

Welcome to our kingdom

Engineering policy
document



kingprice.co.za

KingPrice[™]
INSURANCE

FSP no. 43862

PERSONAL ♦ BUSINESS ♦ SPECIALISED



Here's what's inside

Welcome to your very own King Price engineering policy document

Our contact details	3
Welcome to our family	4
Exclusions and T's & C's	5
General exclusions	11
The stuff you need to do	14
Our claims procedure	16
Contract works	20
Plant all risks	33
Advance loss of profit	54
Electronic equipment	61
Machinery breakdown	77
Machinery movement	92
Transit and erection	108
Works damage	121

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. We take our award-winning royal service very seriously.

For either complaints or compliments, you can email the king directly, at king@kingprice.co.za

Sasria contact details...

Phone	+27 11 214 0800/0861 72 77 42
Fax	+27 11 447 9630/0861 72 73 29
Reg no.	1979/000287/06
VAT no.	4140119340
FSP no.	39117
Email	contactus@sasria.co.za
Online	sasria.co.za
PO Box	653367, Benmore, 2010
Address	36 Fricker Road, Illovo, Sandton, 2196



Please note: Refer to the attached Sasria policy documentation 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 120 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 should you need to update your information, don't hesitate to give us a call on 0860 21 00 00. 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
FSP no. 43862

Exclusions and T's & C's

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 is not 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 30 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, 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 will not 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 30 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, should they be 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.

Should 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, and the courts of South Africa have jurisdiction.

Keeping it safe

Should 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.

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

We respect the confidentiality of your information and will never misuse it. For the sake of sound insurance practices, however, it's sometimes expected of insurers to share some information relating to claims, insurance and the financial history of their clients.

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

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

If your claim is rejected because we say that 1 or more of these exclusions apply, then you'll have the onus of proving the contrary.

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.

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.



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.

- 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.

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.

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.

Infectious epidemics

Any infectious epidemic or pandemic.

Nationalisation

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

Nuclear substances

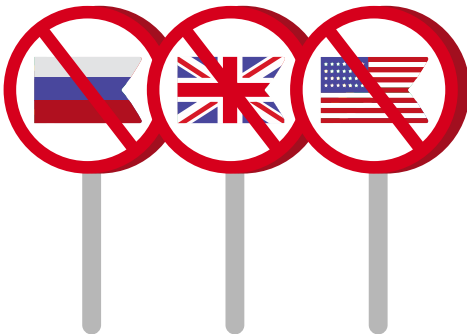
- Ionising radiation.
- Contamination by radioactivity from any nuclear fuel or waste, or from the combustion (including any self-sustaining process of nuclear fission).
- Nuclear explosions and nuclear weapons.
- Nuclear waste of any kind.

Riots, wars, political acts, terrorism or any such attempted acts

- 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 operations (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.



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. 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

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 Policy Holder 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

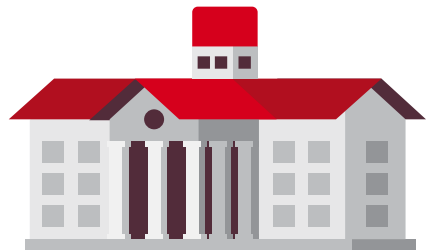
If you, or anyone acting on your behalf, submits a claim, or any information or documentation relating to any claim that's in any way fraudulent, dishonest or inflated, we'll reject that entire claim and cancel your policy retrospectively, from the date on which the incident has been reported, or from 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.



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.

Cover included

A. Material damage

Covers your contract site/s, 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.

B. Public liability for contract works

Covers the accidental loss of, or damage to, property, and the accidental death of other people, or injury to other people or their tangible property, as a result of your insured contract/s, as well as the related legal costs and expenses.



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 30 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, Namibia, Lesotho, Swaziland, 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.

Excluded contracts

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.



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.

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 for more than 90 consecutive days.

Consequential loss

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

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.

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.

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.

Should the loss or damage to this property be 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.

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.

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.



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.

What's NOT covered by the king

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, 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.

Excess

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

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.

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.

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.

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.

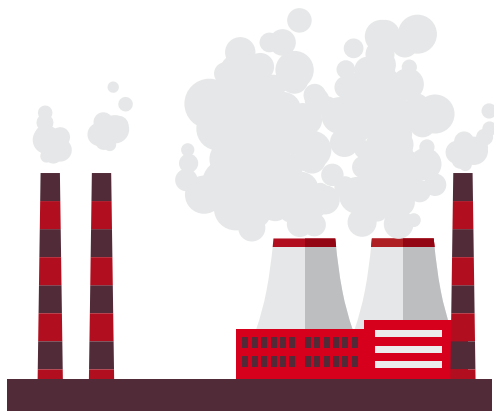
Pollution

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.

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.



Memoranda to A and B

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.

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 of 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.

General provisions to A and B

Cancellation (annual policies only)

This insurance, or any portion thereof, can be cancelled by us or by you, by giving 30 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, should the outstanding premium still not be paid, we will cancel this policy from the date that the first unpaid premium was due.

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.

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.



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 risk 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.

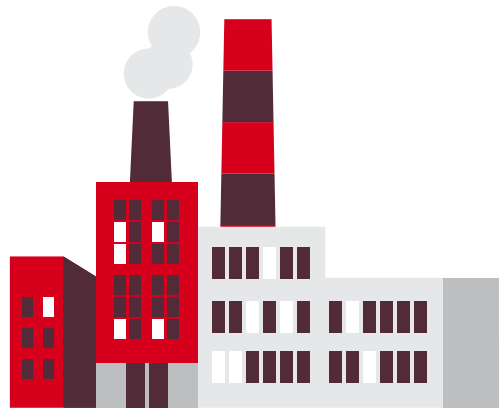
Cover included

A. Material loss or damage to your own plant and equipment

Covers the loss of, or damage to, the insured items stated on your policy schedule, which happens during the period of insurance and within the territorial limits, provided that the cause of the loss or damage isn't specifically excluded.

B. Hire-in costs following the loss of, or damage to, items insured under A and C (1)

Covers costs that are incurred during the period of insurance for hiring-in similar substitute plant and equipment, that's of equal performance and capacity, after the loss of, or damage to, the insured items stated on your policy schedule or insured under A or C (1).



C. Legal liability for material damage, and continuing hire charges for

1. Plant hired-in during the normal course of business:

Covers your legal liability under the terms of a hiring agreement you've entered into to pay compensation for the loss of, or damage to, hired-in items, subject to the limits, terms, conditions and exceptions of this insurance.

2. Plant hired-in following insured loss or damage under A:

Covers your legal liability under the terms of a hiring agreement you've entered into to pay continuing hire charges after the loss of, or damage to, hired-in items insured under C (1).



Please note: Also covers the legal expenses you're liable for in cases where proceedings against you are defended with our written permission.

D. Public liability for plant all risks

Covers plant which is insured under plant all risks, including plant that you own, and plant that's hired-in and -out. If your insured plant all risk items are hired-in, losses arising from defects aren't covered, but if they're hired-out, they're covered for defects.

E. Road risk liability for plant all risks

Covers accidents caused by, through, or in connection with, the vehicles stated on your policy schedule, as described in this section.



What do we mean by

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

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.

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 30 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 stated sum then you're liable for the difference in the event of a claim.

Cancellation

Either party may cancel this policy, or any portion thereof, by giving 30 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.

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.

Misdescription

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

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.



A and C (1)

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.

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, plus the lower 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.



By 'total loss' we mean...

The insured item is regarded as a total loss if the repair costs as defined in 'partial loss or damage' are equal to, or exceed, the value of the item immediately before the loss or damage.

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

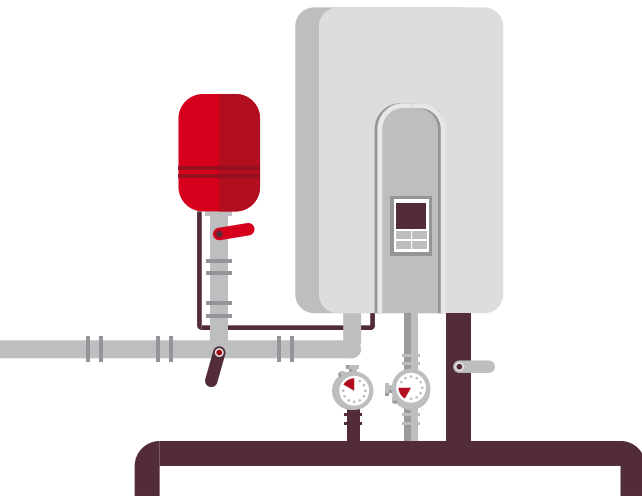
You're not covered for the loss of, or damage to, waterborne vessels or craft.

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.



Memoranda

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 and C 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

Conditions

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

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

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.

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.

What's NOT covered by the king

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.

The exception is:

- Watercraft that aren't self-propelled, weigh less than three tons (net), and are used on inland waterways.

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.



Extensions

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.

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.

Exceptions

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.



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.

What's NOT covered by the king

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.

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.



Memoranda

Contractual liability

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

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.

Laws and regulations

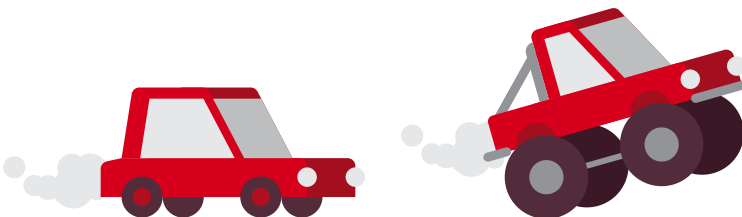
You're not covered for:

- 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.

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.



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

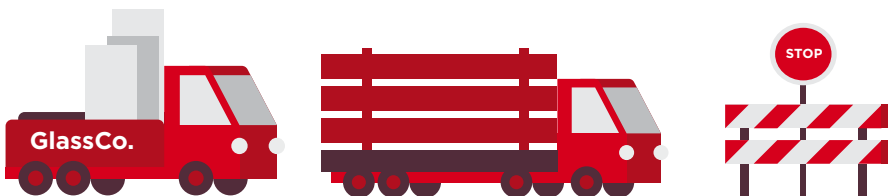
You're covered if the anticipated gross profit of the insured contract is negatively affected by loss or damage that's caused by insured risks that are covered, and claimed for, under King Price contact works insurance.

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.



Memoranda

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.

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:

- Load shedding, 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.

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.

Other premises

You're covered for the loss of, or damage to, any insured item, if this is caused by fire, lightning, explosion, storms, wind, water, hail, snow, tempests, floods, 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: The exception is the loss of, or damage to, insured items, due to tools being used incorrectly.**

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.



Special conditions

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.

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.**

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.

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.



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 cover re-instatement of data and business interruption, provided that the loss of data and increased cost of working are directly caused by the loss of, or damage to, your insured electronic equipment.

Cover included

A. Material damage

Covers the accidental loss of, or damage to, electronic equipment that's listed on your policy schedule.

Optional cover

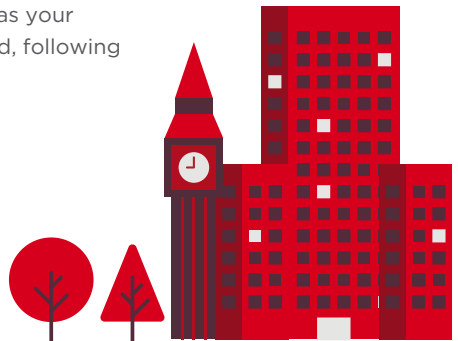
Cover more, pay a little more

B. Re-instatement of data

Covers 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 A.

C. Business interruption

Covers 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 A.



What do we mean by

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

Data-carrying media

Tapes, discs, magnetic cards and other material used to carry data in a form that can be directly assimilated by the insured equipment, but excluding input documents (like invoices and bills) and output that's printed by the insured equipment.

Indemnity period

The period that starts with the insured incident and ends not later than the number of months that's stated on your policy schedule, during which your business is affected as a result of the insured incident.

Maintenance agreement

The agreement or contract that sets out the terms for the maintenance of your insured equipment by the owners or suppliers of the equipment, or by companies that are approved by the owners or suppliers.

Period of insurance

Where the words '12 consecutive months of insurance, calculated from policy inception' appear, it should be interpreted literally, except where you request a different frequency of premium payments, as stated on your policy schedule. In which case the period you request should be interpreted as being of the same duration as the above wording.



General exceptions

Acts of nature

You're not covered for loss or damage, or liability, that's caused directly or indirectly, or as a result of, acts of nature including underground fires, volcanic eruptions or other convulsions of nature, tidal waves, subsidence or landslip.

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 or delay

You're not covered for loss or damage, or liability, that's caused directly or indirectly, or as a result of, consequential loss of any kind, or any delays.

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.

General provisions

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 lesser of R1,000 or 10% of the insured limit for the item stated on your policy schedule.

* **Please note: You're also covered for any additional amount incurred, up to the amount stated for additional claim preparation costs on your policy schedule.**

Collective policies

Where more than 1 insurer is providing cover for risks insured under electronic equipment, and is stated on your policy schedule as such, the word 'insurers' refers to all insurers, and 'insurer' refers to us.

Each insurer's liability is limited to the percentage set against its name on your policy schedule.

Excess

The amount for any claim that we pay will be reduced by the amount/s of the excess/es applicable to the insured risk/s being claimed for.

Payments on account

We may, at our discretion, pay to you amounts to cover your payments on accounts, if our payment of a valid claim is delayed pending finalisation.

Limitation of loss

Our liability for loss, damage or liability arising from 1 insured incident is limited to 1 section of this policy.



Clauses

Alteration and misdescription

This insurance won't be prejudiced by any alteration or misdescription of occupancy that's due to the transfer of processes or equipment, structural alterations to the insured premises or the acquisition of additional premises, or repairs to buildings or equipment, provided that you let us know as soon as possible after such an incident and you agree to pay any additional premium that's required.

Data back-up

Our liability for any insured incident falls away if you don't back-up all programmed information and store these back-up discs, and other data-carrying media, in a secure off-premises location or in a locked, SABS-approved fire-resistant cabinet, at least once a week.

Hire purchase and finance companies

You're covered for your contracted obligations to hire purchase and/or finance companies.

Intention to replace or re-instate

You're not covered if you don't tell us within 6 months of an insured incident, or such further time as we may allow in writing, that you wish to claim for any lost or damaged insured equipment.

Suspensive sale and lease agreements

You're covered for insured equipment that's under a suspensive sale or lease agreement, as is the owner of the insured equipment, provided that you let us know about these conditions upfront.

Temporary repairs

You're covered for the cost of necessary minor repairs or replacements following an insured incident, provided that you first report the incident to us, obtain a detailed cost estimate or prepare a separate job card, and retain these together with any replaced parts, for our inspection.

Tenants

You're covered for incidents caused by tenants on your premises, provided that you let us know as soon as you become aware of the insured incident and pay any relevant additional premium to ensure this cover.

General conditions

Adjustment of premium

When the premium for this insurance, or any section of it, is subject to adjustment, the adjustment will be made at the end of each consecutive 12 months of cover, calculated from the policy inception date, and you must keep adequate records of the circumstances leading to the adjustments, and must make these records available to us as required under this insurance or as requested.

Cancellation

This insurance, or any portion of it, may be cancelled by us, or by you, by giving 30 days' notice in writing to the other party, unless agreed otherwise on your policy schedule.

However:

- If you don't pay us, we'll cancel the insurance from the date that the premium was due to be paid.
- We may re-debit an unpaid premium the following month and, if this debit is also unsuccessful, we'll cancel the insurance from the date that the first premium was due to be paid.

Claims

In the case of an incident that may lead to a claim under this insurance, you must, as soon as possible and at your own expense:

- Let us know.
- Give us the details of any other insurance that may cover the same incident.
- Inform the police of any loss of property by theft, and take all practical steps to find the guilty party and recover the equipment.
- Co-operate with us, or our nominee, to minimise resulting loss, damage, injury or liability.
- Supply the full details of the incident, in writing, supported by proofs, additional information and sworn declarations if we ask for them.
- Forward any notice of a claim, writ, summons, or other legal process, that's connected to the incident, to us.



We won't pay a claim if:

- You make any admission or statement, or offer promise, payment or indemnity, without our prior written consent.
- 24 months have passed (or another period as stated in this insurance; or in the case of business interruption, 30 days have passed after the indemnity period has ended) since the insured incident, unless the claim is subject to your legal liability to third parties or is pending legal action.
- It's rejected and you don't commence with legal action within 12 months of the rejection.

Fraud

We won't pay a claim if any:

- Claim under this insurance is any way fraudulent.
- Fraudulent means or devices are used by you, or anyone acting on your behalf, to obtain any benefit under this insurance.
- Loss, damage or liability that's being claimed for is caused by a wilful act, or with your support or knowledge.

General

This cover will be void, with respect to any item or section, or in its entirety, if:

- There is misrepresentation, misdescription or non-disclosure, by you, of any relevant information.
- Your interest in the insured equipment ceases, except by will or operation of law, unless otherwise accepted by us in writing.
- The risk of accident, loss, damage or liability increases, except if provision for such change is made under this cover, or if we've given prior written consent for such change.
- You breach any warranty.

Monthly, quarterly and half-yearly policies

Premiums for monthly, quarterly and half-yearly policies must be received by us within 30 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 insurances

We aren't liable for any insured property that is, or but for the existence of this insurance would be, covered or insurable under a marine insurance policy, except for any amount over and above what the marine insurance would've paid out.

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

Our rights

In the case of an insured incident we, or our nominee, may, without incurring any liability or diminishing our rights:

- Take, enter, or keep possession of, any damaged insured equipment and deal with it in any reasonable manner. However, this condition doesn't enable you to abandon any equipment with us, whether or not we already have the equipment.
- Take legal action in your name with respect to any recovery or contribution to a claim.
- Take over and conduct, in your name, the defence and settlement of any claim.
- Provide for a third party liability claim by paying the limit of liability, or a lesser sum for which the claim can be settled, which includes legal fees and other expenses that we agreed to and were incurred before the date of the payment, directly to you.

Prevention of loss

You must take all reasonable precautions for the maintenance and safety of the insured equipment, and to prevent incidents that could lead to the loss or damage to the insured equipment.

Re-instatement of sum insured

To prevent the sum insured under a particular section being reduced by the amount of a claim you must, if required, pay a pro-rata premium that's based on the amount of the claim, from the date of the replacement or re-instatement of the insured equipment (whichever is the later) until the end of the period of insurance.

A. Material damage

What's covered by the king

Partial loss

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

If damage is restricted to a part or parts of insured equipment, our liability is limited to the value of the part/s as allowed for within the sum insured that's stated on your policy schedule.

If no replacement or repair is possible because parts are unavailable or the damaged equipment is obsolete, we'll cover the estimated cost of replacement of repair had the parts been available, but limited to the lesser of the cost of replacement or repair of like damage to similar available equipment, and the value of your insured equipment as stated on your policy schedule.

You're not covered for:

- The value of parts that can be re-used.
- The cost of any alteration, addition, improvement or overhaul done while repairing or replacing lost or damaged insured equipment.
- 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.

Total loss

You're covered for the total loss of, or damage to, equipment.

If this equipment is younger than 5 years, the amount payable is the cost of replacing or re-instating the equipment with equipment of the same kind or type, which isn't superior to, or more extensive than, the insured equipment when it was new. This includes freight and erection costs, customs duties, plus the cost of removing the destroyed equipment, minus the value of the remains.

If this equipment is older than 5 years, the amount payable is the cost of replacement at market value, plus the cost of removing the destroyed equipment, minus the value of the remains.

In both cases, the work must be started and carried out with reasonable dispatch. If not, no payment beyond the amount that would have been payable if these re-statement value conditions had not been incorporated herein shall be made

In both cases, if the cost of replacing or re-instating lost or damaged insured equipment is greater than the insured amount that's stated on your policy schedule, we'll deduct this difference in value before paying out your claim.

If no replacement or repair is possible because parts are unavailable or the damaged equipment is obsolete, we'll cover the estimated cost of replacement of repair had the parts been available, which we'll calculate by deducting equitable depreciation from the installed replacement value of the new equipment.

What's NOT covered by the king

Consequential loss

You're not covered for consequential loss of any kind.

Excess

You're not covered for the amount that's stated on your policy schedule as the excess, unless the insured incident is due to fire or explosion.

Expendable parts

You're not covered for expendable parts, including (but not limited to) X-ray tubes, cathode ray tubes, valves, fuses, belts, bands, and objects made of glass, porcelain or ceramic.



Please note: If these parts are damaged as a result of an insured incident, you're covered for their residual values.

Improvements

You're not covered for the cost of any alteration, addition, improvement or overhaul that's done while repairing or replacing lost or damaged insured equipment.

Supplier liability

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

Theft

You're not covered for the loss of insured equipment due to theft, or the disappearance of insured equipment, unless there's proof of forcible and violent entry to, or exit from, the building that's stated on your policy schedule.

You're not covered for the loss of insured equipment due to theft from unattended vehicles, unless the equipment is out of sight in a completely closed and securely locked vehicle or the vehicle is in a securely locked building, and entry to the vehicle or building is accompanied by forcible and violent entry or exit.

Wear and tear

You're not covered for wear and tear that's due to ordinary use or working, or gradual deterioration, rust, erosion, corrosion, oxidisation, or scratched paint or polished surfaces.



Clauses

Building regulations

You're covered for costs incurred through compliance with building, or other, regulations of any public authority, while repairing or re-instating damaged equipment, provided that your damaged equipment is repaired or re-instated without undue delay.

You're not covered for:

- Anything for which notice had been served on you before the insured incident.
- Anything connected with undamaged equipment or undamaged parts of your equipment.
- Rates, taxes, duties, development and other charges payable under these regulations, due to capital appreciation of your insured equipment.

Capital additions

You're covered for the cost of alterations, additions and improvements to your insured equipment, up to 25% of its insured value, provided that you tell us when these alterations, additions and improvements are made, and agree to pay any relevant additional premium to ensure this cover.



Please note: You're not covered if the increase in value exceeds the sum insured that's stated on your policy schedule.

Demolition and debris removal

You're covered for the costs of necessary demolition and removal of debris, and the erection and maintenance of hoardings during demolition or rebuilding, provided that your damaged equipment is repaired or re-instated without undue delay.

Extra charges

You're covered for overtime, night work and work on public holidays, as well as express or airfreight transport, related to the replacement or repair of insured equipment, limited to a maximum of 50% of the claim cost.

Fire brigade

You're covered for the charges of fire brigade services.

Municipal plans

You're covered for fees incurred for the examination of municipal or other plans, provided that your damaged equipment is repaired or re-instated without undue delay.

Professional fees

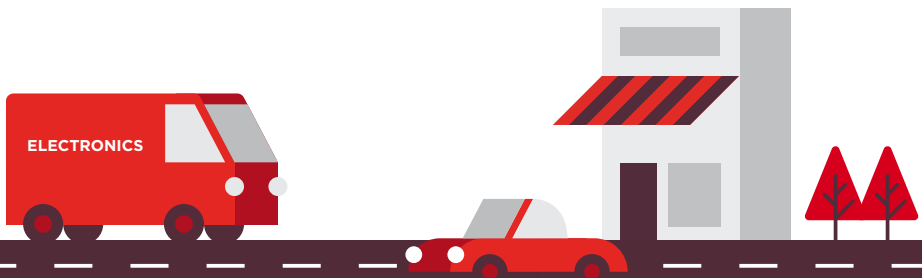
You're covered for the professional fees of architects, quantity surveyors and other consultants, provided that your damaged equipment is repaired or re-instated without undue delay.

Temporary removal

You're covered for insured equipment that's temporarily moved in, or from, your premises for alteration, cleaning, repair, renovation or similar processes, up to 15% of the insured value that's stated on your policy schedule.



Please note: You're covered while your insured machinery is in transit for these purposes, provided that the transit is via rail, road or inland waterway.



B. Re-instatement of data

Cover more, pay a little more

What's covered by the king

Re-instating data

You're covered for reasonable, necessary costs that are incurred while recapturing and/or restoring information in data-carrying media to a level that's equivalent to, but not more extensive than, the information that was held immediately prior to an insured incident.

What's NOT covered by the king

Errors and viruses

You're not covered for costs arising from false programming, punching or labelling, the inadvertent cancelling of data or discarding of data or media, the modification or corruption of data due to computer viruses and similar occurrences, or loss of data caused by magnetic fields.

Excess

You're not covered for the amount that's stated on your policy schedule as the excess, unless the insured incident is due to fire or explosion.



C. Business interruption

Cover more, pay a little more

What's covered by the king

Interruption due to loss or damage

You're covered for times when your business (at the insured premises that's stated on your policy schedule) is interrupted or interfered with, due to the accidental loss of, or damage to, your insured equipment.

The amount payable will be the additional expenditure that's necessarily and reasonably incurred to avoid or diminish the interruption of, or interference with, your business after an insured incident, minus any costs that cease or are reduced during the indemnity period as a consequence of the insured incident.

What's NOT covered by the king

Alterations and additions

You're not covered for the interruption of, or interference with, your business, that's caused by alterations, additions, improvements or overhauls being done after an insured incident, or that happens while such work is being carried out.

Obsolescence and delay

You're not covered for the interruption of, or interference with, your business, that's aggravated by obsolescence, your unwillingness to replace or re-instate the lost or damaged insured equipment, or you failing to replace or re-instate the equipment within a reasonable timeframe.

Time excess

You're not covered for the interruption of, or interference with, your business, that happens during the time excess that's stated on your policy schedule.

Extensions

Interruption due to power failure

If stated on your policy schedule, you're covered for the loss of, or damage to, insured equipment that's caused by the failure of the public supply of electricity at the terminal ends of the supply authority's in-service feeders at your premises, due to any accidental cause, but excluding drought and a shortage of fuel at power stations.

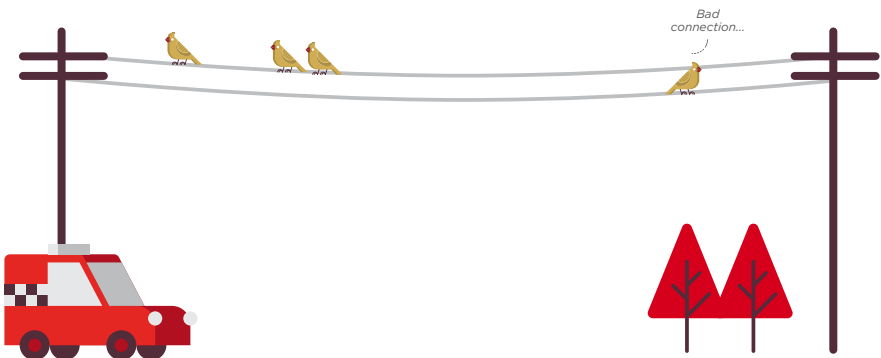
* **Please note: You're also covered for any additional amount incurred, up to the amount stated for additional claim preparation costs on your policy schedule.**

You're covered from 12 hours after the incident, until the fourteenth day.

Interruption due to Telkom lines

If stated on your policy schedule, you're covered for costs that you necessarily and reasonably incur to replace or re-instate insured equipment following damage to the Telkom access lines.

* **Please note: You're covered from 24 hours after the incident, until the fourteenth day.**



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.

Cover included

A. Machinery breakdown

Covers sudden and unforeseen damage to the machinery that's stated on your policy schedule.

B. Machinery consequential loss

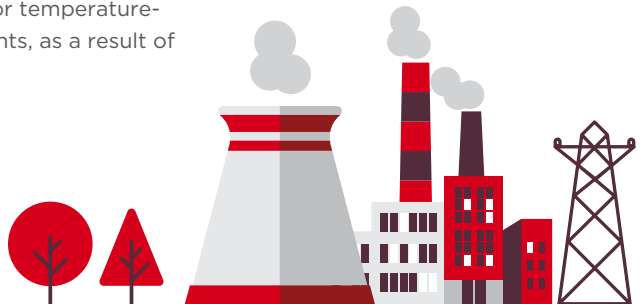
Covers interruptions to, or interference with, your business due to damage defined in A.

Optional cover

Cover more, pay a little more

C. Deterioration of stock

Covers deterioration or contamination of stock in refrigerated or temperature-controlled environments, as a result of damage defined in A.



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 prior to 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)

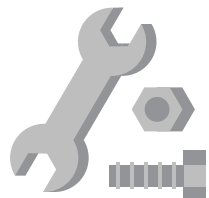
As stated on your policy schedule.

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 prior to the date of an insured incident.

Standard turnover

The turnover during the 12 months immediately prior to 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.



A. Machinery breakdown

What's covered by the king

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.

Provisos

Amount claimable

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

Our discretion

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

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.



Clauses

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.

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 as 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.

Special exceptions

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.

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.
- Storms, floods, hail, snow, earthquakes, subsidence, landslides, avalanches, hurricanes, cyclones, volcanic eruptions 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

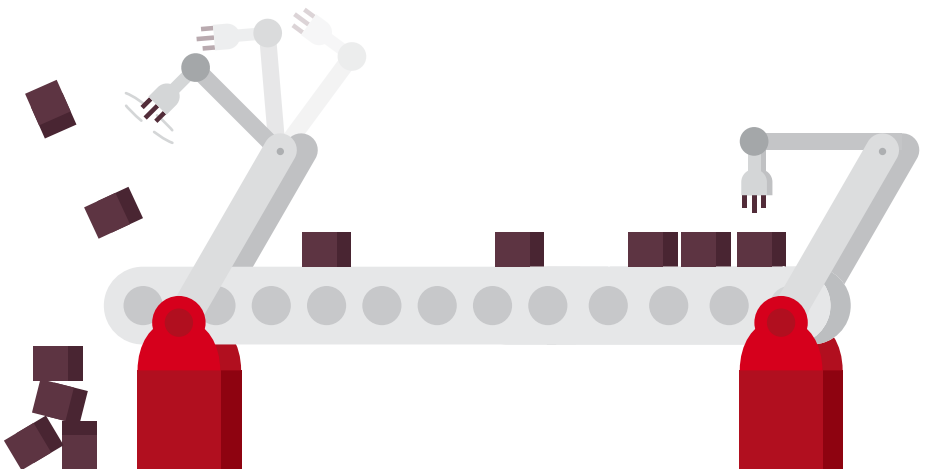
You're not covered for the wasting, wearing away or wearing out of any part of insured machinery that's caused by, or results from, ordinary use, or other gradual deterioration, but you're covered for any incidents resulting from such wear and tear.

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.



B. Machinery consequential loss

What's covered by the king

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.

Clauses

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.

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.

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.

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.

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.

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.

General conditions

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.

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.

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 30 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, should the outstanding premium still not be 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.

Claims 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.

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 30 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 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-imbusement 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.

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 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.

C. Deterioration of stock

Cover more, pay a little more

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 total is limited to the sum insured that's stated on your policy schedule.

What's NOT covered by the king

Exceptions

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 this is caused by an insured risk.

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.

Cover includes

A. Machinery movement

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.

Optional cover

Cover more, pay a little more

B. Removal of support

Covers the costs and expenses that you may be liable for as compensation related to incidents involving shock, vibration, or the removal or weakening of, or interference with, support to property, related to the insured contract.

C. Public liability for machinery movement

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.



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 prior to moving it.

Employer's property

Property that's next to, or surrounding, your insured property (as defined in 'Memoranda').

Erection

Erection (as defined in 'Memoranda') of the insured property at the designated site.

Maintenance

The maintenance or guarantee period (as defined in 'Memoranda') 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.

Public liability

Liability to third parties.

Repair

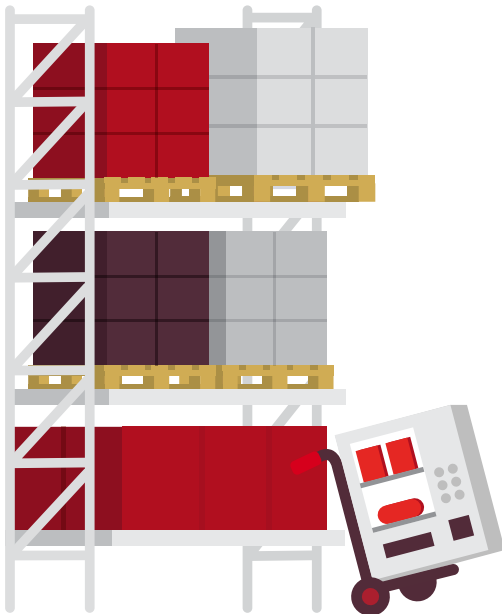
Work, modification, repair or overhaul of your insured machinery.

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.



A. Machinery movement

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.

What's NOT covered by the king

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.

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 30 days from when the machinery operates under load conditions before the maintenance period starts.

This 30-day limit is not necessarily 30 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.

Glass

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

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 oxidation, unless it's a direct result of the loss of, or damage to, insured machinery.

Memoranda

Cancellation

This policy, or any portion of it may be cancelled by us, or by you, by giving 30 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)'.

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.

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 30 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.

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.



B. Removal of support

Cover more, pay a little more

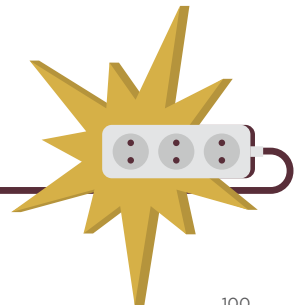
What's covered by the king

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.



C. Public liability for machinery movement

Cover more, pay a little more

What's covered by the king

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, except if the watercraft isn't self-propelled, weighs less than 3 tons (net), and is used on inland waterways.

*** Please note: You're covered for liability that arises from, or in connection with you being a passenger in any aircraft or watercraft.**

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.

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.

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.

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 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.



Memoranda

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.

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.

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.

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.

General conditions to A, B and C

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.

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.

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.

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.

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.

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.

Cover includes

A. Transit and erection

Covers you for the physical loss of, or damage to, property that's stated on your policy schedule, which happens while the insured property is in transit or being erected.

B. Public liability for transit and erection

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.



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 30 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

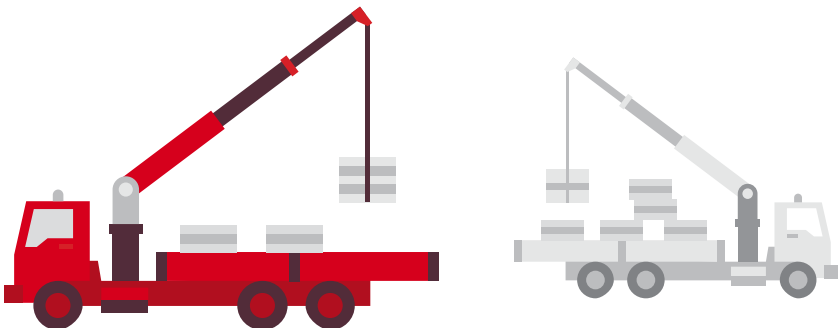
Storing your insured property or plant at the premises stated on your policy schedule.

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.



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.

Exceptions

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.

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 30 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.



Heat damage

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

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'.

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.

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 oxidation, unless it's a direct result of the loss of, or damage to, insured property or plant.



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-instating 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.

General conditions

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 at all times 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.

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.

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 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.

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.

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.

B. Public liability for transit and erection

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.

What's NOT covered by the king

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

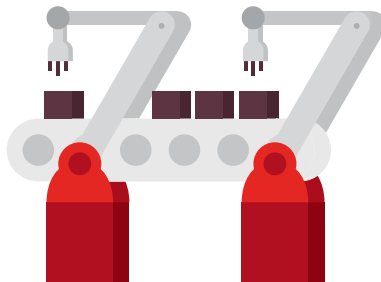
You're not covered for punitive, exemplary or vindictive damages, fines or penalties that are awarded in any court.

Excess

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

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.



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.

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.

Conditions

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

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

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.

Our liability doesn't exceed the amount 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.

Memoranda

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.

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.



Works damage



In a nutshell...

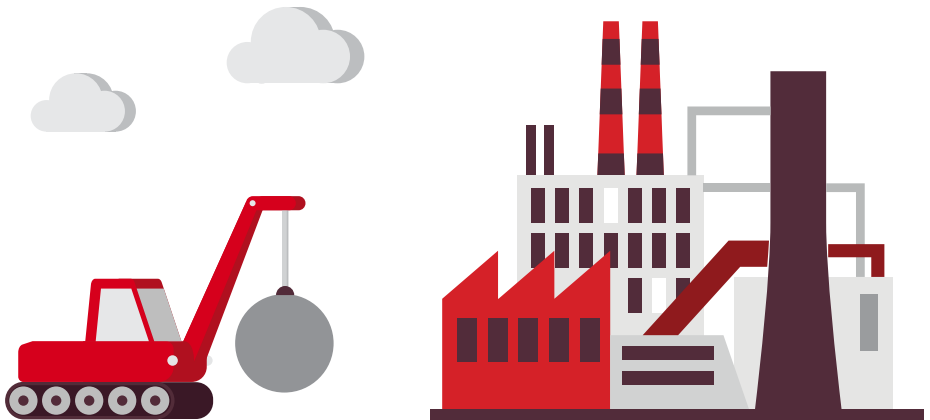
This insurance covers you for the physical loss of, or damage to, plant and machinery, which is caused by the impact from falling, dropping, swinging, overturning or a collision, while on your premises.

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, storms, floods, inundation, hail, snow, earthquakes or earth tremors (whether as a result of mining operations or not), or volcanic eruptions.

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

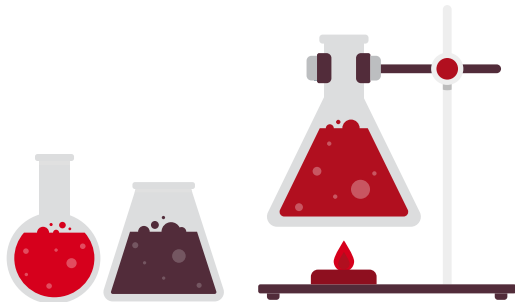
You're not covered for the loss of, or damage to, insured items, that's caused by water, water that escapes from water-containing apparatus, leakage, or discharge from any sprinkler or other extinguishing agent.

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.



Please note: You're covered for any incidents that arise from this wear and tear or deterioration.



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.

Memoranda to basis of indemnification

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.

Basis of declaration and premium adjustment

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.





THANK YOU
FOR VISITING
SEE YOU SOON!

