expenditure that's necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover that, but for this expenditure, would've taken place during the period of cover as a result of an insured incident.

This is limited to the sum that's produced by applying the rate of gross profit to the amount of reduction that's been avoided, less any sum that's saved during the period of cover in respect of your business' charges or expenses that are payable out of gross profit and which may cease or be reduced as a result of the insured incident.

If the sum insured for gross profit is less than the sum that's produced by applying the rate of gross profit to the annual turnover (or a proportionately increased multiple of it when the period of cover is longer than 12 months) then the amount we'll pay for a claim will be reduced proportionately.

#### **Reduction in turnover**

You're covered for loss of gross profit that's due to reduction in turnover, which is the sum that's produced by applying the rate of gross profit to the amount by which the turnover during the period of cover will fall short of the standard turnover as the result of an insured incident.

## **Optional cover**

### **Cover more. Pay a little more**

You may choose to add the following option to your basic 'Machinery breakdown' cover. If so, it'll only be covered if it's separately noted on your policy schedule and an additional premium is paid.

### **Deterioration of stock**

### **What's covered by the King**

#### **Average**

The sum insured that's stated on your policy schedule is the maximum replacement cost price (including insured additional charges) at any time. If, at the time of damage that's insured under this section, the value of your insured stock is greater than the sum insured then you're considered your own insurer for the difference and must bear a rateable proportion of the loss.

#### **Stock**

You're covered for stock that you own or for which you're responsible, which is damaged by deterioration or contamination while in refrigerators, cold rooms or a temperature-controlled environment, as a direct consequence of an incident that's insured under A, or due to loss of refrigerant following such an insured incident.

The amount we'll pay is the replacement cost of the stock less any amount from the sale of the damaged stock and any business charges or expenses that will cease or be reduced due to the loss of stock, plus reasonable additional charges incurred by you for the cost of disposing of the damaged stock and the packaging that's damaged as a result of the insured incident.



#### **Please note:**

- The sum insured that's noted on your policy schedule is the maximum replacement cost price (including insured additional charges) at any time. If, at the time of damage that's insured under this section, the value of your insured stock is greater than the sum insured then you're considered your own insurer for the difference and must bear a rateable proportion of the loss.
- You're not covered for loss or damage due to:
  - A deliberate act by you.
  - Faulty packing or storage, inherent defect, or disease.
  - Contamination by refrigerant, unless it's caused by an insured risk.

## **A. Machinery breakdown and B. Machinery consequential loss**

### **What's NOT covered by the king**

#### **Abnormal breakdown**

You're not covered for breakdown that's caused by abnormal conditions that are directly or indirectly a result of testing, intentional overloading or experimenting.

#### **Additional costs for express deliveries**

You're not covered for the extra charges for airfreight express delivery, overtime, Sunday, and holiday rates, that exceed 50% of the cost that would normally have been incurred.

#### **Consequential loss**

You're not covered for consequential loss, delay or interruption of your business, or liability of any nature, other than the losses described in 'What's covered by the king'.

#### **Exceptions**

You're not covered for damage that's caused by:

- Fire or extinguishing a fire.
- Direct lightning strikes.
- Explosions or subsequent demolition.
- Aircraft or other aerial devices, and articles dropped from them.
- Theft or attempted theft.
- Collapse of buildings.
- Storm, flood, hail, snow, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes.
- Water that leaks from water-containing apparatus.

#### **Foundations and masonry**

You're not covered for damage to foundations and masonry, unless they're stated on your policy schedule.

#### **Known defects**

You're not covered for damage that's due to faults or defects that you, or any of your employees, know about when the contract is arranged, but don't disclose to us.

## **Parts ordinary use**

You're not covered for the wasting, wearing away or wearing out of any part of insured machinery that's caused by, or results from, ordinary use, or other gradual deterioration, but you're covered for any incidents resulting from such wear and tear.

## **Parts wear and tear**

You're not covered for parts that are intended to withstand a high rate of wear or depreciation, including crushing, grinding or hammering surfaces, wear plates, screens, sieves, flexible pipes, jointing and packing materials, filter cloths, ropes, belts, straps, elevator and conveyor belts or bands, cables (except for electrical conductors), brushes, batteries, refractory materials, heating elements, fire bars, burner jets, exchangeable and replaceable parts such as bits, drills, knives, saw blades, dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders, or similar fragile materials, except if they're damaged as a result of damage to other insured items, in which case you're covered for any remaining residual value.

## **Supplier liability**

You're not covered for the damage that a supplier, contractor or repairer is legally responsible for, by contract or otherwise.

## **Grid interruption**

You're not covered for loss or damage that's directly or indirectly caused by:

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.



## **A. Machinery breakdown and B. Machinery consequential loss**

### **Our T's and C's**

#### **Accumulated stock**

When adjusting a loss, an equitable allowance must be made if any shortage in turnover due to an insured incident is postponed due to turnover being temporarily maintained from accumulated stock.

#### **Adjustment of premium**

If your premium for any section of this insurance, or any part of it, is subject to adjustment on declaration, this adjustment will be made after each 12 consecutive months of insurance (calculated from the start date). You must keep adequate records of the details relative to the adjustment, and must make these records available to us at the intervals stated on your policy schedule or on our request.

#### **Alternative trading**

When calculating turnover during the indemnity period, goods sold and services rendered by you, or anyone acting on your behalf, anywhere other than at your premises, must be taken into account.

#### **Amount claimable**

The amount we pay for any successful claim is always subject to the amount/s stated on your policy schedule.

#### **Auditors**

If your auditors certify any detail that's required by us in connection with an insured incident, their certificate will be accepted as *prima facie* evidence of this detail.

#### **Average**

The 'sum insured' on your policy schedule is the maximum value we'll pay out for any claim (inclusive of additional insured costs). If the value of your insured machinery is greater than the sum insured then you're considered your own insurer for the difference and must bear a rateable proportion of the loss.

#### **Blank sums insured**

If any 'sum insured' field on your policy schedule is left blank, has no monetary amount stipulated, or reflects as 'nil', 'not applicable', 'not covered' or 'no indemnity extended' this means that the risk isn't covered.

## **Cancellation of cover**

This insurance may be cancelled:

- By you, at any time, in which case we're entitled to retain the customary short term premium or minimum premium.
- By us, by giving you 31 days' notice in writing, in which case we're entitled to retain pro-rata premium.

If we don't receive your premium on the due date:

- As a result of you having stopped the debit order, we'll cancel this insurance from the due date.
- For any other reason, we'll re-debit you the following month and, if the outstanding premium still isn't paid, we'll cancel this insurance from the first unpaid due date.

## **Claims**

In the event of an insured incident that leads to, or may lead to, a claim, you must let us know as soon as possible.

As far as reasonable, no repairs or alterations should be made after an incident, until we've inspected the damage. You must take, agree to, and allow, all reasonable measures to minimise, or halt, any interruption of, or interference to, your business, and to avoid or reduce further damage. We aren't liable for further damage that arises from the use of damaged machinery.

You need to preserve anything that may prove necessary or useful as evidence in connection with any incident or claim.

You must send us the claim details and the details of all affected machinery and its value, in writing. By 'claim details' we mean books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanations and other evidence as may be reasonably required by us, or on our behalf, in order to investigate or verify the claim, together with a declaration of truth relating to the claim and any matters connected to it.

You must also do, or permit to be done, all such acts and things as may be necessary or reasonably required by us to re-inforce any rights or remedies, or obtain relief or indemnity from other parties to which we will become subrogated on our payment of the claim, whether such acts and things are necessary before or after we've finalised the claim. We'll pay for reasonable costs that you may incur while doing this.

## **Claim preparation costs**

You're covered for all costs and expenses that are reasonably incurred by you while producing and certifying any particulars or details required by us in connection with an insured incident, but limited to the sum/s insured as stated on your policy schedule.



**Please note: You're not covered for costs incurred while proving, or attempting to prove, loss or damage in order to claim.**

## **Departments and branches**

If your business is divided into departments or branches that have independent trading results, the provisions under 'What's covered by the king' apply separately to each department or branch that's affected by the insured incident.

If the sum insured is less than the aggregate that's produced by applying the rate of gross profit (whether affected by the insured incident or not) to its relative annual turnover (or a proportionately increased multiple of it when the period of cover is longer than 12 months) then the amount we pay for a claim will be reduced proportionately.

## **Fraud**

If any claim is found to be fraudulent in any way, or if you, or anyone acting on your behalf, uses fraudulent means or devices to obtain any benefit from this insurance, or if any breakdown happens with your connivance, then all benefit under this insurance is forfeited.

## **Monthly, quarterly and half-yearly policies**

Premiums for monthly, quarterly and half-yearly policies must be received by us within 31 days of the start of the period of insurance to which they relate. Failing this, we'll cancel the insurance from the end of the preceding period of insurance (notwithstanding the general condition relating to cancellation) unless you can show that the failure to make payment was an error on the part of your bank or other paying agent.

## **Other insurers**

If you have another policy that partially or fully covers an incident that's also covered by this policy, we're only liable for our rateable proportion. If such other policy contains a provision that excludes it from ranking concurrently with, or contributing rateably to, this policy, for more than the proportion of the loss or damage that the sum insured bears to the value of your insured property, and if such other policy is subject to a condition of average then this policy, if not already subject to such conditions, will also be subject to average.

## **Our discretion**

We may choose to repair, replace or re-instate any damaged machinery, or pay you the value of the claim in cash.

## **Our rights**

After an incident that results in a claim we may, without incurring any liability or diminishing our rights:

- Take or keep possession of any damaged insured machinery and deal with it in any reasonable manner, but you may not abandon any property to us, whether we've taken possession of it or not.
- Take legal action on your behalf in respect of any recovery of, or contribution to, a claim.
- Conduct and have control of any proceedings on your behalf that we consider necessary in order to trace, recover or secure re-imbursement for an insured item, and you must provide reasonable assistance in this regard.
- Discharge our obligations under any section that provides indemnity for liability to third parties, by paying to you the limit of the liability that can be settled, or any lesser sum for which the claim can be settled, including legal fees and other expenses that we agree to and incur before the date of payment.

## **Our right to suspend**

If any insured machinery is discovered in a condition that, in our opinion, is unsafe or worsens the risk we may suspend this cover by giving you notice verbally or in writing.

## **Output**

If you wish, output (which is the sale or transfer value of goods that are manufactured or processed by you in the course of business at the insured premises) may be substituted for the word 'turnover' wherever it appears, except in the definition of gross profit, provided that:

- Only 1 such meaning applies following an insured incident.
- If 'output' is adopted, the accumulated stock clause is deemed to be cancelled.

## **Premium payment**

Premium is payable on or before this policy's start or renewal date, as the case may be. We're not obliged to accept premium that's tendered after these agreed dates, but we may do so, and we may impose terms if we do so, at our discretion.

## **Prescription**

We're not liable for the loss of, or damage to, an insured item after 12 months following an incident, unless related court action or arbitration is pending. If we reject a claim and you don't commence with an action or suit within 12 months of the rejection, all benefits under this insurance in respect of that claim will be forfeited.

## **Reasonable dispatch**

If machinery is being repaired or re-instated (which may be done at other premises and in any appropriate manner, provided that this doesn't add to the cost) this must be done within a reasonable distance, timeframe and costing.

## **Reasonable precautions**

You must take all reasonable precautions to maintain and keep your insured machinery safe and prevent loss or damage, including employing only steady and competent staff and ensuring that all buildings, ways, works, plant and machinery are substantial, sound, in proper order, and fit for the purpose for which they're used.

All Acts of Parliament, and all by-laws and directives made by statutory or local authorities, must be observed and complied with. If you find any defects or conditions of working that make the risk more hazardous than usual, you must tell us immediately, remedy these defects or conditions, and take additional precautions.

## **Re-instatement of sum insured**

To ensure that the sum insured under any section isn't reduced by the amount of a successful claim you must (if required) pay a pro-rata premium that's calculated on the amount of the claim from the date of re-instatement or replacement of your insured machinery (whichever date is the later) to the end of the period of cover.

## **Uninsured standing charges**

If any of your business' standing charges aren't covered under this insurance, then only the proportion of any additional expenditure that the gross profit bears to the sum of the gross profit and the uninsured standing charges will be taken into account when calculating the amount recoverable under increased cost of working.

# Machinery movement



## In a nutshell...

This insurance covers the physical loss of, or damage to, engineering plant, machinery and other items that you're competent to handle, which happens in the normal course of operations. Insured machinery isn't regarded as lost or damaged due to defects in design, plan, specification, materials or workmanship. If fixed permanent structures and buildings form part of the contract, or belong to you, we have the option to repair, replace or re-instate them, or pay cash in lieu of these options.

## What do we mean by

**Wherever these terms appear in this policy document, this is what they mean.**

### Conditions

Means the conditions stipulated by your principal and agreed to by you, in connection with the insured contract.

### Dismantling

Disconnecting, dismantling, or stripping into component form, including packing the insured machinery before moving it.

### Employer's property

Property that's next to, or surrounding, your insured property (as defined in 'Our T's and C's').

### Erection

Erection (as defined in 'Our T's and C's') of the insured property at the designated site.

### Maintenance

The maintenance or guarantee period (as defined in 'Our T's and C's') that starts when erection of the insured property is complete.

## **Operation**

The business/industry type as stated on your policy schedule.

## **Positioning**

The moving of your insured machinery.

## **Repair**

Work, modification, repair or overhaul of your insured machinery.

## **Storage**

Storing your insured machinery at your premises, limited to 3 months unless stated otherwise on your policy schedule.

## **Transit**

The loading and offloading of your insured machinery, including any necessary route deviation, and associated storage, limited to 1 month.

## **What's covered by the King**

### **Buildings and structures**

You're covered for the loss of, or damage to, fixed permanent structures that form part of the insured contract or are the property of your employer, when this damage is the result of an incident that's covered by 'Machinery'. When paying a claim, we have the option to repair, replace or re-instate them, or to pay cash in lieu of these options.

### **Limit of indemnity**

Our maximum liability in respect of each claim, or all claims in a series of claims that arise from the same insured incident, is limited to the amount that's stated on your policy schedule. Contracts that exceed this maximum contract limit won't be covered and should be insured separately.

### **Machinery**

You're covered for the loss of, or damage to, engineering plant, machinery and other such goods, referred to as 'Machinery' on your policy schedule, that you own or that belong to your employer for the insured contract, and which you're competent to handle in the course of the operation that's stated on your policy schedule, within the territorial limits and from any cause that's not specifically excluded.

## Machinery: Partial loss

You're covered for the costs that are reasonably and necessarily incurred to restore damaged insured machinery to its working condition immediately before the damage occurred, including the costs of gaining access, dismantling and re-erection, as well as ordinary freight and customs dues.

You're not covered for:

- The value of parts which can be re-used.
- The cost of any alteration, addition, improvement or overhaul that's done while repairing or replacing lost or damaged insured machinery.
- Any temporary repairs carried out by you without our consent, even if these are in the interest of safety or to minimise further loss or damage.
- Loss or damage caused by temporary repairs carried out by you without our consent.
- If the damage is restricted to a part or parts of insured machinery, we won't cover amounts greater than the value of the part/s, as allowed within the load limit.

## Machinery: Total loss

Insured machinery is regarded as totally lost if the repair costs are equal to, or exceed, the values defined below. We don't apply depreciation to machinery that's under 3 years of age. In any total loss incident, the load limit that's stated on your policy schedule will remain free from endorsement, and successful claims will be settled in line with the limits stated on your policy schedule.

You're covered for the cost of removing machinery that's totally lost, minus the value of the remains, plus the lowest of:

- The cost of replacing or re-instating an item of equal performance, capacity, and age, but not superior to, or more extensive than, the insured item as far as is practical, on the same site.
- The value of the insured item immediately before the loss or damage, which is calculated by deducting reasonable equitable depreciation from the installed market value of the item.
- The local market value of an item of equal performance, capacity, and age, but not superior to, or more extensive than, the insured item.



## **Optional cover**

### **Cover more. Pay a little more**

You may choose to add the following options to your basic 'Machinery movement' cover. If so, they'll only be covered if they're separately noted on your policy schedule and an additional premium is paid.

#### **Removal of support**

This covers the costs and expenses that you may be liable for as compensation related to incidents that arise out of, or happen in connection with, shock, vibration, or the removal or weakening of, or interference with, support to property in the vicinity of the contract site, and which arise out of, or in connection with, the insured contract, which happen during the period of insurance, and which cause the accidental:

- Death of, injury to, or illness or disease of, any person.
- Loss of, or damage to, property.

Also covers the costs and expenses that you incur with our permission in connection with the defence settlement, or investigation, of any successful claim under this section.

Our maximum liability in respect of each claim, or all claims in a series of claims that arise from the same insured incident, is limited to the amount that's stated on your policy schedule. Contracts that exceed this maximum contract limit won't be covered and should be insured separately.

#### **Public liability for machinery movement**

This covers the costs and expenses that you may be liable for as compensation related to incidents that are due to, or happen in connection with, an insured contract, which happen during the period of insurance, and which cause the accidental:

- Death of, injury to, or illness or disease of, any person.
- Loss of, or damage to, property.



**Please note: Also covers the costs and expenses that you incur with our permission in connection with the defence settlement, or investigation, of any successful claim under this section.**

## **What's NOT covered by the king**

### **Aircraft and watercraft**

You're not covered for claims arising by, through, or in connection with, any aircraft or watercraft that you own or are in control of.

### **Compulsory liability**

You're not covered for liability that's covered under legislated compulsory insurance relating to the use of vehicles and trailers.

### **Contracts and agreements**

You're not covered for liability in respect of any payment under any contractual penalty or contractual liquidated damages clause, to the extent that such clause increases your liability beyond that which would've existed in the absence of such clause.

This doesn't apply to contracts or agreements that you've entered into in connection with an insured contract, or any indemnity that's required by any municipal or public authority for the purpose of issuing a permit for excavation or similar.

### **Consequential loss**

You're not covered for the consequential loss, delay or interruption of your business, or liability of any nature, other than the losses as described in 'What's covered by the king' above.

### **Disappearance**

You're not covered for the loss of, or damage to, insured machinery due to disappearance or shortage, that's discovered when taking inventory or stocktaking.

### **Decreases in value**

You're not covered for the value, or decreases in the value, of insured property, or of the cost of repair, re-instatement or replacement of insured property, which belongs to you, or is leased by, or hired to, you, or moveable property, that's the subject of bailment for reward to you, except for:

- Property, premises and structures (including their contents), and plant and equipment, that you're temporarily occupying or using in connection with the insured contract.

- Property that belongs to your directors, employees, tenants and visitors.
- Property for which you provide temporary storage facilities.
- Property for which you assume liability under any agreement that you enter into, or for which indemnity is given by the South African Transport Services Act to central, local, municipal, provincial or quasi-government authorities, entities or statutory bodies.
- Vehicles and trailers (including their contents and accessories) for which you provide or allow parking.
- Property that's covered, or which could be covered, under this insurance.

You're not covered for the value, or decreases in the value, of insured property, or of the cost of repair, re-instatement or replacement of insured property, that's caused by the intentional removal of lateral support to such property.



**Please note: You're covered for liability that arises from shock, vibration or a contractor's negligence.**

You're not covered for the value, or decreases in the value, of insured property, or of the cost of repair, re-instatement or replacement of insured property on which you're working, or have worked, if the loss or damage is a direct result of this work.



**Please note: You're covered for work you've done that's defective in material, workmanship or design and which is the cause of the loss or damage to the insured property.**

## **Electrical or mechanical breakdown**

You're not covered for loss, damage, or liability, which arises from an electrical or mechanical breakdown or explosion of any used machinery or plant.

## **Electronics**

You're not covered for the loss of, or damage to, any type of electronic component or circuitry.

## **Excessive loading**

You're not covered for the loss of, or damage to, insured machinery caused by exceeding the carrying capacity of a vehicle.

## **Explosion**

You're not covered for the loss of, or damage to, new insured machinery due to its own explosion, breakdown, or derangement, and which happens after 31 days from when the machinery operates under load conditions before the maintenance period starts.

This 31-day limit is not necessarily 31 consecutive days, and excludes any time in which pneumatic, hydrostatic, electrical, insulation, continuity or polarity tests, and the individual operation of auxiliaries, have been done.

## **Faults and defects**

You're not covered for the loss of, or damage to, insured machinery that's due to faults or defects known to you or your employees before policy inception, or during the cover but not disclosed to us, or for any consequences thereof.

You're not covered for the loss of, damage to, or the costs necessary to replace, repair or rectify insured machinery that:

- Is faulty due to defective design, plan, specification, materials, or workmanship, including any part of this machinery.
- Is lost or damaged while replacing, repairing or rectifying faulty insured machinery.

You're not covered to re-design, improve, better or alter insured machinery while it's being repaired, replaced or re-instated after loss or damage.



**Please note: You're covered for the loss of, or damage to, other insured machinery that isn't faulty, but which is damaged as a result of the faulty machinery.**

## **Faulty workmanship, materials and design**

You're not covered for the cost of making good faulty workmanship, materials or design of any part of the insured property.

## **Glass**

You're not covered for the loss of, or damage to, any type of glass.

## **Occupational injury and illness**

You're not covered for:

- Injury to, or the illness of, employees and apprentices, if caused during their employment with you.
- Amounts payable under legislation relating to occupational injury and illness.

## **Pollution**

You're not covered for liability for the death of, or injury to, any person, or for damage to, or loss of use of, property, which is directly or indirectly caused by seepage, pollution or contamination, except where it's caused by a sudden, unexpected incident.

You're not covered for the cost of removing, nullifying or cleaning up seepage, pollution or contamination, except where it's caused by a sudden, unexpected incident.

## **Punitive damages**

You're not covered for liability for punitive, exemplary or vindictive fines, damages or penalties that are awarded by any court.

## **Vehicles and trailers**

You're not covered for liability for injury, loss or damage that's caused by, or in connection with, or arises from, your ownership or possession of a vehicle or trailer, or the use of these vehicles or trailers on your behalf.

But you're covered for liability that arises from, or in connection with:

- The use of any vehicle or part thereof as a tool of trade, or in connection with anything therein or thereon, manufactured by, or attached thereto.
- The use of a vehicle or trailer beyond the limits of a carriageway or thoroughfare.
- The loading or unloading of a vehicle or trailer and the bringing to, or taking away from, a load.
- Any vehicle or trailer (including their contents) that's not owned by, or hired or leased to, you, on any premises that are provided by you while moving or parking the vehicle or trailer.
- Any detached trailer, except for a trailer that's become accidentally detached from a motorised vehicle, on a public road.

## **Vibration**

You're not covered for the loss of, or damage to, insured machinery that's caused by vibration.

## **Wear and tear**

You're not covered for normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, erosion, corrosion, or oxidisation, unless it's a direct result of the loss of, or damage to, insured machinery.

## **Grid interruption**

You're not covered for loss or damage that's directly or indirectly caused by:

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## **Our T's and C's**

### **Abandoning the claim**

If we disclaim liability for any claim and you don't institute proceedings for a legal action or suit within 12 months of the disclaimer, we'll assume that you've abandoned the claim and won't be liable for any payment related to the claim.

### **Additional insured parties**

If required by you, we'll cover other persons and parties in a like manner, as if a separate policy had been issued to them, provided that they observe, fulfill, and are subject to, the terms, conditions and exceptions of this policy. Such persons and parties include:

- Persons that you enter into an agreement with in connection with an insured contract, but only to the extent that this agreement is a requirement of such contract.
- Your business partners, directors and employees.
- Your personal representative/s and any people that are treated as you.
- Officials, members and employees of any social, canteen, medical, civil, defence, security, sports, welfare, first aid, fire, ambulance or similar service or organisation in respect of any activities or business thereof.
- Occupiers of residential property that you own or lease.

### **Arbitration**

If any dispute arises around an amount being claimed for, the matter may be referred to arbitration, which must be appointed in accordance with statutory provisions. Arbitration must take place before any legal action can be taken against us with regards recovering a disputed amount.



**Please note: Our liability in respect of any 1 occurrence won't exceed the maximum amounts that are stated on your policy schedule for each of the above.**

## **Arrest, assault and defamation**

Notwithstanding the exceptions or anything else to the contrary, we'll indemnify you (not necessarily consequent on the death of, or injury to, any person, or the loss of, or damage to, any property) against liability:

- That arises from the malicious or wrongful arrest of any insured party.
- In respect of defamation or alleged defamation, whether negligence is inferred or not.



**Please note: Our liability in respect of any 1 occurrence won't exceed the maximum amounts that are stated on your policy schedule for each of the above.**

## **Breach**

A breach or other non-compliance with anything to be done, or not done, in connection with this insurance (whether expressed or implied) won't invalidate the cover or prejudice an insured person other than the particular insured person who's guilty of such breach or non-compliance, and then only to the extent that such breach or non-compliance prejudices us.

## **Cancellation**

This policy, or any portion of it may be cancelled by us, or by you, by giving 31 days' notice in writing.

If this insurance isn't renewed, or is cancelled, we'll continue to cover you unless you advise to the contrary for any contract in progress or for which tenders have been awarded prior to the renewal or expiry dates of the period of notice, and cover will continue until completion of such contract/s (including any maintenance or defects liability period that's included in the insured contract or under this insurance) provided that any contract that's awarded is started within 90 days of the termination of the period of notice or the renewal date, and on completion of such contract/s after cancellation or non-renewal your premium shall be further adjusted in line with the values provided for in 'Declaration (contracts)'.

## **Claims**

After an incident that may result in a claim under this insurance comes to your attention you must:

- Tell us as soon as possible and supply the additional information that we may ask for.
- Take all steps within your power to minimise the extent of the loss or damage and, where property has been lost, stolen or willfully damaged, you must inform the police.
- Preserve any damaged parts or things that may prove necessary or useful by way of evidence in connection with the claim.
- Not abandon any property to us, whether we've taken possession of it or not.

## **Cross liabilities**

If the insured comprises more than 1 person, this insurance applies to each such insured person separately, and not jointly, and as if a separate policy had been issued in respect of each such insured person.

## **Declaration: Contracts**

The premium stated on your policy schedule is a deposit premium. With regard to 1-off contracts, the premium is calculated by applying an agreed rate to the estimated contract value.

With regard to annual policies, the premium is calculated by applying an agreed rate to the estimated annual turnover or, when an annual policy is based on fees, the premium is calculated by applying an agreed rate to the estimated annual fees.

At the end of the insurance contract, both 1-off and annual contracts will be adjusted on your submission of the actual value of the contract, which is the difference between the actual contractual turnover expended during the period and the actual fees generated during the period. Any difference will be due to, or by, you.

## **Emergency medical expenses**

You're not covered for costs and expenses that you incur for medical treatment that's reasonable at the time of an insured incident that causes injury to any person who's connected with a public liability claim under this insurance.

## **Employer's property**

This is property (other than the contract works, construction plant and equipment that are used on, or are intended for use on, the insured contract) that you're working on for the purpose of the contract and that's, contractually or otherwise, your responsibility, or in your care, custody or control, provided that it isn't covered under any other insurance for your benefit.

## **Erection**

This is from when erection at the designated site starts, until:

- In the case of new machinery, when erection or installation ends, including the intermediate testing period, the final testing and/or commissioning period of 31 days or part thereof, or handover to, or takeover by, the principal, whichever happens first.
- In the case of used machinery, as above, but intermediate and final testing and/or commissioning are excluded.

## **Maintenance**

This is the accidental loss of, or damage to, new insured machinery or plant that happens after the completion of erection and is caused by:

- Defective workmanship or materials, which happens during erection but before maintenance starts.
- Negligence by you and your employees in the course of work while fulfilling the contract requirements, which happens during the maintenance period, or 12 months, whichever happens first.



**Please note: You're not covered for used machinery or plant unless agreed otherwise.**

## **Material damage**

You must let us know immediately if you become aware of any material change to any risk that's covered by this insurance. We'll continue the cover subject to adjustments that such changes necessitate.

## **Partial and total loss**

If the basis of insurance comprises mutually agreed and accepted sum insured amounts by endorsement, then the amounts claimable for partial and total loss of machinery will be these agreed amounts.

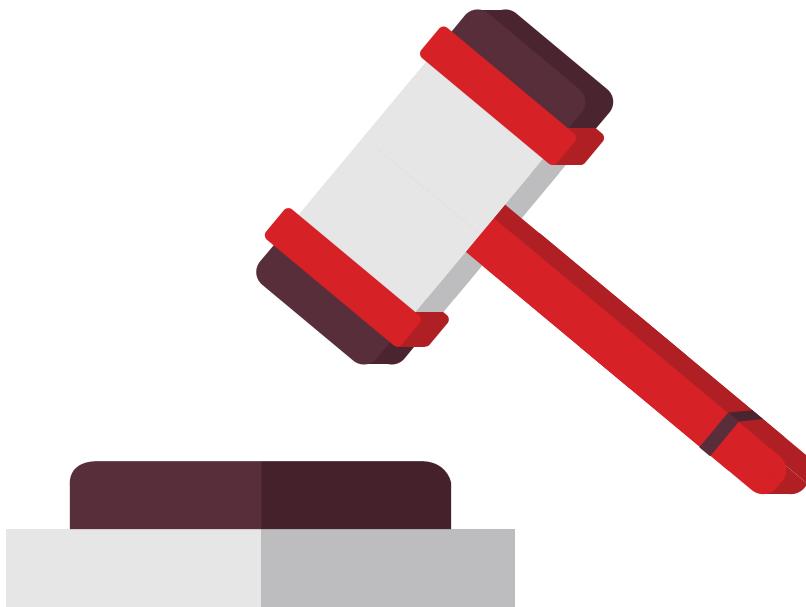
## **Prevention of loss**

You must take all reasonable precautions when selecting labour and for the safety of the insured property, at all times maintaining the plant, machinery and equipment that's used in connection with the insured contract, in an efficient condition. You must also take all reasonable precautions to prevent accidents, and must ensure that all plant, machinery and equipment that requires inspection under any statute or law is inspected.

## **Our rights**

After an incident that results in a claim we may, without incurring any liability or diminishing our rights:

- Take or keep possession of any damaged insured machinery and deal with it in any reasonable manner, but you may not abandon any property to us, whether we've taken possession of it or not.
- Take legal action on your behalf in respect of any recovery of, or contribution to, a claim.
- Conduct and have control of any proceedings on your behalf that we consider necessary in order to trace, recover or secure reimbursement for an insured item, and you must provide reasonable assistance in this regard.
- Discharge our obligations under any section that provides indemnity for liability to third parties, by paying to you the limit of the liability that can be settled, or any lesser sum for which the claim can be settled, including legal fees and other expenses that we agree to and incur before the date of payment.



# Transit and erection



## In a nutshell...

This covers you for the physical loss of, or damage to, the insured property that's stated on your policy schedule, which arises out of the performance of the operations that are stated on your schedule, from any cause other than those that are specifically excluded, and within the territorial limits. Contracts that exceed the maximum contract limit that's stated on your policy schedule aren't covered and should be insured separately.

## What do we mean by

**Wherever these terms appear in this policy document, this is what they mean.**

### Claim preparation costs

All costs and expenses that are reasonably incurred by you while producing and certifying any particulars or details required by us in connection with an insured incident, but limited to R50,000 unless stated otherwise on your policy schedule.

### Computer

Any computer, data processing equipment, microchip integrated circuit, or similar device, computer or non-computer equipment, software, operating system, hardware, peripherals, and the information or data that's electronically or otherwise stored in or on any of the above, whether your property or not.

### Dismantling

Disconnecting, dismantling, or stripping into component form, and packing, insured property or plant prior to moving it within the premises stated on your policy schedule.

## **Erection**

Erection of your insured property or plant at a designated place, from the start of erection until:

- In the case of new property, when erection or installation ends, including the intermediate testing period, the final testing and/or commissioning period of 31 days or part thereof, or handover to, or takeover by, the principal, whichever happens soonest.
- In the case of used property, as above, but intermediate and final testing and/or commissioning are excluded.

## **Maintenance**

The accidental loss of, or damage to, new insured property or plant, which happens after the completion of erection and is caused by:

- Defective workmanship or materials, which happens during erection but before maintenance starts.
- Negligence by you and your employees in the course of work while fulfilling the contract requirements, which happens during the maintenance period as described in 'Erection', or within 12 months, whichever happens sooner.

## **Positioning**

Moving your insured property or plant within the premises stated on your policy schedule.

## **Storage**

Storing your insured property or plant at the premises stated on your policy schedule.

## **The operations**

The operations stated on your policy schedule.

## **Transit**

Loading and offloading your insured property or plant, including any necessary route deviation, and associated storage.

## Choice of cover

### Your choice, our pleasure

Under this section you can cover the following property belonging to you, or for which you're responsible:

- A. Transit and erection
- B. Public liability for transit and erection

#### A. Transit and erection

##### What's covered by the king

You're covered for the physical loss of, or damage to, property, plant, machinery or equipment that's stated on your policy schedule, which happens while it's being used for the operations that are stated on your schedule.

In the case of new property, we may repair, replace, re-instate, or pay cash in lieu of repairs, up to the value that's stated on your policy schedule. In the case of used or second-hand property, we have the same options, limited to the market value of the insured items.

#### B. Public liability for transit and erection

##### What's covered by the king

You're covered for the accidental loss of, or damage to, property that belongs to a third party, and the accidental death of, or injury to, other people, as a result of your insured contract/s, as well as the related legal costs and expenses.



## **A. Transit and erection and B. Public liability for transit and erection**

### **Basis of loss settlement**

#### **All successful claims**

Our liability is limited to:

- The sum insured that's stated on your policy schedule.
- 50% of the cost that would normally have been incurred, with respect to extra charges for airfreight express delivery, overtime, Sunday, and holiday rates.
- 20% of the claim with respect to costs for dismantling or demolishing structures, removing debris, or providing, erecting or maintaining any hoarding, propping or shoring up.
- 20% of the claim with respect to legal and professional fees in connection with replacing or re-instatement insured property, but excluding any improvement or extension to the property and any fees incurred while preparing a claim for this.

#### **New property, plant, machinery or equipment**

In the event of a successful claim for the loss of, or damage to, new property, plant, machinery or equipment that's stated on your policy schedule, we may choose to repair, replace or re-instate the property, or pay cash in lieu thereof, including the necessary and reasonable costs incurred.

#### **Second hand property, plant, machinery or equipment**

In the event of a successful claim for the loss of, or damage to, second hand property, plant, machinery or equipment that's stated on your policy schedule, we may choose to repair, replace or re-instate the property, or pay cash in lieu thereof, limited to the market value of such property, including the necessary and reasonable costs incurred.

#### **Supervisory charges**

You're covered for establishment and supervisory charges incurred in connection with repairs to, or the re-instatement or replacement of, lost or damaged insured property.

## **A. Transit and erection and B. Public liability for transit and erection**

### **What's NOT covered by the king**

#### **Computers**

You're not covered for loss, damage or liability that's caused directly or indirectly by, or as a result of:

- The loss or destruction of, or damage to, any property whatsoever (including a computer) or any loss or expense resulting or arising from such an incident.
- Any legal liability.
- Any loss that's directly or indirectly caused by, contributed to by, consisting of, or arising from, incapacity or the failure of any computer to:
  - Treat any date as the correct date or true calendar date, correctly or appropriately recognise, manipulate, interpret, process, store, receive, or respond to, any data or information, carry out any command or instruction in connection with any such date, capture, save, retain, or process any information or code, following any command that's programmed into any computer being a command that causes the loss of data or the inability to capture, save, retain, or correctly process, data related to a date.
  - Capture, save, retain, or process, any information or code due to program errors, incorrect entry, or the inadvertent cancellation or corruption of data and/or programs.
  - Capture, save, retain, or process, any data as a result of a computer virus or other corrupting, harmful, or otherwise unauthorised code or instruction, including any Trojan Horse time or logic bomb, worm, or any other destructive or disruptive code, media, program or interference.

#### **Consequential loss**

You're not covered for consequential loss other than as provided for elsewhere in this policy, liquidated damages, penalties for delay or detention, or in connection with guarantees of performance or efficiency.

#### **Contracts and agreements**

You're not covered for risk that you've agreed to if it wouldn't normally be covered under the terms and conditions of this public liability insurance.

The exceptions are:

- The conditions of any contract or sub-contract.
- Any other agreement that's been advised to, and accepted in writing, by us.

## Court-awarded damages

You're not covered for punitive, exemplary or vindictive damages, fines or penalties that are awarded in any court.

## Electrical or mechanical breakdown

You're not covered for loss, damage, or liability, which arises from an electrical or mechanical breakdown or explosion of any used property or plant.

## Excess

You're not covered for the excess amount/s stated on your policy schedule.

## Explosion

You're not covered for the loss of, or damage to, new insured property due to its own explosion, breakdown, or derangement, and which happens after 31 days from when the property operates under load conditions before the maintenance period starts.

## Faulty property

You're not covered for repairing, replacing, re-instating, or making good, any part of your insured property that's defective in material, workmanship, design, plan, or specification. If any such defect causes loss or damage that would otherwise be insured under this policy, we'll cover these costs, as well as the cost that would have been incurred to rectify the defects if the resulting damage hadn't happened.



**Please note: You're not covered for redesign, improvement, betterment or alteration when repairing, replacing, re-instating or making good lost or damaged property or plant.**

## Faulty workmanship

You're not covered for the cost of doing and redoing or making good faulty material, workmanship, plan, design or specification of your insured property.

## Heat damage

You're not covered for the loss of, or damage to, refractories, due to the application or withdrawal of heat.

## **Legal liability**

You're not covered for legal liability:

- That arises out of, or in connection with, the ownership, possession or use, by you, or on your behalf, of any mechanically propelled vehicle or trailer, except for mechanical plant while in operation as a tool of trade and the loading and unloading of such vehicle or trailer.
- That arises by, through or in connection with, the ownership, possession or use, by you or on your behalf, of any aircraft or watercraft.
- For damages or penalties for delay or detention, or in connection with guarantees of performance or efficiency.
- For any part of the insured property that's designed by you, or for any error or omission in any specification that's drawn by you.
- That arises from or in connection with any professional advice, or remedial or other treatment (other than first aid), that's given by you or by anyone acting on your behalf.
- That's caused by or in connection with vibration, or the intentional removal, weakening of or interference with, the support to any land structures, buildings or other property.

## **Loss of, or damage to, property**

You're not covered for items that you own, or are in your care, custody and control, that are, or should be, insured under 'Plant all risks'.

The exceptions are:

- Premises and structures (and their contents), and fixed plant and machinery, that you're temporarily occupying or using for the purpose of the insured contract.
- Property that's not hired by, or not on loan to, you but for which you've agreed to provide storage facilities.
- The clothing and personal effects of your directors, employees and visitors.
- Vehicles (and their contents) that are under your care, custody or control, for the purpose of parking.

## **Maintenance period**

You're not covered for the loss of, or damage to, insured property or plant, or part thereof, that happens during the maintenance period, except as provided for in 'What do we mean by'.

## **Occupational injury and illness**

You're not covered for:

- Injury to, or the illness of, employees and apprentices, if caused during the course of their employment with you.
- Amounts payable under legislation relating to occupational injury and illness.

## **Pollution**

You're not covered for death, injury, damage or loss of use of property that's directly or indirectly caused by seepage, pollution or contamination, except where it's caused by a sudden, unexpected incident.

You're not covered for the cost of removing, nullifying or cleaning up seepage, pollution or contamination, except where it's caused by a sudden, unexpected incident.

## **Unexplained loss**

You're not covered for unexplained losses or shortages revealed by stocktaking or inventory.

## **Wear and tear**

You're not covered for normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, erosion, corrosion, or oxidisation, unless it's a direct result of the loss of, or damage to, insured property or plant.

## **Grid interruption**

You're not covered for loss or damage that's directly or indirectly caused by:

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## **A. Transit and erection and B. Public liability for transit and erection**

### **Our T's and C's**

## **Admission**

No admission offer, promise, payment or indemnity may be made or given by, or on behalf of, you, without our written consent.

## **Automatic re-instatement**

The sum insured by this policy won't be reduced by any claim, and you agree to pay the premium for the amount of each claim for the pro-rata period that runs from the date of the incident giving rise to the claim to the next renewal, or the expiry, date of the contract.

## **Average: Except where stated as ‘first loss’ or ‘agreed’ value**

The sum insured that's stated on your policy schedule for each insured item must always be equal to the installed market value, unless stated otherwise. If an insured item is, at the time of its loss or damage by an insured incident, worth more than its sum insured then you're considered your own insurer for the difference and will bear a rateable share of the cost. This condition applies separately to each insured item.

## **Change of interest**

If amendments are made after this insurance starts, you're not covered for the item that's being amended until we issue an endorsement for it. If the insurance changes due to death or operation of law this condition won't apply, provided that you let us know as soon as is practical.

## **Contract works public liability**

Except for any difference in the excess amount, this insurance won't cover incidents for which there's also a contract works public liability policy with a cross liability clause in place, that covers the same risks.

## **Contribution**

If, at the time of any loss or damage covered by this policy, you have any other insurance (other than marine) we won't be liable for more than our rateable proportion of the payment. If such other insurance is subject to any condition of advantage, this policy will be subject to a similar condition.



**Please note: We won't be liable for damage which is or would be (but for the existence of this policy) insured by any marine policy.**

## **Cross liability**

Where ‘the insured’ comprises more than 1 person, this insurance shall apply to each such insured person separately and not jointly, and as if a separate policy has been issued for each such insured person.

## **Further claims**

Once we've paid a public liability claim, we have no obligation to pay further public liability claims arising from the same incident.

## **Interest of banks**

Where a bank or other financial institution has an interest in any insured item, their interests are noted, provided that:

- The policy is in force at the time of the loss of, or damage to, your insured item.
- You comply with all the requirements of the policy after the loss or damage.
- You tell us about this interest at the time of the loss or damage.

## **Joint insured**

You're covered for other people and parties to be included in this insurance, provided that they observe, fulfill, and are subject to, the terms, conditions and exceptions of this policy.

Such persons and parties include:

- Any other company, person or party (including any owner of plant or other items that you've hired or loaned) with whom you've entered into an agreement for the purpose of the insured contract, but only to the extent that this cover is a requirement of the agreement.
- Any officer or employee of yours, and your personal representative, who is being claimed against in your stead.
- Your personal representatives and parties, and any person or party that's treated as you in respect of liability incurred by you or by such person or party.

## **Notification**

After an incident that may give rise to a claim under this insurance, you or your representative must, as soon as reasonably possible:

- Tell us.
- Send us the incident details, in writing.
- Preserve any damaged or defective insured property.

## **Other parties' rights**

Only you, the policyholder, have rights in terms of this policy. Only you may claim on this policy, even if your cover extends to cover another party for their loss or damage. Payment to you will absolve us from any further liability to a third party.

## **Prescription**

We aren't liable for any loss of, or damage to, insured property after 12 months of the date of the incident giving rise to the claim, or such further time as we may allow, unless the claim is the subject of a pending court action or arbitration. If we reject a claim and you don't commence with legal action within 12 months of the date of the rejection, we're not liable for any benefits in respect of that claim.

## **Reasonable precautions**

You must take all reasonable precautions to maintain and keep your insured property safe and prevent loss or damage, including employing only steady and competent staff and ensuring that all buildings, ways, works, plant and machinery are substantial, sound, in proper order, and fit for the purpose for which they're used.

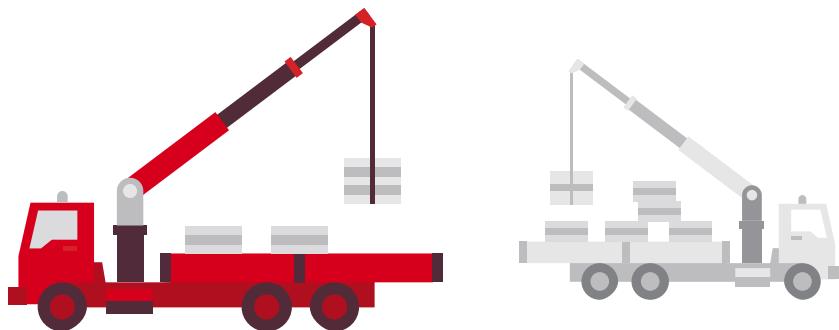
All Acts of Parliament, and all by-laws and directives made by statutory or local authorities, must be observed and complied with. If you find any defects or conditions of working that make the risk more hazardous than usual, you must tell us immediately, remedy these defects or conditions, and take additional precautions.

## **Sum insured**

Our liability doesn't exceed the sum insured stated on your policy schedule, for any 1 event or series of events arising from the same cause, including claimants' costs that are recoverable from you as well as costs and expenses that are incurred with our consent.

## **Suspension of insurance**

If any insured item is found to be in a condition that, in our opinion, is unsafe or worsens the risk, we reserve the right to suspend this insurance in respect of that item, by giving you verbal or written notice.



# Works damage



## In a nutshell...

This insurance covers you for the physical loss of, or damage to, plant and machinery, which is caused by the impact from falling, dropping, swinging, overturning or a collision, while on your premises. It also includes items that you're manufacturing, repairing, refurbishing or altering, which you own or have custody of, limited to the time that these items are being worked on.

## What's covered by the king

You're covered for the physical loss of, or damage to, plant and machinery, which is caused by the impact from falling, dropping, swinging, overturning or a collision, while on your premises. Insured plant and machinery is defined as:

- Plant and machinery that belongs to you and is stated on your policy schedule.
- Property that's owned by you or is in your care, custody or control, and is lost or damaged in the course of manufacture.
- Property that's in your care, custody or control, and is lost or damaged while being repaired, refurbished or altered.

## What's NOT covered by the king

### Acts of nature

You're not covered for the loss of, or damage to, insured items, that's caused by subsidence, landslide, rock-fall, storm, flood, inundation, hail, snow, earthquake or earth tremor (whether as a result of mining operations or not), or volcanic eruption.

You're not covered for loss, damage or liability due to you not immediately removing obstructions (like sand and trees) from watercourses, whether they're carrying water or not, in order to maintain free waterflow.



**Please note: You're covered for loss, damage and liability due to storm, flood and inundation if you took adequate safety measures while designing and executing the project. For this purpose, 'adequate safety measures' means that you make allowances at all times during the period of insurance for storm, flood and inundation up to a return period of 25 years, for the insured premises, on the basis of the stats prepared by the meteorological agencies.**

## **Collapse of buildings**

You're not covered for the loss of, or damage to, insured items, that's caused by buildings collapsing.

## **Consequential loss**

You're not covered for consequential loss, delay or interruption of your business, or liability of any nature except as described under 'What's covered by the king' in this section.

## **Expendable parts**

You're not covered for the loss of, or damage to, refractories, or exchangeable or expendable parts and tools, including, but not limited to, drill bits and cutters.

## **Fire extinguishing and lightning**

You're not covered for the loss of, or damage to, insured items, that occurs while extinguishing a fire, or from explosion or lightning strike.

## **Impact and falling objects**

You're not covered for the loss of, or damage to, insured items, that's caused by impact with, or by, animals, vehicles, aircraft or other aerial or space devices, or objects dropped from them, or sonic shockwaves.

## **Known defects**

You're not covered for the loss of, or damage to, insured items that's due to faults or defects known to you or your employees before policy inception or during the period of insurance, but not disclosed to us.



**Please note: You're also not covered for any consequences of these items being defective.**

## **Overloading and misuse**

You're not covered for the loss of, or damage to, insured items that have been deliberately overloaded, while you're doing tests or experiments that require abnormal conditions, that are caused by the misapplication of tools or equipment, or that are caused by risks that are part of any trade or manufacturing process.

## **Storage**

You're not covered for the loss of, or damage to, insured items, that happens during storage after manufacture, repair, refurbishing or alteration, unless stated as an endorsement.

## **Water**

You're not covered for the loss of, or damage to, insured items, that's caused by water, water that escapes from water-containing apparatus, leakage, or discharge from any sprinkler or other extinguishing agent.

## **Wear and tear**

You're not covered for the loss of, or damage to, insured items that's caused by inherent defects, normal wear and tear, slow-developing deformation or distortion, or any other gradual deterioration.

## **Grid interruption**

You're not covered for loss or damage that's directly or indirectly caused by:

- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## **Basis of indemnification**

### **Partial loss**

You're covered for the costs that are reasonably and necessarily incurred to restore damaged insured machinery to its working condition immediately before the damage occurred, including the costs of gaining access, dismantling and the re-erection, as well as ordinary freight and customs dues.

You're not covered for:

- The value of parts that can be re-used.
- The cost of any alteration, addition, improvement or overhaul that's done while repairing or replacing lost or damaged insured machinery.
- Any temporary repairs carried out by you without our consent, even if these are in the interest of safety or to minimise further loss or damage.
- Loss or damage that's caused by temporary repairs carried out by you without our consent.



**Please note: If the damage is restricted to a part, or parts, of insured machinery, we won't cover amounts greater than the value of the part/s, as allowed within the load limit.**

## Total loss

You're covered for the cost of removing machinery that's totally destroyed, minus the value of the remains, plus the lowest of:

- The cost of replacing or re-instating an item of equal performance, capacity, and age, but not superior to, or more extensive than, the insured item, as far as is practical, on the same site.
- The value of the insured item immediately before the loss or damage occurred, which is calculated by deducting reasonable equitable depreciation from the installed market value of the item.
- The local market value of an item of equal performance, capacity, and age, but not superior to, or more extensive than, the insured item.



**Please note: You're covered up to the amounts stated on your policy schedule, unless agreed otherwise as an endorsement.**

Insured machinery is regarded as totally destroyed if the repair costs are equal to, or exceed, the values defined above. We don't apply depreciation to machinery that's under 3 years of age. In any total loss incident, the load limit that's stated on your policy schedule will remain free from endorsement, and successful claims will be settled in line with the limits stated on your policy schedule.



## Our T's and C's

### Amounts claimable

If the basis of indemnity comprises mutually agreed and accepted amounts agreed as an endorsement then the amount claimable under partial loss will be as stated and those claimable under total loss will be amounts agreed as endorsement.

### Sum insured

The sum insured should represent:

- The market value of the insured plant and machinery at the start of the period of insurance. The agreed rate should be applied to this value to determine the premium. We'll review the sum insured at the start of subsequent periods of insurance.
- A reasonable expectation of your manufacturing turnover (all costs, free-issue materials and the like) under this insurance at the start of the period of insurance. The agreed rate should be applied to this turnover to determine the deposit premium. Within 60 days of the end of the period of insurance you must declare to us your actual manufacturing turnover, and we'll adjust your premium as the case may be, subject to any minimum deposit premium. Premium for subsequent periods of insurance will also be determined in this manner.
- A reasonable expectation of the value of the goods that will be under your care, custody or control during the period of insurance, as far as is practical, or an expectation of the fees that you'll generate for the services you render during the period of insurance. In both cases, the value will be applied to the respective agreed-on rate and a deposit premium will be determined. Within 60 days of the end of the period of insurance you must declare to us the actual applicable amount and we'll adjust your premium as the case may be, subject to any minimum deposit premium. Premium for subsequent periods of insurance will also be determined in this manner.



# Notes

