

# Agri

# insurance

Policy document

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

Licensed insurer | FSP no. 43862

*KingPrice*™  
INSURANCE

# Here's what's inside

## Welcome to your very own King Price policy document (KPPD)

*Click here*

Welcome to our family	3
General exceptions, conditions and provisions	4
Our claims procedure	21
Fire	26
Buildings combined	45
Office contents	59
Business interruption	70
Accounts receivable	80
Theft	84
Money	87
Glass	93
Fidelity	96
Goods in transit	102
Business all risks	108
Accidental damage	112
Public liability	118
Employers' liability	133
Stated benefits and group personal accident	137
Motor	143
Electronic equipment	166
Machinery breakdown	176
Machinery breakdown: Business interruption	182
Machinery breakdown: Deterioration of stock	191
Cybersure	194
Irrigation systems	208
Livestock and game	218
Buildings, home contents and portable possessions	234
Watercraft	256
Sasria	264
<b>Annexure</b>	
Post-mortem technique and sample collection	268

# Our **contact details**

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

Policy admin line	0860 21 00 00
Email	<a href="mailto:agri@kingprice.co.za">agri@kingprice.co.za</a>
Online	<a href="http://kingprice.co.za">kingprice.co.za</a>
Submit a claim	<a href="mailto:agri@kingprice.co.za">agri@kingprice.co.za</a>

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

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

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

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

# Your very own agri KPPD

King Price  
policy document

## Congratulations

### Your agri 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 over 280 pages. And it's comprehensive. As you read it, you'll find words like 'infectious epidemics' and 'capital'. Not to mention... 'mortgagee'.

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 farming business. It explains the cover your business will 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 go read this, check all the details on your policy schedule and make sure that you fully understand the policy wording. If anything is unclear at all, or if you need to update your information, don't hesitate to chat to your broker. It's in your best interest to do so.

**Remember, incorrect details = incorrect cover for your business.**

Royal regards,



King Price  
0860 21 00 00  
[agri@kingprice.co.za](mailto:agri@kingprice.co.za)

[Click here](#) for the most up to date version of this KPPD.

04/23

# General exceptions, conditions and provisions

These general exceptions, provisions, and terms and conditions, apply to all aspects of your business insurance policy with King Price.

## **Please note:**

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

## **References to 'you', 'your' and 'insured'**

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

## **References to 'we', 'us', and '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 [agri@kingprice.co.za](mailto:agri@kingprice.co.za)

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

## **References to the 'broker' and 'intermediary'**

The insurance broker or broking company appointed by you to act as your intermediary with us, and which has the right to administer your policy on your behalf.

## **Your insurance contract**

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

**Remember, incorrect details = incorrect cover.**

## Policy schedule

The term 'policy schedule' 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.

## Countries where you're covered

The following sections are covered worldwide:

- Business all risks.
- Portable electronic equipment.
- Stated benefits.
- Group personal accident.

All other sections are covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

## Jurisdiction

This policy is subject to the laws of South Africa.

## Taxes and VAT

All King Price premiums, insured values and excesses payable are inclusive of all taxes and VAT.

## General exceptions... Things NOT covered by the king

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

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

### Asbestos

You're not covered for any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, as a consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

## Computer losses

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether insured property or not.

You're not covered for the incapacity or failure of any computer (including data processing equipment, microchip, integrated circuit or similar device in a computer or non-computer equipment) to capture, save, retain or access any data, code or information as a result of:

- Any program error, incorrect entry or inadvertent cancellation of data or programs.
- Any virus, corruption, malware, Trojan horse, time or logic bomb, worm or any other destructive or disruptive code, media or program.

You're not covered for loss, damage, liability or expense that's directly or indirectly caused by the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

## Cyber loss

You're not covered for any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data; regardless of any other cause or incident contributing concurrently or in any other sequence thereto, unless specifically insured under the 'Cybersure' section.

## What we mean when we say...

<b>Cyber loss</b>	Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.
<b>Cyber act</b>	An unauthorised, malicious or criminal act or series regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

<b>Cyber incident</b>	<ul style="list-style-type: none"> <li>• Any error, omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system.</li> <li>• Any partial or total unavailability or failure, or series of related partial or total unavailability or failures to access, process, use or operate any computer system.</li> </ul>
<b>Computer system</b>	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility, owned or operated by you or any other party.
<b>Data</b>	Information, facts, concepts, code or any other information of any kind that's recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.
<b>Data processing media</b>	Any property insured by this policy on which data can be stored but not the data itself.

## Physical loss or damage to property

You're covered, subject to all the T's and C's, limitations, endorsements and exclusions, for the physical loss or damage to property caused by any ensuing fire or explosion which results directly from a cyber incident, unless the cyber incident is caused by, contributed to by, resulting from, arising out of or in connection with a cyber act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act.

## Cost to repair and replace

You're covered for the cost to repair or replace the data processing media including the costs of copying the data from back-up or from originals of a previous generation.

### Please note:

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

## **Confiscated, forfeited, detained or stolen property**

Property that's been legally detained, forfeited or confiscated, including any property that was previously stolen and not legally in your possession, irrespective of whether you knew the property was stolen.

## **Consequential loss**

You're not covered for consequential loss or damage, except if it's specifically noted on your policy schedule that damage or loss of this nature will be covered.

## **Contamination or pollution**

You're not covered for any legal liability, loss or damage that's directly or indirectly caused by pollution, contamination or seepage.

## **Contractual liability**

You're not covered for any loss arising from any breach of contract or agreement.

## **Electronic smoking devices, eCigarettes and eLiquids**

You're not covered for liability, including loss, costs and expenses, that arise directly or indirectly out of, result from or as a consequence of, or are related to, electronic smoking devices, eCigarettes and eLiquids, whether or not there's a related cause of loss that may have contributed concurrently or in any sequence to a loss, cost or expense.

An electronic smoking device is a battery-powered device that delivers a vaporised inhalable substance through a mouthpiece including, but not limited to, battery-powered cigarettes, pipes, cigars, hookahs and vaporisers, but excluding steam inhalers, mist inhalers and vaporisers used for medical purpose. This exclusion includes the design, manufacture, distribution, sale, maintenance, use and repair of such device, and the inhalation of vapour delivered from such device. An eLiquid or eJuice means the nicotine solution, flavouring or any other substance used in an electronic smoking device, including the design, manufacture, distribution, sale, maintenance or use or such liquid or juice.

## **Excluded perils**

You're not covered for loss or damage:

- As a result of any cause that wasn't sudden and unforeseen.
- As a result of consumable parts or parts with a limited lifespan.
- That's recoverable under any maintenance or lease agreement.

- That happens while any item is undergoing tests of any kind, is deliberately overloaded or is being used in a manner, or for any purpose other than it's designed for.
- Directly or indirectly caused by:
  - Inherent vice or defect, gradual deterioration or depreciation, including rising damp and wear and tear, rust and mildew, or fading and perishing.
  - A rise in the underground water table or pressure caused by it.
  - Insufficient lubrication or lack of oil or coolant.
  - Electronic, mechanical, or electrical breakdown, defect or failure.
  - Servicing, maintenance, cleaning, repairing, dyeing, restoring, bleaching, alterations or renovations.
  - Pests or insects.
- Caused by defects in the design or construction of the building, or if the structure wouldn't have been approved by the relevant local authorities at the time of construction.

## Illegal activity

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.

## Communicable disease

You're not covered for any loss, damage, liability, claim, cost, or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Please note:

**A communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where the:**

- **Substance or agent includes, but isn't limited to a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not.**
- **Method of transmission, whether direct or indirect, includes but isn't limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.**
- **Disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to deterioration of, loss of value of, marketability of or loss of use of property.**

## Nationalisation

You're not covered for nationalisation, confiscation, commandeering or requisition by any lawfully-constituted authority.

## Nuclear risk

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

- Nuclear reaction.
- Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.
- The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.
- Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.
- The radioactive, toxic, explosive or other dangerous properties of any radioactive material.

### **Please note:**

**For the purpose of this exception only, 'combustion' includes any self-sustaining process of nuclear fission.**

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

You're not covered for:

- Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity that's calculated or directed to bring about any of the foregoing.
- War, invasion, act of a foreign enemy, hostility or warlike operation (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government, or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.
- The act of any lawfully-established authority to control, prevent, suppress or in any other way deal with any happening referred to above.

- This agreement doesn't cover loss or damage that's caused directly or indirectly by, through or as a consequence of any happening for which a fund has been established in terms of the War Damage Insurance and Compensation Act No. 85 of 1976 or any similar act operative in any of the territories to which this agreement applies.
- Notwithstanding any provision of this agreement including any exclusion, exception or extension or other provision not included herein that would otherwise override a general exception, this agreement doesn't cover loss of or damage to property or an expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.
- For the purpose of exception to loss or damage caused by terrorism that's stated above, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of people, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

### **Sasria and/or National Special Risks Insurance Association covers**

You're not covered for material damage and consequential loss, directly or indirectly related to, or caused by any of the perils that fall within the scope of cover granted by Sasria and/or National Special Risks Insurance Association.

### **Sanction limitation**

You're not covered, and we won't make any payment or provide any benefit, that would expose us to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Scams or fraud**

You're not covered for loss or damage arising from scams, fraud, theft by false pretences or any other arrangement where you voluntarily hand over your property to a third party with the intention of selling such property.

### **Work stoppage**

Total or partial stoppage or slowing down of any work, process or operation.

## Grid interruption

You're not covered for any loss, damage, liability, claim, cost, exposure, expense or another sum of any nature, including any consequential loss, that's directly or indirectly, regardless of any other cause or incident contributing concurrently or in any other sequence, caused by, related to, resulting from, or arising out of, the following:

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

### **Please note:**

**You're covered for loadshedding as stated in this KPPD and any specific conditions noted on your policy schedule.**

## What we mean when we say...

<b>Grid interruption</b>	An interruption or suspension of electricity supply from any electrical power supply network to any end user for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier to generate, transmit or distribute electricity, or otherwise.
<b>Loadshedding</b>	The intentional, total or partial, withholding of electricity supply (from any source) by any party other than you, implemented in phases which don't affect a municipality (including local, district, regional or any other level that's created by law) or province or the country at the same time.
<b>Consequential loss</b>	Consequential loss arising from grid interruption includes but isn't limited to: <ul style="list-style-type: none"><li>• The interruption of other utilities such as water, sewage, and telecommunications systems, whether provided by public or private entities.</li><li>• Possible delays on claims due to the unavailability of spare parts, stock, replacement items, and running out of your car hire period.</li></ul>

## **General conditions**

**These general conditions apply to all aspects of your insurance policy contract.**

### **Insurable interest**

You may only insure property in which you have an insurable interest. You only have insurable interest in an item if you'll suffer a direct financial loss following a valid claim.

### **Limit of indemnity**

The amount payable, inclusive of any legal costs recoverable from you by a claimant for an incident, won't exceed the insured value as noted on your policy schedule.

### **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 an item for R100,000 elsewhere and the same item 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.

### **Period of insurance**

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

### **When it starts**

The commencement date (starting date) of your cover is the date on which we agreed that the policy should start. Your first premium will also be paid by this date.

### **Your premium**

Your premium is the amount that you need to pay in advance and any pro rata amount, on the agreed payment date, to enjoy the cover you chose. The premium can be paid annually, bi-annually, quarterly or monthly. Your choice, our pleasure.

### **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.

## And if you don't pay

Where your premium is paid quarterly, bi-annually or annually, the premium is due and payable on or before the inception or renewal date. You'll have a grace period of 15 days from the inception or renewal date to pay us. Should your premium not be paid within the grace period, your policy will be cancelled from inception or renewal. If you make a payment, your claim will only be considered if it occurs after the payment date. Your policy will also then remain in force.

Where the premium is paid monthly and your debit order is returned by your bank, and your insurance premium due to us isn't paid as a result of that:

- You'll have a grace period of 15 days from the date of payment that's been agreed between you and us (as noted on your policy schedule) to correct the situation and pay us. If your premium is paid on a monthly basis, the 15-day grace period will start from the second month that you're insured with us.
- If the premium remains unpaid, you'll unfortunately not be covered for the full period that would've been covered by this unpaid premium. This break in cover may also result in your policy being re-rated.
- If you want to claim for an incident that happens during this 15-day grace period, the approval of such a claim will only be considered once we've received your premium payment in full, and no later than the 15th day of the grace period.
- A claim will only be considered if it occurs after a successful premium payment.

### **Please note:**

**Your policy will automatically cancel when your monthly premiums aren't paid for 2 consecutive months, either on 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.**

**Remember, no premium paid = no cover.**

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 asked us to deduct your premium.

## 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.

## 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.

## **Stick to the regulations**

Where applicable to your business activities, employees, clients, goods, services and products, whether manufactured, produced or supplied, you must comply with:

- All relevant legal, statutory and regulatory provisions, and municipal and provincial regulations.
- All legal requirements, manufacturers' recommendations and best practices relating to your business, its employees, clients and the goods and services manufactured or supplied by you.
- Best practice guidelines.
- The Short-term Insurance Act No. 53 of 1998 as amended, as well as the Insurance Act No. 18 of 2017.

## **Breaching conditions**

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 necessarily affect the policy in respect of the other risks.

## **Declaration basis/premium adjustments**

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

## **Verification of cover**

- Please check all details on your policy schedule carefully and contact your broker or let us know immediately if any details are incorrect.
- If you don't contact your broker or let us know within 14 days of the date on which your policy schedule was emailed, posted or handed to you, the information contained therein will be regarded as correct.
- Make sure that the insured values are realistic and that you're neither over-insured nor under-insured.

## Tell the truth

Any material misrepresentation, misdescription or non-disclosure will render voidable the particular item, section or sub-section of the policy.

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 the 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.**

## Tell us

Tell us immediately about 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.

### **Please note:**

**This includes changing the nature of business or any business activities that may affect the risk.**

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

- Personal and business information: All of your personal and business details noted on your policy schedule are very important.
- Nature of business: Any changes to the business activities.
- Address: If your address has changed because you or your business have moved.
- Vehicle details: Any changes to the ownership of vehicles, the regular drivers, the type of use for vehicles, or where vehicles are parked.
- Financial status: Anything we need to know about your financial position or that of any principal, director, member or partner. 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: Let us know about any alterations, additions or improvements that are made to insured buildings.
- Any other factors that may influence cover.

## **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, clients and the goods and services manufactured or supplied by you.
- Maintaining the insured property or items in a fit and sound condition.

## **Hot works permit**

You're not covered if you fail to get a hot works permit before any work or operation is carried out which involves heating, welding, soldering, brazing, grinding, melting, blowtorching, branding or cutting or any similar processes.

## **Provisions**

### **Claims preparation costs**

The insurance provided by each section of this policy is extended to include costs reasonably incurred by you in producing and certifying any particulars or details required by us or to substantiate the amount of any claim, subject to the insured value noted on your policy schedule.

### **Interim claims payment**

Interim claims payment will be made at our discretion pending the finalisation of any claim.

### **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.

### **Keeping it safe**

If you need to use the services of a legally-registered security firm to safeguard your property, the employees of this security firm will be considered as employees of your own, even if 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.

## Blanks

If, on your policy schedule, the insured value, 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', 'cover not taken', or 'no'.
- It would mean that the defined incident or circumstance noted on your policy schedule isn't insured under the policy.

## Need a change

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

**Remember, incorrect details = incorrect cover.**

### **Please note:**

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

## Documents completed on your behalf

You must be sure that all documents filled in and submitted on your behalf are accurate and complete. If your broker submits documents to us, you should ask for a copy and check them before they're sent to us.

## If you want to leave us

Let's hope that you never want 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, provided that no valid claim has been submitted for that period.
- We may also cancel your policy by giving you 31 days' notice. We would do so verbally, by email or by post to your last known address.

## Use of your personal information

At the policy's start date you'll be giving us your personal information that may be protected by data protection legislation, including but not limited to the Protection of Personal Information Act No.4 of 2013 (POPIA). We'll take all reasonable steps to protect your personal information.

You authorise us to:

- Process your personal information to:
  - Communicate information to you that you ask us for.
  - Provide you with insurance services.
  - Verify the information you've given us against any source or database.
  - Compile non-personal statistical information about you.
- Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- Transmit your personal information to any third party service provider, that we may appoint to perform functions relating to your policy on our behalf.

**Please note:**

**You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.**

## Sharing of information

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.

We're compliant with all aspects of the POPI Act. You can read our privacy policy [here](#).

## The insured value of your property and under-insurance

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

### Insured value, minus

- Excess
- Dual insurance, if applicable
- Under-insurance, if applicable

} = Your payout



You need to insure your property for its replacement value. This means the amount that it'll cost you at the time of the claim to repair, replace or rebuild your property.

The replacement value of a building, for example, must also provide sufficiently for all the outbuildings, walls, fixtures and fittings, and the following possible additional costs:

- Professional and municipal fees.
- Demolition charges.
- Waste removal.
- Making the site safe.

If you insure your property for less than its replacement value, then we'll pay out your claim proportionately. So, for example, if the value of your building 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.

### **Want to do the maths?**

Under-insurance calculation:

$$\text{Claim amount} \times \frac{\text{insured value}}{\text{replacement value}}$$

#### **Please note:**

**You must make sure that your replacement value is realistic so that you'll have enough cover if you ever need it.**

# 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 some claims. 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 agri insurance, it's vital that you phone the King Price business team or your broker as soon as possible after the incident. We'll then handle your claim appropriately.

### Please note:

- **Save our details now: 0860 21 00 00 and [busclaims@kingprice.co.za](mailto:busclaims@kingprice.co.za)**
- **If you have cybersure cover, check page 199 to see how to claim.**

## What to do in the event of a claim

### Tell us

The sooner you let us know, the faster 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, but no later than 31 days after any incident.
- This includes incidents that you don't want to claim for right away, but which may result in a claim in the future.
- Give us all documentation that we may require or request relating to your claim as soon as possible.
- No claim (other than a claim under 'Business interruption', 'Fidelity' or 'Personal accident') will be payable after 24 months from the date of any incident, unless the claim is the subject of pending legal action or claimed in respect of your legal liability to a third party.
- If you dispute the outcome of a claim, you have 90 days, in terms of the Policyholder Protection Rules, from the day you're first informed of the outcome, to notify us of the objection.

- Immediately hereafter 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 to identify and physically recover such property.

If you fail to do so, you'll immediately become liable to repay all amounts paid out to you in respect of the claim.

## **Tell the police**

You must tell the police as soon as reasonably possible, but no later than 24 hours after becoming aware of the incident, if you've:

- Been involved in a car accident, even if there's no damage to your car.
- Suffered a theft, hi-jacking, burglary, property loss or any crime-related 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 that's misleading, incorrect or false will prejudice the processing of your claim.

## **Proof of ownership**

Please always keep receipts, photos, proof of payments and valuation certificates of your items, as we may ask you for proof of ownership or proof of value for an item that you've insured with us.

## **Make damaged items available**

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**

In certain cases, we may request the following documents:

- 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 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 that covers the same insured incident, we need to know about it.

## **Keep us updated**

You need to tell us immediately if:

- You become aware of any possible prosecution, legal proceeding or claim that could be lodged against you, as a result of an incident that you've already claimed for.
- 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 damages or losses you may have suffered. Failure to do so may lead to your claim being rejected.

## **After a claim has been settled**

If we pay you out for or replace a damaged item, we then become the owner of the damaged property and may dispose of it at our discretion.

## **Help us to help you**

You need to act on, or take note of, the following:

- Pay all the excess amounts plus any additional excess amounts that you have to contribute for each claim, if relevant, and as noted on your policy schedule.
- The excess amount that you have to pay will consist of:
  - The basic excess amount that applies to each specific insured incident or item. (Excess payments are also payable in circumstances where you didn't cause the incident.)
  - Any additional excess amounts that may be applicable for certain insured incidents or circumstances, the details of which are noted on your policy schedule.
- Assist us, if possible, in any recovery action against any third party responsible for the loss or damage that. We'll reimburse you for any reasonable extra expenses that were incurred for this purpose.
- Comply with our instructions and requests, as and when we need your assistance.

## Settlement options

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

- 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 limit of indemnity is the insured value noted on your policy schedule.

### **Please note:**

**If any item that you claim for is financed, we'll first pay the financial institution, before paying over the balance of the settlement amount, if any, 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 happens.

## Event

Any series of events arising from a single cause.

## 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 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 that you're involved in. We won't be bound by any such admission or offer that you make.



# Fire



## In a nutshell...

A fire can lay waste to a business of any size and even the water and foam that are used to extinguish fires, can damage the assets of your business. King Price's fire insurance offers cover for the damage that your business may suffer after a fire.

## Choice of cover

### Your choice, our pleasure

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

Column 1	Column 2	Column 3	Column 4	Column 5
Buildings, including landlords' fixtures and fittings, tenants' improvements, walls (except dam walls or retaining walls), gates, posts and fences.	Number of months' rent or rental value.	Fixtures, fittings, plant, machinery, equipment and other contents that you're responsible for, excluding: <ul style="list-style-type: none"><li>• Electronic equipment.</li><li>• Vehicles.</li><li>• Stock and material.</li></ul>	Stock in trade, raw materials, or goods being manufactured or stored inside or outside the building.	Other miscellaneous property noted on your policy schedule.

## What's covered by the king

You're covered for loss or damage to the whole, or part, of the property noted on your policy schedule, that's owned by you or that you're responsible for (including alterations made by you, as tenants, to the buildings and structures), due to:

- Fire, lightning, thunderbolt, subterranean fire, explosion or earthquake (excluding damage to property due to the underground workings of a mine).
- Special perils such as storm, wind, water, hail and snow.
- Aircraft and other aerial devices, and objects dropped from them.
- Impact by animals, trees (except if they're being felled), aerials, satellite dishes and vehicles, but you're not covered for any damage to them, or for any property in or on such vehicles.
- Loss or damage to a water heating system, which is caused by bursting and overflowing, if specifically noted on your policy schedule. The resulting damage caused by the water is covered under 'special perils' (storm, wind, water, hail or snow).

## What's NOT covered by the king

You're not covered for loss or damage to property:

- Due to the exposure of the property to any heating, drying or water process.
- Due to any tsunami or tidal wave originating from an earthquake.
- Due to the underground workings of a mine.
- That's insured by any marine policy during the period of insurance, except in excess of the amount that would've been payable under the marine policy, had this insurance not been effected.
- Due to goods being left outside the building, other than those designed to be used or to operate outside, unless noted on your policy schedule.
- That aren't completely roofed, unless noted on your policy schedule.
- Being retaining walls, drains or constructed water courses.
- Being any type of covering that forms part of, or is used in connection with, plastic or shade-net tunnels or any other tunnels, unless noted otherwise on your policy schedule.
- Being spray irrigation systems on wheels and centre pivots.
- Being livestock, game or ostriches, growing crops, growing tobacco, standing or felled trees, or cotton.
- Caused by leakage or discharge from any sprinkler or drencher system in the insured buildings or in buildings containing insured property.
- Caused by subsidence or landslip.

## Specific condition

### Average

If the insured value is less than the total value of the insured property, then average will apply and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be separately subject to this condition. This is known as the 'average' and happens when you've under-insured your property.

### Average: Water heating systems, windmills, game and ostriches

If the actual number of water heating systems, windmills, game or ostriches at your premises exceed those noted on your policy schedule, you'll only be paid out a percentage of the insured value.

### First loss average

If the insured value is less than the total value of the insured property, you'll only be paid out the proportion of the first loss limit as the insured value bears to the total value of the insured property. Every item (if more than 1) will be separately subject to this condition.

## What we mean when we say...

<b>Building</b>	All buildings and outbuildings at the premises noted on your policy schedule (constructed of brick, stone, concrete or metal on a metal framework and roofed with slate, tiles, metal, concrete or asbestos, unless otherwise noted on your policy schedule), sporting and recreational structures, landlords' fixtures and fittings, tenants' improvements, walls (except dam or retaining walls), gates, posts, fences, and tarred or paved roads, driveways, paths, patios and parking areas, excluding water heating systems.
<b>Documents</b>	Items such as mortgage bonds, title deeds, films, tapes, addressograph plates, transfer deeds, powers of attorney, tender documents and agreements, deeds, mortgages, certificates, wills, manuscripts, business books, maps, plans, drawings, abstracts, specifications, computer systems records and media (whether on paper, microfilm, magnetic tape or disc, and written and printed documents) in connection with the business, that you own or are responsible for, and that are normally kept at the insured office premises, subject to the insured value noted on your policy schedule.

<b>Electronic equipment</b>	<ul style="list-style-type: none"> <li>• Electronic data processing equipment: Computer equipment which includes items such as laptops, palmtops, monitors, keyboards, mouses, other related hardware, peripherals and computer software, and the information or data stored therein or thereon.</li> <li>• Other electronic equipment, where the equipment can't perform its basic function without electronic components (including but not limited to vacuum tubes, transistors, diodes, integrated circuits) as well as cellphones, televisions, video equipment, decoders, audio systems, digital photographic equipment, digital telephonic equipment and digital printing or scanning equipment.</li> </ul>
<b>Stock outside the building</b>	<p>Any property that's designed to exist or operate in the open, other than stock.</p>
<b>Value of your stock</b>	<p>You need to insure your stock in trade for the maximum amount of stock you'll have at any given time, at cost price. If this maximum amount increases or decreases at any time, you need to let us know.</p>
<b>Water heating systems</b>	<p>Water heating systems forming part of the building, including:</p> <ul style="list-style-type: none"> <li>• Geysers.</li> <li>• Solar water heating systems.</li> <li>• Boilers.</li> <li>• Water tanks.</li> <li>• Water apparatus.</li> <li>• Pressurised pipes.</li> </ul>

## Extensions automatically included

### Aerials and satellite dishes

Damage to aerials and satellite dishes that are caused by breakage or their collapse, subject to the insured values noted on your policy schedule.

### All other contents

You're covered for personal effects, which belong to you or to a principal, director, member, partner or employee, provided that such property isn't otherwise insured, and subject to the insured values noted on your policy schedule.

### Architect and other professionals' fees

You're covered for professional fees required for the reinstatement or replacement of the insured property, limited to a maximum amount of 25% of the insured value, as noted on your policy schedule.

## Capital additions

You're covered for alterations, additions and improvements to the property (other than stock and materials in trade) for an amount not exceeding 25% of the insured value. You must please tell us about such alterations, additions and improvements as soon as possible, to be covered for them, and must pay the appropriate premium for them.

## Computer system records

The insurance of any item of computer system records is limited to the cost of material and the cost of the clerical labour and computer time expended in reproducing the records (excluding any expenses connected to the production of information to be recorded therein).

### **Please note:**

**You're not covered for the value to you or the information they contain.**

## Damage by wild baboons, monkeys or animals

You're covered for the loss of or damage to, the building/s and the contents inside a fully enclosed building, caused by wild baboons, monkeys or animals if noted on your policy schedule. Our liability is limited to the insured value as noted on your policy schedule.

### **Please note:**

**Wild baboons, monkeys or animals live freely in their natural surroundings and aren't kept as pets or farm animals, and don't include rodents, moths or vermin.**

## Demolition and clearing costs

You're covered for costs in respect of the demolition of buildings and machinery, the removal of debris (including stock debris) and/or providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations.

### **Please note:**

**Demolition costs don't cover any costs incurred in removing debris from any other site, other than the site of the insured property and the area immediately adjacent to it.**

## Fire extinguishing charges

You're covered for reasonable costs relating to the extinguishing of fire or fire-fighting, provided that you're legally liable for these costs and that the insured property was in danger from the fire.

**Please note:**

**You're not covered for costs relating to aerial water bombing and spotter planes.**

## Documents limitations

You're covered for:

- Money and stamps, to the insured value noted on your policy schedule.
- Documents, designs, patterns, models and moulds, limited to the cost of materials and labour.

You're not covered for:

- Money, current postage, or revenue stamps, cancelled and uncanceled coupons, securities or bearer bonds.
- Any written order to pay a sum in money, or any written evidence of indebtedness or obligation.
- All property carried or held as samples for sale or for delivery after sale.
- Computer software and data-carrying media, unless otherwise noted on your policy schedule.
- Costs, charges and expenses for reshooting films or videos and recording audio tapes.

## Malicious damage

You're covered for property noted on your policy schedule that's damaged intentionally.

You're not covered for:

- Damage caused intentionally (or with your knowledge or consent) by you or by a principal, director, member, partner or employee.
- Property that's stolen or damaged while being stolen.
- Property that's damaged while thieves are gaining entrance to or exit from the insured premises.
- The removal or partial removal, demolition, attempted demolition or partial demolition of your building, if linked to an attempted or successful theft of your building or any portion of it.
- Consequential loss, other than loss of rent or the cost of alternative accommodation.
- Damage or loss caused by stoppage, slowing down or interruption of work or any process.
- Loss or damage if the building is vacant, abandoned, empty, illegally occupied, or unoccupied for more than 30 consecutive days, unless otherwise agreed to and noted on your policy schedule.

## Municipal plan scrutiny fees

You're covered for municipal plan scrutiny fees, provided that the total amount recoverable under any item doesn't exceed the insured value for the affected building.

## Power surges

You're covered for the loss of, or damage to, the insured property, caused by power surges and loadshedding, subject to the insured value noted on your policy schedule.

### Please note:

- **The limit noted on your policy schedule is the annual aggregate for the period of insurance.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

## Prevention of access: If insured under column 2

You're covered if property within a 50km radius of the insured premises noted on your policy schedule is lost or damaged by a defined peril during the period of insurance, and this prevents or hinders the use of, or access to, the insured property. We'll pay for any loss of rent you may incur as a result thereof, subject to the insured value noted on your policy schedule. The loss of rent calculation will be based on the rent payable immediately before the incident, or its equivalent rental value.

## Public authorities' requirements

You're covered for the cost of ensuring that the insured building complies with government and/or local authority requirements, provided that it doesn't exceed the insured value.

You're not covered for any cost:

- If the building didn't comply and/or if a statutory notice was served on you before the incident.
- For any damage not insured under this section.
- For undamaged property or portions of the property.
- If the building can't be built or repaired where it stood before the incident.
- Of any rate, tax, duty, development or other charge or assessment arising from capital appreciation.

## Public supply connections

You're covered for accidental damage to water, sewerage, gas, electricity and telecommunication connections between the insured property and the public supply or mains, that you own or that you're legally responsible for.

## Rent: If insured under column 2

You're covered for rent receivable, rent payable or rental value following the loss of or damage to your building as noted on your policy schedule resulting from an insured incident that's covered under 'column 1' and which makes the building untenable, but only for the period necessary for reinstatement of the building.

- Rent receivable: The actual rent receivable by you at the time of the event in respect of your building.
- Rent payable: The actual rent payable by you to the owner or landlord of the building.
- Rental value: The actual rental value of the building.

### **Please note:**

- **Cover is limited to the insured value noted on your policy schedule, and to the number of months that you specify.**
- **The amount we'll pay is determined by the proportion that the insured value bears to the actual rent receivable/payable.**

## Security costs

You're covered for the costs incurred, with our prior consent, to protect or attempt to protect any insured property following an insured incident. This amount will be in addition to any other payment that we may be liable for in terms of this section. Cover is subject to the insured value noted on your policy schedule.

## Spontaneous combustion

You're covered for the destruction or damage of insured property by fire that's caused by its own spontaneous fermentation, heating or combustion.

## Subsidence and landslip: Limited cover

You're covered for loss or damage that's caused to your property by subsidence and landslip.

You're not covered for:

- The destruction of or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time.
- The loss or destruction of or damage to swimming pools, tennis courts, driveways, paths, patios and terraces, unless they're specifically noted on your policy schedule and the insured building is damaged at the same time.

- Damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Work that's necessary to prevent further loss, destruction or damage.
- Damage caused by or attributable to:
  - The faulty design or construction of any building situated at the insured premises.
  - The removal or weakening of support to any building situated at the insured premises.
  - Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - Excavation on or under land other than excavation in the course of mining operations.
  - The compaction of infill.
  - Normal settlement, shrinkage or expansion of the building or the land supporting the building.
- Consequential loss of any kind whatsoever, except loss of rent when specifically insured under this section.

**Please note:**

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

## Temporary repairs and measures after a loss

You're covered for reasonable costs and expenses that you incur to effect temporary repairs and take temporary measures, as may be reasonably necessary after an insured incident.

## Optional cover

### Your choice, our pleasure

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

### Crude fodder and tobacco

You're covered for the loss of crude fodder, hay, straw, chaff and similar crops in buildings, as well as tobacco in air-curing barns, by fire or lightning as defined in this section, limited to 75% of the insured value. If any other insurance exists, then we'll pay the rateable proportion of 75% of the market value of the property immediately before the fire or the insured value, whichever is less, provided that:

- You're considered your own insurer for 25% of the market value of the insured property or the insured value, whichever is less, and will bear at least 25% of any loss.

- Our liability in respect of crude fodder stored in enclosed buildings is limited to R250,000 per building, unless otherwise noted on your policy schedule.
- Our liability in respect of crude fodder stored in buildings that aren't fully enclosed is limited to R100,000 per building, unless otherwise noted on your policy schedule.
- We're not liable for loss caused by water unless the roof of the building is damaged by an insured peril and water penetrates the building.

## **Deterioration of stock insured: Perils only**

You're covered for the deterioration of stock in the insured buildings as a result of fire, lightning, thunder, storm, wind, hail or snow, subject to the insured value noted on your policy schedule.

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

- Drought.
- Water pollution.
- A shortage of fuel or water.
- A fault on any part of the installation that belongs to the insured premises.
- The exercise of an authority that's empowered by law to supply water, gas or electricity of its power to withhold or restrict supply, unless such withholding or restriction is directly attributable to damage to the property of such authority.
- A change in temperature as the result of the total or partial failure of the public supply of electricity to the insured premises, which is caused by mechanical, electrical or electronic breakdown, unless such failure lasts longer than 24 hours.
- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid Interruption.

## **Escalation**

During each period of insurance, the insured value/s under columns 1 and/or 3 of this section will be increased by that portion of the percentage noted on your policy schedule. Unless agreed otherwise, these provisions will only apply to the insured value/s in force, at the start of the period of insurance. At each renewal date you need to tell us about the value/s to be insured for the forthcoming period of insurance and the percentage increase required for such period. If you don't, the provisions of this clause will continue to apply as per the percentages of the previous period, until you let us know about a change for the new renewal period.

## **Leakage**

You're covered for the accidental physical loss of or damage to the insured property that's caused by discharge or leakage from tanks, sprinklers, drenching systems or fire extinguishing equipment, subject to the insured value noted on your policy schedule.

**Please note:**

You're not covered if the cause of the discharge, leakage or appearance is due to, or contributed to by, wear and tear, or if you haven't maintained equipment regularly and according to recommended or an expert's specifications, or any other gradually operating cause.

## Plastic tunnels, greenhouses or dams

You're covered for the loss of, or damage to, plastic tunnels, greenhouses or dams subject to the insured value noted on your policy schedule, provided that:

- Plastic must be at least 200 microns thick.
- The tunnels/dams must be installed according to the manufacturer's specifications.
- Cover will only apply for the 2 years from the time the plastic was installed as new.
- The manufacturer's guarantee on the plastic must be supplied, failing this will result in no cover being in force.
- It's also hereby declared and agreed that the company's liability towards the tunnels will be limited according to a percentage of the claim as per the following table:

Age of plastic tunnel, greenhouse or dam	% of claim that we'll pay
0 - 24 months	100%
25 - 36 months	75%
37 - 48 months	50%
49 - 60 months	25%
60+ months	No cover

## Riot and strike

You're covered for loss of, or damage to, the insured property, that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature, other than loss of rent, if specifically insured.
- Detention or confiscation by any lawfully-constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasions, acts by foreign enemies, hostility or warlike operations (whether war is declared or not) or civil war.

- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause. This should be aimed at bringing about any social or economic change, or in protest against any state, government or provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

**Please note:**

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

### Shade- and hail-netting

You're covered for the loss of, or damage to, shade- and hail-netting subject to the insured value noted on your policy schedule provided that:

- The netting must be serviced, maintained, installed and replaced according to the manufacturer's specifications.
- Cover will only apply for 5 years from the time the netting was installed as new.
- The manufacturer's guarantee of the netting must be supplied, otherwise, you're not covered.
- It's also hereby declared and agreed that the company's liability towards the netting will be limited according to a percentage of the claim amount as per the following scale:

Age of netting	% of claim that we'll pay
0 - 24 months	100%
25 - 36 months	75%
37 - 48 months	50%
49 - 60 months	25%
60+ months	No cover

## **Subsidence and landslip: Extended cover**

You're covered for loss or damage that's caused by subsidence and landslip, subject to the building foundation and construction being designed and approved by a licensed structural engineer and approved by us.

You're not covered for:

- Damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Work that's necessary to prevent further loss, destruction or damage.
- Damage caused by or attributable to:
  - The faulty design or construction of any building at the insured premises.
  - The removal or weakening of support to any building situated at the insured premises.
  - Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - Excavation on or under land, other than excavation in the course of mining operations.
  - The compaction of infill.
  - Normal settlement, shrinkage or expansion of the building or the land supporting the building.
- Consequential loss of any kind whatsoever, except the loss of rent when specifically insured under this section.

### **Please note:**

- **If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**
- **If this cover is taken, it'll replace 'Subsidence and landslip: Limited cover'.**

## **Stock seasonal increase**

Your cover under 'column 4' will automatically be increased by the percentage in the month/s selected, as noted on your policy schedule.

## **Water heating systems and pipes: Wear and tear**

You're covered for the leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply tanks, cisterns and pressurised water pipes that form a permanent part of the insured building due to wear and tear, gradual deterioration, rust, decay, cracking, splitting, faulty materials or workmanship, or latent defects, subject to the insured value noted on your policy schedule.

## Clauses, conditions and extensions

### Alteration and misdescription

Cover by this section won't be prejudiced by any alteration or misdescription of occupancy, whether due to the transfer of processes or machinery or by virtue of structural alterations, repairs to buildings, machinery or plant. You have to let us know as soon as possible once an incident has taken place and pay any additional premium that's required.

### Automatic reinstatement

No insured value will be reduced by the amount of any claim paid, or payable, by us, but you'll have to pay us an additional premium on this amount, calculated pro rata from the date of the loss or damage to the end of the insurance period.

### Disposal of salvage

If we pay you out for or replace a damaged item, we then become the owner of the damaged property and may dispose of it at our discretion. If you can establish, to our satisfaction, that to do so will prejudice your interests, we may give you first option to repurchase the property at its fair intrinsic value, or market value, whichever is greater.

### Game and ostriches

#### All species

All game and ostriches of specific species must be insured.

#### Condition of animals

The insured game and ostriches must all be sound, in perfect health and free from injury at the commencement of this insurance.

#### Death

- You must let us know immediately if an insured animal dies, and you must allow us an opportunity to inspect the carcass, by not cutting or disposing of it, until 24 hours after you've notified us.
- You must, at your own expense and within 14 days of being asked, provide us with such information, vet certificates and satisfactory proof as to the death, identity and value of the animal/s, as we may require.
- It's your responsibility to prove that an insured animal hasn't died from an excluded cause. If your claim is successful, you must dispose of the carcass to the best advantage and any amount realised belongs to us.
- In the event of a claim for the death of game and ostriches caused by lightning, your claim must include a sworn affidavit:
  - To confirm that the death of the animal/s was caused by lightning.

- Declaring the total number of game and ostriches in your possession as well as the total number of game and ostriches that don't belong to, are held in trust by, or are in the custody or under the control of, you or any employee or agent of yours, at the time of the loss.

### **Fire and lightning**

In the event of the death or destruction of insured game and ostriches, which is caused by lightning only or by fire and lightning only, whether other insurance exists or not, our liability is limited to the rateable proportion of the market value of the property or the insured value, whichever is less, or we may replace the game or ostriches at our discretion.

You're not covered for:

- The loss of, or damage to, game and ostriches that don't belong to, are held in trust by, or are in the custody or under the control of, you or any employee or agent of yours.
- The confiscation, requisition, destruction or detention of any game and ostriches by order of any statute, government or public authority.
- The slaughter of game and ostriches without our consent, except in the case of an injury caused by an insured peril which necessitates that an animal be slaughtered without delay in the interests of humaneness, provided that:
  - A vet surgeon of our choice may perform a post-mortem examination.
  - You're not covered for consequential loss.

### **Grain storage facilities**

- You must have a documented grain elevator housekeeping plan in place. A weekly grain elevator housekeeping checklist must be done, dated and filed. This must include records of:
  - Mouldy smells.
  - Condensation on or in the roof and walls.
  - Colouring, or green mouldy deposits, on the walls.
  - Grain processing.
- Proper record-keeping of stored grain must be always available.
- A maintenance plan must be documented, and it must include roof inspections and repairs to all grain storage facilities on a rotation basis, with documented inspections every 5 years. Leak testing, structural inspections and repairs to silo tube walls must be conducted every 5 years. Repairs to grain storage facilities must be done by authorised contractors and inspection guarantees must be kept.
- Continuous operational control on all installed pumping equipment must be in place at all the grain storage facilities.
- After heavy rains and before the rainy season, ad hoc roof inspections must be done and the results must be recorded.

- Products being stored in grain storage facilities must comply with the grading regulations of the directorate Plant and Quality Control of the Department of Agriculture, Forestry and Fisheries.

<b>The moisture content of stored grain may not exceed</b>	
Maize	14%
Soya beans	13%
Sorghum	14%
Wheat	13%
Sunflower	10%
Malt and barley	13%

**Please note:**

**You're not covered for water damage to grain stocks, including storm damage, if it's due to consequential damage, wear and tear, faulty design or workmanship, or bad maintenance whether by you or a contractor.**

## **Hammermills**

No process of milling may be carried out within any insured building or structure, or within 5m of such building or structure.

## **Irrigation pipes and pumping equipment below normal flood levels**

Irrigation pipes and pumping equipment situated below the normal flood levels must be referred to our underwriting specialists for special acceptance. If no acceptance is negotiated, you'll be held liable for 30% of any claim in addition to the excess due.

## **Labourers, contractors, and employees**

If a labourer, contractor or employee does something or omits to do something in contradiction of the conditions of this section, without your knowledge, you'll still be covered. You must, however, tell us about this act or omission as soon as you become aware of it.

## **Mortgagee clause**

The interest of any mortgagee under this section won't be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee must inform us as soon as any such act or omission comes to their knowledge, and will be responsible for any additional premium payable from the date that any increased risk becomes known.

## **Paddock and boundary fences: Fire and lightning only**

Paddock and boundary fences must:

- At all times be insured for their replacement value. Our liability is limited to the insured value that's noted on your policy schedule and, if you're under-insured, then you're considered to be self-insured for the difference and will bear a rateable share of the loss.
- Be insurable. We're not liable for the loss of, or damage to, paddock and boundary fences if it's found that your fencing wasn't in an insurable condition at the start of this cover.

## **Pallets**

All stocks must be raised at least 150mm off the floor and placed onto pallets, shelves, or the like. In the event of non-compliance with this clause, you'll be liable for 25% of a claim.

## **Property removed temporarily**

Your insured property is covered while it's temporarily being moved to other premises, or around on your insured premises, including while it's in transit by road, rail or inland waterway anywhere in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe and Malawi, provided that:

- Our liability is limited to 15% of the insured value unless this temporary removal is for the purpose of cleaning, renovation, repair or a similar process.
- The amount payable is limited to the amount that would've been payable if the loss had occurred on the part of the premises from which it was temporarily removed.

## **Poultry**

We're not liable for the death of poultry as a result of 'special perils' unless the poultry is at least 6 weeks old, and provided that the death of the poultry is subject to an insured peril that's accompanied by the physical loss of, or damage to, the structure/s that the poultry lodge in.

## **Railway and other subrogation clauses**

You won't be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' clause or other special agreements with Transnet regarding private sidings or similar agreements with other government bodies.

## Reinstatement and replacement

You're covered if the insured property is damaged. The amount payable will be calculated based on the cost of replacing or reinstating the property on the same site, or a similar kind, but not better than the insured property when new, provided that:

- The replacement or reinstatement must be carried out with reasonable dispatch (it may be on another site subject to our liability not being increased).
- We're only liable to pay once costs have been incurred by you for replacing or reinstating the property. If the insured property has a measurable function that's damaged by an insured peril and it's not possible to replace or reinstate such property in terms of the reinstatement value condition, then we'll pay the cost of replacing the property with property of the same quality, capacity, function or output as near as possible, but not inferior, to that of the original property, in line with the reinstatement value condition.

You're not covered if you fail to advise us of your intention to replace or reinstate the damaged property within 6 months of the date that such damage occurs and if you're unable or unwilling to replace or reinstate the property on the same or another site.

## Stock declaration clause: If noted on your policy schedule

In respect of stock and materials in trade insured under this section, the premium is calculated at 75% of the insured value.

This clause is subject to the following specific conditions:

- You must declare to us in writing the market value of your stock and materials in trade as of the last day of each month/quarter (as noted on your policy schedule) and must make such declaration in writing within 30 days thereof. Otherwise, you'll be deemed to have declared the insured value on such property as the market value thereof.
- After each period of 12 consecutive months from the start date or anniversary date, the premium will be calculated on the average insured value. This is the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resulting premium differs from the provisional premium, the difference will be payable by or to you as the case may be, but the amount payable by us won't exceed 50% of the provisional premium.
- Any claim hereunder will be settled on the basis of the market value of the stock and material immediately before the damage happened.
- If, after the occurrence of damage, it's found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount that would've been recoverable by you will be reduced in such proportion to the amount of the said declaration bears to the amount that ought to have been declared or to the insured value, whichever is less. The provisions of this condition will, if applicable, operate cumulatively with the provisions of the specific condition relating to 'average'.

- In consideration of the insured value not being reduced by the amount of any loss, you'll pay additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance, and that extra premium won't be taken into account in, and will be distinct from, the final adjustment premium.

**Please note:**

- **The above specific conditions will apply separately to each item of the specification to which these stock declaration conditions apply.**
- **Our liability is subject to the insured value noted on your policy schedule.**

## **Storage of crude fodder**

All combustible material and vegetation within at least 5m of an insured building or structure in which crude fodder of any kind is kept or stored must be cleared and removed from the site.

## **Tenants' clause**

Your cover won't be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must let us know as soon as such an act, which is in contravention of any of the cover, exclusions, clauses, conditions or extensions of this section, becomes known to you, and you'll be responsible for any additional premium payable from the date that any increased risk happens.

## **Vehicle loads**

If any insured property is left loaded in or on a vehicle inside the building at your premises noted on your policy schedule, you'll be covered for the loss of, or damage to, that property caused by any of the insured perils, unless more specifically insured under 'Goods in transit'.

# Buildings combined



## In a nutshell...

When it comes to insurance, we make your business, our business. So, place your business insurance in the king's safe hands and choose our cover for the properties that belong to you, or that you're responsible for.

## Choice of cover

### Your choice, our pleasure

**In this section you have a choice to cover the buildings noted on your policy schedule for:**

- A. Buildings.
- B. Public supply connections.
- C. Rent.
- D. Property owners' liability.

## What's covered by the king: A. Buildings

You're covered for the loss of or damage to buildings that you own or that you're responsible for, and that are noted as the insured premises on your policy schedule.

You're covered for loss or damage due to:

- Fire, lightning, thunderbolt, subterranean fire, earthquake or explosion.
- Special perils such as storm, wind, water, hail and snow.
- Theft or attempted theft, which must be accompanied by visible, forced or violent entry to or exit from the building.
- Theft or attempted theft of external fixtures and fittings attached or linked to the buildings, which must be accompanied by visible signs of forced or violent removal of the fixtures and fittings.
- Aircraft and other aerial devices, and objects dropped from them.
- Impact by animals, trees (except if they're being felled), aerials, satellite dishes and vehicles. You're not covered for any damage to them, or for any property in or on such vehicles.

- Accidental breakage of glass or sanitary ware, fixed mirror glass and fixed glass in stoves, windows, doors, fanlights, skylights, green-houses, conservatories and verandas, fixed wash basins, pedestals, sinks, lavatory pans, splashbacks and cisterns. You're not covered for chipping, scratching and other disfiguration.
- Collapse or breakage of television or radio masts or aerials.
- Loss or damage to water heating systems, which is caused by bursting and overflowing, if specifically noted on your policy schedule. The resulting damage caused by the water is covered under 'special perils' (storm, wind, water, hail or snow).

**Please note:**

**The buildings and outbuildings must be constructed of brick, stone, concrete or metal, on metal framework, and roofed with slate, tiles, metal, concrete or asbestos, unless otherwise noted on your policy schedule.**

## **What's covered by the king: B. Public supply connections**

You're covered for accidental damage to water, sewerage, gas, electricity and telecommunication connections between the insured property and the public supply connections or mains that you own, or that you're legally responsible for.

## **What's covered by the king: C. Rent**

You're covered for:

- Rent receivable: The actual rent receivable by you at the time of the event in respect of your building.
- Rent payable: The actual rent payable by you to the owner or landlord of the building.
- Rental value: The actual rental value of the building.

Following the loss of or damage to your insured building resulting from an insured incident that's covered under 'A. Buildings' and which makes the building untenable, but only for the period necessary for reinstatement of the building.

Cover is limited to:

- The insured value noted on your policy schedule, and to the number of months that you specify.
- The amount you would've received during the time it takes to make the building habitable again.
- The maximum amount actually received by you, or the reasonable market rental value as determined by us for the tenanted premises, whichever is lower.
- If the building is partially tenanted, only the portion is actually tenanted.

## What's covered by the king: D. Property owners' liability

You're covered, if you're legally liable as the property owner, for the accidental:

- Death, bodily injury or illness of any person.
- Loss or damage of any person's tangible property.
- If the liability happens during the period you have cover with us, and arises from your ownership of an insured building, we'll pay the maximum amount, inclusive of legal costs and expenses, for any claim subject to the insured value, as noted on your policy schedule.

## What's NOT covered by the king: A. Buildings

You're not covered for loss or damage:

- Arising from an insured building undergoing any process necessarily involving the use or application of water.
- Caused by, or if the following contributes to, the loss or damage of the building:
  - Subsidence or landslip.
  - You not taking all reasonable precautions for the maintenance and safety of the property.
- During alterations and additions to the building:
  - If acts of nature (wind, thunder, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures.
  - For accidental damage to sanitary ware, fixed mirror glass and fixed glass doors.
- Caused by:
  - Scorching.
  - Construction, alteration, repairs, or defective workmanship or materials.
  - A tsunami or tidal wave.
  - Underground mining operations.
  - The exposure of property to any heating, drying or water process.
- For any additional costs resulting from the unavailability of matching materials.
- To retaining walls and dam walls, unless they're specifically insured and noted on your policy schedule.
- For goods in the open, other than if designed to be used, or to operate in the open.
- If the building is vacant, abandoned, empty, illegally occupied, or unoccupied for more than 30 consecutive days, unless otherwise agreed to and noted on your policy schedule.

### **Please note:**

**You're also not covered for any additional costs resulting from the unavailability of matching materials.**

## What's NOT covered by the king: D. Property owners' liability

You're not covered for loss or damage:

- Due to death, injury, illness or damage sustained by:
  - Any member of your household.
  - Employees or contract workers, arising from and in the course of their employment with you.
  - Any other person resulting from the ownership, possession, maintenance, repair, operation or use of mechanically propelled vehicles (except pedal cycles and lawnmowers).
- To property:
  - Belonging to you.
  - In your or your employees' custody or control.
  - Caused directly or indirectly by the vibration, removal, weakening or interference with the support of any land, building or other structure.
- Assumed by agreement, unless you would still have been liable if the agreement hadn't been entered into:
  - Unless the contract is entered into with a security firm employed to protect your property, in which case the employees of the security firm will be considered to be your employees.
  - If the security firm is covered for liability incurred by them or their employees, the security firm must first claim from their own insurance, in which case the cover provided by this policy won't contribute to their claim.
- For injury, damage or loss of use of property, including the cost of removing, nullifying or cleaning up, directly or indirectly caused by seepage, pollution or contamination, unless the seepage, pollution or contamination was caused by a sudden, unintended and unforeseen event.
- For fines, penalties, punitive or vindictive damages.
- For damages (including legal costs and expenses) awarded by a foreign court, arbitrator or competent tribunal, of first instance, other than in Namibia, Botswana, Lesotho or Eswatini (Swaziland).
- If you're entitled to claim under the cover provided by 'Public liability'.
- For any incident for which cover is provided by any other insurance, except for any balance not covered by that insurance.

## Specific conditions

### Average

If the insured value is less than the total value of the insured property, then the average will apply and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be separately subject to this condition. This is known as the 'average' and happens when you've under-insured your property.

### Average: Water heating systems

Should the actual number of water heating systems at your premises exceed those noted on your policy schedule, you'll only be paid out a percentage of the insured value.

### Obsolete items

You're covered in the event of loss of, or damage to:

- Alarms and detection systems.
- Electronic motors.
- Telephonic communication equipment.
- TV aerials, including television transmission or reception equipment.
- Closed circuit cameras and monitors.
- Security control equipment (including cameras).
- Any accessory or attachment relating thereto.

If the property being claimed for doesn't have an immediate replacement, or if the agency or supplier in South Africa no longer imports stock of such equipment, and provided that such equipment isn't repairable, then such property will be considered obsolete. In such cases, we have the option of settling the claim via the basis of indemnity in cash-in-lieu, which will be the original purchase or determined costs thereof, less a rate of depreciation, based on an accumulative rate of 20% per annum, as from the date of purchase or installation.

The cover will apply only to the physical cost of this property, as noted on your policy schedule, and will exclude any installation or labour costs. When we agree to pay you in terms of this clause, we have the right to remove the equipment that's subject to the claim, before payment of the indemnity, and have it delivered to us. The costs of removal and delivery will be agreed with and paid by us.

## What we mean when we say...

<p><b>Building</b></p>	<p>All buildings and outbuildings on the insured premises (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise noted on your policy schedule), sporting and recreational structures, tenants' improvements, including, but not limited to swimming pools, tennis courts (including floodlights), saunas, spa baths, Jacuzzis, water pumps, pool machinery, borehole motors, automatic gate/garage door motors, landlords' fixtures and fittings, fitted carpets, lifts with all associated equipment, transformers, motors, boilers, air-conditioning, standby generators, boundary and other walls (except dam walls), gates, posts, fences, and tarred or paved roads, driveways, paths, patios and parking areas.</p> <p><b>Please note:</b> This excludes water heating systems.</p>
<p><b>Documents</b></p>	<p>Items such as mortgage bonds, title deeds, films, tapes, addressograph plates, transfer deeds, powers of attorney, tender documents and agreements, deeds, mortgages, certificates, wills, manuscripts, business books, maps, plans, drawings, abstracts, specifications, computer programs and records (whether on paper, microfilm, magnetic tape or disc) and written and printed documents in connection with the business, that you own or that you're responsible for, and that are normally kept at the office premises, subject to the insured value, as noted on your policy schedule.</p>
<p><b>Water heating systems</b></p>	<p>Water heating systems forming part of the building, including:</p> <ul style="list-style-type: none"> <li>• Geysers.</li> <li>• Solar water heating systems.</li> <li>• Boilers.</li> <li>• Water tanks.</li> <li>• Water apparatus.</li> <li>• Pressurised pipes.</li> </ul>

## Extensions automatically included

### Architect and other professionals' fees

You're covered for professional fees required for the reinstatement or replacement of the insured property, limited to a maximum amount of 25% of the insured value, as noted on your policy schedule.

### Capital additions

You're covered for alterations, additions and improvements to the insured property for an amount not exceeding 25% of the insured value. You must please tell us about such alterations, additions and improvements as soon as possible, to be covered for them, and you must pay the appropriate premium for these.

### Demolition and clearing costs

You're covered for costs in respect of the demolition of buildings and machinery, the removal of debris (including stock debris) and/or providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations.

#### **Please note:**

**Demolition costs don't cover any costs incurred for removing debris from any other site, other than the site of the insured property and the area immediately adjacent to it.**

### External signs, blinds, canopies, gate motors, borehole and pool pump machinery and equipment

You're covered, subject to the insured value noted on your policy schedule, for damage caused by any of the insured perils, to external signs, blinds, building canopies, gate motors, borehole and swimming pool pump machinery and equipment, at your premises, that you're responsible for, but excluding the excess noted on your policy schedule.

### Fire extinguishing charges

You're covered for reasonable costs relating to extinguishing of fire or fire-fighting, provided that you're legally liable for these costs and that the insured property was in danger from the fire.

#### **Please note:**

**You're not covered for costs relating to aerial water bombing and spotter planes.**

## **Gardens, garden furniture and water features**

You're covered, subject to the insured value noted on your policy schedule, for costs incurred by you for restoring damaged landscaped gardens, garden furniture and water features following a fire, lightning, thunderbolt, subterranean fire, special perils (storm, wind, water, hail and/or snow), earthquake, malicious damage and explosion.

## **Documents limitations**

You're covered for:

- Money and stamps, to the insured value noted on your policy schedule.
- Documents, designs, patterns, models and moulds, limited to the cost of materials and labour.

You're not covered for:

- Money, current postage, or revenue stamps, cancelled and uncanceled coupons, securities or bearer bonds.
- Any written order to pay a sum in money, or any written evidence of indebtedness or obligation.
- All property carried or held as samples for sale or for delivery after sale.
- Computer software and data-carrying media, unless otherwise noted on your policy schedule.
- Costs, charges and expenses for reshooting films or videos and recording audio tapes.

## **Locks and keys**

You're covered for the cost of replacing locks and keys to any insured building, after the disappearance of any key to such premises, or if you have good reason to believe that any unauthorised person may be in possession of a duplicate key, subject to the insured value noted on your policy schedule.

## **Loss of water**

You're covered for charges, subject to the insured value noted on your policy schedule, raised by a local authority for water loss through the leakage from pipes on your property, provided that:

- The consumption reading is at least 50% higher than the average of the previous 4 readings.
- You take immediate steps to repair the pipe/s affected once the leak is discovered, by physical evidence or on receipt of an abnormally-high water account.

You're not covered:

- For the cost of repairing the leaking pipes.
- The cost of identifying water leaks on the premises.

- For more than 2 separate incidents in any 12-month period.
- For loss of water as a result of leaking taps, water heating apparatus or toilet systems.
- For loss of water from swimming pool structures, or inlet or outlet pipes.
- While the property is unoccupied for longer than 60 consecutive days.

## Malicious damage

You're covered for property noted on your policy schedule that's damaged intentionally.

You're not covered for:

- Damage caused intentionally (or with your knowledge or consent) by you or a principal, director, member, partner or employee.
- Property that's stolen or damaged while being stolen.
- Property damaged while thieves are gaining entrance to or exit from the premises.
- The removal or partial removal, demolition, attempted demolition or partial demolition of your building, if there's an attempted or successful theft from your building or any portion of it.
- Consequential loss, other than loss of rent or the cost of alternative accommodation.
- Damage or loss caused by stoppage, slowing down or interruption of work or any process.
- Loss or damage if the building is vacant, abandoned, empty, illegally occupied, or unoccupied for more than 30 consecutive days, unless otherwise agreed to and noted on your policy schedule.

## Municipal plan scrutiny fees

You're covered for municipal plan scrutiny fees, provided that the total amount recoverable under any item doesn't exceed the insured value for the affected building.

## Power surges

You're covered for the loss of, or damage to, the insured property, caused by power surges and loadshedding, subject to the insured value noted on your policy schedule.

### Please note:

- **The limit noted on your policy schedule is the annual aggregate for the period of insurance.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

## **Prevention of access: C. Rent**

You're covered for any loss of rent you may incur, subject to the insured value, as noted on your policy schedule, if property within a 50km radius of the insured premises noted on your policy schedule is lost or damaged by a defined peril during the period of insurance and this prevents or hinders the use of, or access to, the property insured under this section. The loss of rent calculation will be based on the rent payable immediately before the incident, or its equivalent rental value.

## **Public authorities' requirements**

You're covered for the cost of ensuring that the insured building complies with government and local authority requirements, provided that it doesn't exceed the insured value.

You're not covered for any cost:

- If the building didn't comply before the incident, or if a statutory notice was served on you before the incident.
- For any damage not insured under this section.
- For undamaged property or portions of the property.
- If the building can't be built or repaired where it stood before the incident.
- Of any rate, tax, duty, development or other charge or assessment arising from capital appreciation.

## **Removal of trees**

You're covered for the cost of removing trees when they've fallen due to an insured peril, if they cause damage to the insured property.

## **Security firms: D. Property owners' liability**

You're covered for the legal liability for loss or damage caused by the employees of a security firm if you've entered into a contract with the security firm in the course of your business. In such cases, the security firm's personnel will be regarded as being your employees.

## **Security costs**

You're covered for the costs incurred, with our prior consent, to protect or attempt to protect any insured property following an insured incident. This amount will be in addition to any other payment that we may be liable for in terms of this section. Cover is subject to the insured value noted on your policy schedule.

## **Subsidence and landslip: Limited cover**

You're covered for loss or damage that's caused to your property by subsidence and landslip.

You're not covered for:

- The destruction of or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time.
- The loss or destruction of or damage to swimming pools, tennis courts, driveways, paths, patios and terraces, unless they're specifically noted on your policy schedule and the insured building is damaged at the same time.
- Damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Work that's necessary to prevent further loss, destruction or damage.
- Damage caused by or attributable to:
  - The faulty design or construction of any building situated at the insured premises.
  - The removal or weakening of support to any building situated at the insured premises.
  - Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - Excavation on or under land other than excavation in the course of mining operations.
  - The compaction of infill.
  - Normal settlement, shrinkage or expansion of the building or the land supporting the building.
- Consequential loss of any kind whatsoever, except loss of rent when specifically insured under this section.

### **Please note:**

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

## **Temporary repairs and measures after a loss**

You're covered for reasonable costs and expenses that you incur to effect temporary repairs and take temporary measures, as may be reasonably necessary after an insured incident.

## Optional cover

### Cover more. Pay a little more

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

#### Escalation: A. Buildings

During each period of insurance, the insured value/s of the property will be increased by that portion of the percentage noted in your policy schedule. Unless agreed otherwise, these provisions will only apply to the insured value/s in force at the start of the period of insurance. At each renewal date you need to tell us about the value/s to be insured for the forthcoming period of insurance and the percentage increase required for such period. If you fail to do so, the provisions of this clause will continue to apply as per the percentages of the previous period, until you let us know about a change for the new renewal period.

#### Subsidence and landslip: Extended cover

You're covered for loss or damage that's caused by subsidence and landslip, subject to the building foundation and construction being designed and approved by a licensed structural engineer and approved by us.

You're not covered for:

- Damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Work that's necessary to prevent further loss, destruction or damage.
- Damage caused by or attributable to:
  - The faulty design or construction of any building at the insured premises.
  - The removal or weakening of support to any building situated at the insured premises.
  - Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - Excavation on or under land, other than excavation in the course of mining operations.
  - The compaction of infill.
  - Normal settlement, shrinkage or expansion of the building or the land supporting the building.
- Consequential loss of any kind whatsoever, except loss of rent when specifically insured under this section.

**Please note:**

- **If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**
- **If this cover is taken, it'll replace 'Subsidence and landslip: Limited cover'.**

## **Water heating systems and pipes: Wear and tear**

You're covered for the leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply tanks, cisterns and pressurised water pipes that form a permanent part of the insured building due to wear and tear, gradual deterioration, rust, decay, cracking, splitting, faulty materials or workmanship, or latent defects, subject to the insured value noted on your policy schedule.

## **Clauses, conditions and extensions**

### **Alteration and misdescription**

The cover under this section won't be prejudiced by any alteration or misdescription of occupancy due to:

- The transfer of processes or machinery.
- The acquisition of additional premises.
- Structural alterations or repairs to buildings, machinery or plant, provided that notice is given to us as soon as possible thereafter.

### **Mortgagee clause**

The interest of any mortgagee under this section won't be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge.

The mortgagee must inform us as soon as any such act or omission comes to their knowledge, and will be responsible for any additional premium payable from the date that any increased risk becomes known.

### **Property removed temporarily**

Your insured property is covered while it's temporarily being moved to other premises, or around on your insured premises, including while it's in transit by road, rail or inland waterway anywhere in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe and Malawi, provided that:

- Our liability is limited to 15% of the insured value unless this temporary removal is for the purpose of cleaning, renovation, repair or a similar process.
- The amount payable is limited to the amount that would've been payable if the loss had occurred on the part of the premises from which it was temporarily removed.

## Railway and other subrogation

You won't be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' clause or other special agreements with Transnet regarding private sidings or similar agreements with other government bodies.

## Reinstatement and replacement

You're covered if the insured property is damaged. The amount payable will be calculated based on the cost of replacing or reinstating with property on the same site, of a similar kind, but not superior to, the insured property when new, provided that:

- The replacement or reinstatement must be carried out with reasonable dispatch (it may be on another site subject to our liability not being increased).
- We're only liable to pay once costs have been incurred by you for replacing or reinstating the property.

### **Please note:**

**If the insured property has a measurable function that's damaged by an insured peril and it's not possible to replace or reinstate such property in terms of the reinstatement value condition, then we'll pay the cost of replacing such property with property of the same quality, capacity, function or output as near as possible, but not inferior, to that of the original property, in line with the reinstatement value condition.**

You're not covered:

- If you fail to advise us of your intention to replace or reinstate the damaged property within 6 months of the date that such damage occurs.
- If you're unable or unwilling to replace or reinstate the property on the same or another site.

## Tenants' clause

Your cover won't be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must let us know as soon as such an act, which is in contravention of any of the cover, exclusions, clauses, conditions or extensions of this section, becomes known to you, and you'll be responsible for any additional premium payable from the date that any increased risk happens.

# Office contents



## In a nutshell...

Sometimes, it's not just about what you do, it's also about how you do it... And have you ever wondered how you would do it if all your stuff was stolen or damaged? Luckily, the king has a back-up plan. We'll cover your office contents, rent and alternative premises, documents and legal liability related to documents, and increased cost of working, so that you can keep doing what you do.

## Choice of cover

### Your choice, our pleasure

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

- A. Office contents.
- B. Rent.
- C. Documents.
- D. Legal liability: Documents.
- E. Increased cost of working.

## What's covered by the king: A. Office contents

You're covered for the loss of, or damage to office contents at the insured business premises due to:

- Fire, lightning, thunderbolt, subterranean fire or explosion.
- Storm, wind, water, hail or snow.
- Earthquake (excluding underground workings of any mine).
- Aircraft and other aerial devices, and objects dropped from them.
- Impact by animals, trees (except if they're being felled), aerials, satellite dishes and vehicles, but you're not covered for any damage to them, or for any property in or on such vehicles.
- Accidental damage or breakage of mirror glass, plate glass tops to furniture, or fixed glass forming part of any item of furniture.

## **What's covered by the king: B. Rent**

You're covered for the amount of rent payable or rental value in the event of the office premises noted on your policy schedule being rendered unfit for occupation due to damage by an event defined under 'A. Office contents' but only for the period necessary for reinstatement and subject to the insured value, as noted on your policy schedule. 'Rent payable' is the actual rent payable by you to the owner or landlord of the premises. 'Rent value' is the actual rental value of the premises.

## **What's covered by the king: C. Documents**

You're covered for documents in connection with the business, which are owned by you, or that you're responsible for, and which are normally kept at the office premises, subject to the insured value as noted on your policy schedule.

## **What's covered by the king: D. Legal liability: Documents**

You're covered for legal liability to others, caused directly by the loss of or damage to documents for which you can claim under 'C. Documents' cover.

## **What's covered by the king: E. Increased cost of working**

You're covered for additional expenditure as a result of an incident that you can claim for under 'A. Office contents' and 'C. Documents', not otherwise provided for, for the purposes of maintaining the normal operation of the business, subject to the insured value noted on your policy schedule.

## **What's NOT covered by the king: A. Office contents**

You're not covered for loss or damage:

- Due to any tsunami or tidal wave originating from an earthquake.
- Arising from the property undergoing any process involving the use or application of water.
- In the underground workings of any mine.
- Caused intentionally (or with your knowledge or consent) by you or by a principal, director, member, partner or employee.
- Caused by subsidence or landslide.
- If the building is vacant, abandoned, empty, illegally occupied, or unoccupied for more than 30 consecutive days, unless otherwise agreed to and noted on your policy schedule.

## What's NOT covered by the king: C. Documents

You're not covered for loss or damage due to:

- Gradual deterioration or wear and tear.
- Electric, electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings, except when caused by lightning.
- Vermin or inherent defect, or by processing or copying of other work upon the documents.
- Dishonesty by you or your principal, director, member, partner or employee, whether acting alone or in collusion with others. This exclusion won't apply if the member or director is also your employee, and if you have the right at all times to control and direct the performance of his/her work in your service and in the course of the business.
- Costs, charges and expenses for reshooting films, videos and recording audio tapes.

## What's NOT covered by the king: D. Legal liability: Documents

You're not covered for loss or damage if:

- Liability is assumed by agreement, unless you would still have been liable had the agreement not been entered into.
- Your claim under 'C. Documents' has been rejected.

## Specific condition

### Average

If the insured value is less than the total value of the insured property, then the average will apply and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be separately subject to this condition. This is known as the 'average' and happens when you've under-insured your property.

## What we mean when we say...

<b>Electronic data processing equipment</b>	<ul style="list-style-type: none"><li>• Computer equipment which includes items such as laptops, palmtops, monitors, keyboards, mice, other related hardware, peripherals and computer software and the information or data stored therein or thereon.</li><li>• Other electronic equipment, where the equipment can't perform its basic function without electronic components (including but not limited to vacuum tubes, transistors, diodes, integrated circuits) as well as cellphones, televisions, video equipment, decoders, audio systems, digital photographic equipment, digital telephonic equipment, and digital printing or scanning equipment.</li></ul>
---	---

<p><b>Documents</b></p>	<p>Mortgage bonds, title deeds, films, tapes, addressograph plates, transfer deeds, powers of attorney, tender documents and agreements, deeds, mortgages, certificates, wills, manuscripts, business books, maps, plans, drawings, abstracts, specifications, computer programs and records (whether on paper, microfilm, magnetic tape or disc and written and printed documents).</p> <p><b>Please note:</b> This excludes money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds or cheques, all property carried or held as samples for sale or for delivery after sale and any written order to pay a sum in money, or any written evidence of indebtedness or obligation.</p>
<p><b>Office contents</b></p>	<p>All contents contained in your office, landlord's fixtures and fittings that belong to you, or that you're responsible for excluding:</p> <ul style="list-style-type: none"> <li>• Cars, such as motor cars, motorised scooters, LDVs, caravans, trailers, aircraft, trucks and watercraft, and all their accessories.</li> <li>• Electronic data processing equipment and software, related hardware, peripherals and the stored information or data.</li> <li>• Documents, designs, patterns, models or moulds, samples, money, securities, stamps, jewellery or precious stones, unless insured under 'C. Documents'.</li> <li>• Stock and materials in trade.</li> <li>• Property more specifically insured elsewhere.</li> </ul>

## Extensions automatically included

### All other contents

You're covered for personal effects, which belong to you or to a principal, director, member, partner or employee, provided that such property isn't otherwise insured, and subject to the insured values, as noted on your policy schedule.

### Capital additions

You're covered for alterations, additions and improvements to the insured property for an amount not exceeding 25% of the insured value. You must please tell us about such alterations, additions and improvements as soon as possible, to be covered for them, and you must pay the appropriate premium for them.

## **Demolition and clearing costs**

You're covered for costs in respect of the demolition of buildings and machinery, the removal of debris (including stock debris) and/or providing, erecting and maintaining of hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction up to 15% of the claimed amount.

## **Fire extinguishing charges**

You're covered for reasonable costs relating to the extinguishing of fire or fire-fighting, provided that you're legally liable for these costs, and that the insured property was in danger from the fire.

## **Locks and keys**

You're covered for the cost of replacing locks and keys to any insured building, after the disappearance of any key to such premises, or if you have good reason to believe that any unauthorised person may be in possession of a duplicate key, subject to the insured value noted on your policy schedule.

## **Malicious damage**

You're covered for property noted on your policy schedule that's damaged intentionally.

You're not covered for:

- Damage caused intentionally (or with your knowledge or consent) by you or by a principal, director, member, partner or employee.
- Property that's stolen or damaged while being stolen.
- Property damaged while thieves are gaining entrance to or exit from the premises.
- The removal or partial removal, demolition, attempted demolition or partial demolition of your building, if linked to an attempted or successful theft of your building or any portion of it.
- Consequential loss, other than loss of rent or the cost of alternative accommodation.
- Damage or loss caused by stoppage, slowing down or interruption of work or any process.
- Loss or damage if the building is vacant, abandoned, empty, illegally occupied, or unoccupied for more than 30 consecutive days, unless otherwise agreed to and noted on your policy schedule.

## New and additional premises

If you occupy offices or consulting rooms (other than those noted on your policy schedule), in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi, the insurance under this section will apply as though these offices or consulting rooms were office premises within the meaning of this section, provided that:

- You advise us within a reasonable time of taking occupation, and that you pay an additional premium calculated pro rata from the time of taking occupation, until the end of the then-current period of insurance.
- This clause won't apply to any loss, in so far as the same isn't otherwise insured.

## Power surges

You're covered for the loss of, or damage to, the insured property, caused by power surges and loadshedding, subject to the insured value noted on your policy schedule.

### **Please note:**

- **The limit noted on your policy schedule is the annual aggregate for the period of insurance.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

## Prevention of access: If insured under 'B. Rent'

If property within a 50km radius of the insured property noted on your policy schedule is lost or damaged by a defined peril during the period of insurance, and this prevents or hinders the use of, or access to, the insured property, we'll pay for any loss of rent you may incur as a result thereof, subject to the insured value, as noted on your policy schedule. The loss of rent calculation will be based on the rent payable immediately before the loss or incident, or its equivalent rental value.

## Security costs

You're covered for the costs incurred, with our prior consent, to protect or attempt to protect any insured property following an insured incident. This amount will be in addition to any other payment that we may be liable for in terms of this section. Cover is subject to the insured value noted on your policy schedule.

## Skeleton keys

You're covered if you can prove to our satisfaction that a skeleton key or other similar device, other than a duplicate key, was used to gain entry into, or exit from, the insured premises. This constitutes forced and violent entry or exit for the purpose of an insured incident.

## Subsidence and landslip: Limited cover

You're covered for loss or damage that's caused to your property by subsidence and landslip.

You're not covered for:

- The destruction of or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause, at the same time.
- The loss or destruction of or damage to swimming pools, tennis courts, driveways, paths, patios and terraces, unless they're specifically noted on your policy schedule and the insured building is damaged at the same time.
- Damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Work that's necessary to prevent further loss, destruction or damage.
- Damage caused by or attributable to:
  - The faulty design or construction of any building situated at the insured premises.
  - The removal or weakening of support to any building situated at the insured premises.
  - Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - Excavation on or under land other than excavation in the course of mining operations.
  - The compaction of infill.
  - Normal settlement, shrinkage or expansion of the building or the land supporting the building.
- Consequential loss of any kind whatsoever, except loss of rent when specifically insured under this section.

### **Please note:**

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

## Temporary repairs and measures after a loss

You're covered for reasonable costs and expenses that you incur to effect temporary repairs and take temporary measures, as may be reasonably necessary after an insured incident.

## Optional cover

### Cover more. Pay a little more

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

#### Riot and strike

You're covered for loss of, or damage to, the insured property, that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature, other than loss of rent, if specifically insured.
- Detention or confiscation by any lawfully-constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasions, acts by foreign enemies, hostility or warlike operations (whether war is declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause. This should be aimed at bringing about any social or economic change, or in protest against any state, government or provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

#### Please note:

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

## **Subsidence and landslip: Extended cover**

You're covered for loss or damage that's caused by subsidence and landslip, subject to the building foundation and construction being designed and approved by a licensed structural engineer and approved by us.

You're not covered for:

- Damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Work that's necessary to prevent further loss, destruction or damage.
- Damage caused by or attributable to:
  - The faulty design or construction of any building at the insured premises.
  - The removal or weakening of support to any building situated at the insured premises.
  - Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - Excavation on or under land, other than excavation in the course of mining operations.
  - The compaction of infill.
  - Normal settlement, shrinkage or expansion of the building or the land supporting the building.
- Consequential loss of any kind whatsoever, except loss of rent when specifically insured under this section.

### **Please note:**

- **If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**
- **If this cover is taken, it'll replace 'Subsidence and landslip: Limited cover'.**

## **Theft with forced entry/exit**

You're covered for theft and attempted theft of your office contents subject to the insured value as noted on your policy schedule, provided that there's visible, forced and violent entry into, or exit from, the building. You're not covered for theft, or attempted theft, by you, or by your principals, directors, members, partners or employees.

## **Theft without forced entry/exit**

You're covered for theft and attempted theft of your office contents subject to the insured value as noted on your policy schedule. You're not covered for theft or attempted theft by you, or by your principals, directors, members, partners or employees.

## Clauses, conditions and extensions

### Alteration and misdescription

The cover under this section won't be prejudiced by any alteration or misdescription of occupancy, due to:

- The transfer of processes or machinery.
- The acquisition of additional premises.
- Structural alterations or repairs to buildings, machinery or plant, provided that you let us know as soon as possible thereafter.

### Property removed temporarily

Your insured property is covered while it's temporarily being moved to other premises, or around on your insured premises, including while it's in transit by road, rail or inland waterway anywhere in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe and Malawi, provided that:

- Our liability is limited to 15% of the insured value unless this temporary removal is for the purpose of cleaning, renovation, repair or a similar process.
- The amount payable is limited to the amount that would've been payable if the loss had occurred on the part of the premises from which it was temporarily removed.

### Reinstatement and replacement

You're covered if the insured property is damaged. The amount payable will be calculated based on the cost of replacing or reinstating with property of a similar kind, but not superior to, the insured property when new, provided that:

- The replacement or reinstatement must be carried out with reasonable dispatch (it may be on another site subject to our liability not being increased).
- We're only liable to pay once costs have been incurred by you for replacing or reinstating the property.

If the insured property has a measurable function that's damaged by an insured peril and it's not possible to replace or reinstate such property in terms of the reinstatement value condition, then we'll pay the cost of replacing such property with property of the same quality, capacity, function or output as near as possible, but not inferior, to that of the original property, in line with the reinstatement value condition.

You're not covered:

- If you fail to advise us of your intention to replace or reinstate the damaged property within 6 months of the date that such damage occurs.
- If you're unable or unwilling to replace or reinstate the property on the same or another site.

## Tenants' clause

Your cover won't be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must let us know as soon as such an act, which is in contravention of any of the cover, exclusions, clauses, conditions or extensions of this section, becomes known to you, and you'll be responsible for any additional premium payable from the date that any increased risk happens.



# Business interruption



## In a nutshell...

Even the slightest interruption to your business can lead to a major loss. You need insurance cover that'll protect your business from the financial loss that you may suffer if this happens. The king's business interruption cover won't just cover you, it'll also protect your business every step of the way.

## Choice of cover

### Your choice, our pleasure

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

- A. Gross profit:
  - Difference basis.
  - Additions basis.
- B. Gross rentals.
- C. Revenue.
- D. Increased cost of working.
- E. Wages: Number of weeks basis.
- F. Fines and penalties.

## What's covered by the king: All options

You're covered for financial loss due to the interruption of, or interference with, your business activities, following a successful claim for loss or damage under the following sections of this policy:

- Fire.
- Buildings combined.
- Office contents.
- Any other material damage insurance covering your interests.

Provided that:

- The incident is due to perils that cause damage and are insured under 'Fire', unless otherwise noted on your policy schedule.
- The loss or damage happens at the premises covered under the above sections, and happens within the indemnity period covered by this section.

## Indemnity period

The period beginning with the start of the damage and ending not later than the number of months thereafter, as noted on your policy schedule, during which the results of the business will be affected as a consequence of the damage.

## What's covered by the king: A. Gross profit

You're covered on either the difference basis or the additions basis, as defined below and noted on your policy schedule.

Your cover is limited to loss of gross profit due to:

- Reduction in turnover.
- Increased cost of working.

The amount payable in respect of:

- Reduction in turnover, is the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period falls short of the standard turnover as a consequence of the damage.
- Increased cost of working, is the additional reasonable expense incurred for the purpose of avoiding or diminishing the reduction in turnover that would've taken place during the indemnity period as a consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided. Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced as a consequence of the damage.

Provided that the amount payable will be proportionately reduced if the insured value in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

If any standing charges of the business aren't insured under this section, then in calculating the amount recoverable hereunder increased cost of working, that proportion only of the additional expenditure which the sum of the net profit and the insured standing charges bears to the sum of the net profit and all the standing charges, will be brought into account.

## **What's covered by the king: B. Gross rentals**

Cover is limited to:

- Loss of gross rentals.
- Increased cost of working.

The amount payable in respect of:

- Gross rentals, is the amount by which the gross rentals during the indemnity period fall short of the standard gross rentals as a consequence of the damage.
- Increased cost of working, is the additional reasonable expense incurred for the purpose of avoiding or diminishing the loss of gross rentals that would've taken place during the indemnity period as a consequence of the damage, but not exceeding the amount of the loss of gross rentals thereby avoided. Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross rentals as may cease or be reduced as a consequence of the damage.

Provided that the amount payable will be proportionately reduced if the insured value in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 months.

## **What's covered by the king: C. Revenue**

Cover is limited to:

- Loss of revenue.
- Increased cost of working.

The amount payable in respect of:

- Loss of revenue, is the amount by which the revenue during the indemnity period falls short of the standard revenue as a consequence of the damage.
- Increased cost of working, is the additional reasonable expenses incurred for the purpose of avoiding or diminishing the loss of revenue that would've taken place during the indemnity period as a consequence of the damage, but not exceeding the amount of the loss of revenue thereby avoided. Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of revenue as may cease or be reduced as a consequence of the damage.

Provided that the amount payable will be proportionately reduced if the insured value in respect of revenue is less than the annual revenue where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 months.

## **What's covered by the king: D. Increased cost of working**

Cover is limited to reasonable additional expenditure that's not recoverable under other items and which is incurred with our consent during the indemnity period as a consequence of the damage for the purpose of maintaining the normal operation of the business.

## **What's covered by the king: E. Wages: Number of weeks basis**

Cover is limited to the loss incurred by you by the payment of wages for a period beginning when the damage happened and ending not later thereafter than the number of weeks noted on your policy schedule.

The amount payable will be the actual amount that you'll pay as wages for such period to employees whose services can't be utilised at all as a consequence of the damage as well as an equitable part of the wages payable for such period to employees whose services can't be utilised to the full as a consequence of the damage.

If the insured value is less than the aggregate amount of the wages that would've been paid during the specified number of weeks immediately following the damage if the damage hadn't happened, the amount payable will be proportionately reduced.

## **What's covered by the king: F. Fines and penalties**

Cover under is limited to fines or penalties for breach of contract and the amount payable is the sum that you're legally liable to, and will, pay in discharge of fines or penalties incurred for non-completion or late completion of orders solely as a consequence of the damage.

## **Specific conditions**

Cover and the payment of claims are at all times subject to the following conditions:

- You're not covered if your business is wound up or carried on by a liquidator or judicial manager, is subject to business rescue, or is permanently discontinued, unless we agree otherwise in writing.
- If a claim is submitted, or is intended to be submitted, you must act immediately with due care and take or allow action to be taken, in order to minimise any interruption or interference with your business.
- You must provide us with any financial records that we require, in order to validate any claim.
- If, by reason of these conditions, a claim is rejected, you'll have to repay any amount paid by us on your behalf, during the processing of the claim.

## What we mean when we say...

<p><b>Gross profit: Additions basis</b></p>	<p>The sum produced by adding your standing charges to the net profit or, if there's no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.</p>
<p><b>Gross profit: Difference basis</b></p>	<p>The amount by which the sum of the turnover and the amount of the closing stock exceeds the sum of the amount of the opening stock plus the amount of the uninsured costs and the amount of stock purchases. The amount of the opening and closing stocks will be arrived at in accordance with your normal accountancy methods, with due provision being made for depreciation.</p>
<p><b>Incident</b></p>	<p>The unforeseen and sudden physical damage to the machinery noted on your 'Machinery breakdown' policy schedule, from any cause that's covered under the king's 'Machinery breakdown' insurance.</p>
<p><b>Indemnity period</b></p>	<p>The unforeseen and sudden physical damage to the machinery noted on your 'Machinery breakdown' policy schedule, from any cause that's covered under the king's 'Machinery breakdown' insurance.</p>
<p><b>Insured standing charges</b></p>	<p>The sum of the business's expenses that aren't dependent on the level of goods or services produced by the business.</p>
<p><b>Net profit</b></p>	<p>The net trading profit (excluding all capital receipts, accretions and outlay properly chargeable to capital) resulting from your business at the insured premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any tax chargeable on profits.</p>
<p><b>Turnover/ revenue</b></p>	<p>The money paid or payable to you for goods sold and delivered, and for services rendered in the course of the business at the insured premises.</p>
<p><b>Uninsured costs</b></p>	<p>The sum of the business's variable costs, which are the costs that change in proportion to the level of goods or services that the business produces.</p>

## Trends and variations affecting the business

Adjustments will be made as may be necessary to provide for trends and variations affecting the business either before or after the damage or that would've affected the business if the damage hadn't happened.

### What we mean when we say...

<b>Annual revenue</b>	The revenue during the 12 months immediately before the date of the damage.
<b>Annual turnover</b>	The turnover during the 12 months immediately before the date of the damage.
<b>Rate of gross profit</b>	The rate of gross profit earned on the turnover during the financial year immediately before the date of the damage.
<b>Standard revenue</b>	The revenue during the 12 months immediately before the date of the damage which correspond with the indemnity period.
<b>Standard turnover</b>	The turnover during the 12 months immediately before the date of the damage which correspond with the indemnity period.

#### **Please note:**

**If, during the indemnity period, goods are sold or services rendered elsewhere than at the insured premises for the benefit of the business, either by you or by others on your behalf, the money paid or payable in respect of such sales or services will be brought into account when calculating the turnover, revenue or gross rentals during the indemnity period.**

**If the damage happens before the end of the business' first year of trading at the premises, the value of terms in the table above will be calculated by using values proportionate to the results obtained from start of the business to the date of the damage.**

### Extension automatically included

#### Accounts receivable

You're covered as provided for in 'Accounts receivable' subject to the limit noted on your policy schedule.

## Optional cover

### Cover more. Pay a little more

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

#### Please note:

The optional cover is subject to the insured value that's noted on your policy schedule.

## Accidental damage

You're covered for loss following interruption to your business as a consequence of damage that happens during the period of insurance at the insured premises in respect of which liability is admitted under 'Accidental damage: A. Defined events: Property'.

## Other premises

You're covered, in the following circumstances, for loss resulting from interruption to your business:

### Contract sites

Any site that's not occupied by you, where you're carrying out a contract. You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

### Specified customers

You're covered for customers' premises that are specified and subject to the insured value noted on your policy schedule. You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

### Unspecified customers

You're covered for customers' premises subject to the insured value noted on your policy schedule. You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

### Specified suppliers and sub-contractors

You're covered for the premises of specified suppliers and sub-contractors, subject to the insured value noted on your policy schedule. You're covered worldwide.

### **Unspecified suppliers**

You're covered for the premises of any of your other suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which you obtain electricity, gas or water, subject to the insured value noted on your policy schedule. You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

### **Prevention of access**

If property within a 50km radius of the insured premises is destroyed or damaged and this prevents or hinders the use of the premises or access thereto, whether or not the insured premises or property is damaged. You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

### **Prevention of access: Extended cover**

You're covered if property within a 50km radius of any other premises is destroyed or damaged and this prevents or hinders the use of the premises or access thereto, whether or not the insured premises or property is damaged. You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

### **Public telecommunications: Insured perils only**

You're covered for:

- Property at the premises of any public authority that's empowered by law to supply you with telecommunications facilities.
- The transmission facilities network of the public authority mentioned above.
- You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

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

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

### **Public utilities: Insured perils only**

You're covered for damage to property at electricity generating stations, sub-stations or transmission networks, gasworks and their related gas distribution networks, water purification plants, pumping stations, aqueducts, and pipelines, of an authority that's empowered by law to supply water, gas or electricity for consumption by the public, and which results in an interruption of water, gas or electricity to your premises. You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

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

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

### **Storage, transit and vehicles**

While your property is being stored or while in transit by air, road, rail or inland waterway, or while your vehicles are elsewhere than at premises occupied by you.

You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

### **Theft**

You're covered for loss following interruption or interference with your insured business as a consequence of loss or damage that happens during the period of insurance at the insured premises, which is covered under 'Theft'.

## **Clauses, conditions and extensions**

### **Accountants' clause**

Any particulars or details contained in your books of account or documents that may be required by us for the purpose of investigating or verifying any claim, may be produced and certified by your auditors or professional accountants, and their certificate will be prima facie evidence of the particulars and details that it relates to.

### **Accumulated stock**

In adjusting any loss, account will be taken of, and an equitable allowance made, if any shortage in turnover or revenue is postponed due to the damage, because the turnover or revenue is temporarily maintained from accumulated stocks.

## Departments clause

If the insured business is conducted in departments or branches, the independent trading results of which can be determined, the provisions relating to reduction in turnover, gross rentals and revenue, and increased cost of working, will apply separately to each department or branch affected by the damage.

### **Please note:**

**If the insured value of an item is less than the aggregate for each department or branch, whether or not affected by the damage, the amount payable will be proportionately reduced.**

## Diminution of trade

You're covered for loss following interruption to or interference with your insured business, where the damage forms part of, or is contained in, the complex that your insured premises are in, and which results in a diminution or cessation of your trade due to customers or potential customers temporarily falling away, whether your property is damaged or not.

## Output: Alternative basis

If you choose, the term 'output' may be substituted for the term 'turnover' and will mean the sale or transfer value, as shown in your books, of goods manufactured or processed by you at the insured premises provided that:

- Only the meaning of 'output' or the meaning of 'turnover' will be operative in connection with any 1 event that results in interruption.
- If 'output' is used, the accumulated stocks clause will be inoperative, and the first bullet point of the 'Please note' at the end of 'What we mean when we say' will read as: If, during the indemnity period, goods are manufactured or processed elsewhere than at the insured premises for the benefit of the insured business, either by you or by others on your behalf, then the sale or transfer of such goods will be brought into account in arriving at the output during the indemnity period.

## Salvage sale clause

If you hold a salvage sale during the indemnity period, the final claim settlement will be reduced by the gross profit earned from the sale.

# Accounts receivable



## In a nutshell...

King Price gives you the peace of mind you need to grow your business with confidence and to explore different business opportunities, knowing that you're properly covered if you're unable to trace or determine your outstanding debit balances.

## What's covered by the king

You're covered for financial loss due to the loss of, or damage to, your accounting books, or other business books or records, which result in you being unable to trace or determine your outstanding debit balances:

- At your premises.
- At the residence of a principal, director, member, partner or employee.
- At the premises of your accountant.
- In transit to or from the premises or residence of a principal, director, member, partner or employee, or your accountant.

You're covered for the reasonable increased collection costs and expenses which you incur as a result of the loss of damage.

## What's NOT covered by the king

You're not covered for loss or damage to your accounting books or other business books or records, due to:

- Wear and tear or gradual deterioration.
- Moths or vermin.
- Detention or confiscation by any lawfully-constituted authority.
- Electrical, electronic or magnetic damage, unless you maintain duplicates that are stored at different premises from the originals.
- Fraud or dishonesty by your principal, director, member, partner or employee.

## Specific condition

In the event of a claim we'll pay you the outstanding debit balances amount due to you by your customers, as at the last day of the month immediately before the loss, adjusted or reduced by:

- Amounts paid to you by customers.
- Any amount that's determined to be due to you from a customer.
- Any reasonable increased collection costs and expenses.
- Any average which may apply.

The maximum amount we'll pay won't exceed the insured value noted on your policy schedule. You must provide us with any financial records we require in order to process or investigate any claim.

## What we mean when we say...

<b>Outstanding debit balances</b>	The outstanding amount due to you by your customers, as at the last day of the month immediately before the loss, adjusted or reduced by: <ul style="list-style-type: none"><li>• Bad debts.</li><li>• Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the loss) into customers' accounts, between the last day of the month immediately before the loss and the date of the loss.</li><li>• Any abnormal trade condition/s that have had a material effect on your business.</li></ul>
-----------------------------------	---

## Optional cover

### Cover more. Pay a little more

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

### Riot and strike

You're covered for loss of, or damage to, the insured property, that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature.
- Detention or confiscation by any lawfully constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasion, act of a foreign enemy, hostility or warlike operation (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government, or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.

#### Please note:

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

## **Clauses, conditions and extensions**

### **Accountants' clause**

Any particulars or details contained in your books of account or other business books or records which may be required by us under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by your auditors or professional accountants, and their certificate will be prima facie evidence of the particulars and details that it relates to.

### **Duplicate records: If noted on the schedule to be included**

You're required to maintain duplicates of your books of account, or other business books, or records containing details of outstanding debit balances, and such duplicates must be stored at a different premises from the originals.

### **Protections: If noted on the schedule to be included**

Your books of account and or other business books or records containing details of outstanding debit balances must be kept in a fire-resistant safe, cabinet or strongroom outside business hours, unless they're being worked on or are required for immediate reference.

### **Transit extension: If noted on the schedule to be included**

Your cover under this section includes losses as defined to your books of account or other business books or records while in transit to or from the premises or residence of any principal, director, member, partner or employee, or your accountant.

# Theft



## In a nutshell...

Business owners carry the responsibility for making sure that it's business as usual, even after a robbery. The king's theft insurance for businesses covers property stolen from your premises including damage to the building in order to gain entry.

## Choice of cover

### Your choice, our pleasure

**Under this section you can cover your property or property that you're responsible for against theft, on the following basis:**

- A. Full value.
- B. First loss limit.

## What's covered by the king: All options

Loss of or damage to all contents, being your property or property that you're responsible for, that's stolen out of any insured building at the insured premises noted on your policy schedule as a result of:

- Theft that's accompanied by visible, forced and violent entry into or exit from such building or any attempt there at.
- Theft, or any attempt there at, following violence or the threat of violence.

## What's NOT covered by the king: All options

You're not covered for loss or damage:

- If the items are more specifically insured elsewhere.
- To property if the damage is caused by any incident defined under 'Fire' except if an explosion is used in an attempt to gain entry into the building.
- To property that's insurable under a glass insurance policy and damaged by an insured incident.
- Of any cash, bank and currency notes, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature.
- Due to any theft or attempted theft by you, or by a principal, director, member, partner or employee, or any member of your household.

- To property if the building is vacant, abandoned, empty, illegally occupied, or unoccupied for more than 30 consecutive days, unless otherwise agreed to and noted on your policy schedule.
- To goods outside an insured building.
- To counterfeit items.
- Involving the use of the keys, including duplicate keys, and burglar alarm codes, unless the keys and alarm codes are obtained by violence or the threat of violence.

**Please note:**

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

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

## **Specific conditions**

### **Average**

If the insured value is less than the total value of the insured property, then the average will apply and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be separately subject to this condition. This is known as the 'average' and happens when you've under-insured your property.

### **First loss average**

If the insured value is less than the total value of the insured property, you'll only be paid out such proportion of the first loss limit as the insured value bears to the total value of the insured property. Every item (if more than 1) will be separately subject to this condition.

## **Extensions automatically included**

### **All other contents**

You're covered for personal effects, which belong to you or to a principal, director, member, partner or employee, provided that such property isn't otherwise insured, and subject to the insured values, as noted on your policy schedule.

### **If the thieves are concealed or hiding on your premises**

You're covered for theft if it's committed by people concealed, or hidden, on your premises before the close of business.

## Locks and keys

You're covered for the cost of replacing locks and keys to any insured building, following the disappearance of any key to such premises, or if you have good reason to believe that any unauthorised person may be in possession of a duplicate key, subject to the insured value noted on your policy schedule.

## Skeleton keys

You're covered if you can prove to our satisfaction that a skeleton key or other similar device, other than a duplicate key, was used to gain entry into, or exit from, the insured premises. This constitutes forced and violent entry or exit for the purpose of an insured incident.

## Optional cover

### Your choice, our pleasure

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

## Damage to buildings, fixtures and fittings

You're covered for damage to the buildings including landlord's fixtures and fittings whether inside the buildings or attached to the outside of the buildings at the insured premises in the course of theft or any attempt thereat.

### Please note:

**The maximum we'll pay is the insured value that's noted on your policy schedule.**

## Stock: Seasonal increase

Your cover under 'Fire column 4: Stock' will automatically be increased by the percentage in the month/s selected, as noted on your policy schedule.

## Theft without forced or violent entry or exit

You're covered for theft or attempted theft without signs of forced or violent entry or exit subject to the insured value noted on your policy schedule.

### Please note:

**You're not covered for theft or attempted theft by you, or by your principal, director, member, partner or employee.**

# Money



## In a nutshell...

King Price covers you and your business in the unfortunate loss of, or damage to, any money that's kept on your business premises.

## Choice of cover

### Your choice, our pleasure

**In this section you have a choice to cover money noted on your policy schedule for loss or damage, on the following basis:**

- A. During business hours.
- B. After business hours.
- C. While in transit.

## What's covered by the king

You're covered for loss or damage to money inside South Africa, Namibia, Lesotho, Botswana, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi subject to the insured value noted on your policy schedule:

- During your usual business hours, while contained inside the building occupied by you at the insured premises as noted on your policy schedule.
- After your usual business hours, while contained inside the building in a locked safe occupied by you at the insured premises as noted on your policy schedule.
- In transit, while being taken to or from the address noted on your policy schedule by you, a principal, director, member, partner or employee, or professional money carrier.

## What's NOT covered by the king

You're not covered for loss or damage:

- That arises from the dishonesty of any principal, director, member, partner or employee. This exclusion won't apply if the loss is discovered within 14 working days of the incident.
- Arising from a shortage due to an error or omission.

- To insured property from or in any vehicle being used by you, except if you can show, to our satisfaction that you were, or your principal, director, member, partner or employee was, at the time of the loss:
  - Actually in the vehicle, or within 5m of it and in a position from which the vehicle was clearly visible.
  - Rendered incapacitated by an accident involving the vehicle.
- Arising from the use of keys to any safe or strong room, except if the keys were obtained by violence or threats of violence:
  - Used by the key holder (or a person colluding with him/her) and you can show, to our satisfaction, that the key holder (or a person colluding with him/her) used the key to open the safe or strong room.
- Arising from an incident that you can claim for under the king's 'Fidelity' cover, or any other fidelity insurance policy, whether you submit a claim or not.
- If the insured property is contained in an unlocked safe or strong room that's in a part of the premises that's unattended at the time of the incident, except if you can show, to our satisfaction, that the key holder to the safe or strong room at the time of the theft deliberately left it unlocked with the intention of allowing the money to be stolen.
- Caused by incorrect electronic fund transfers by the insured or due to cybercrime.

## What we mean when we say...

<b>Money</b>	Your cash, bank and currency notes, postal orders, current negotiable postage and revenue, credit card vouchers and documents, certificates or other instruments of a negotiable nature. This includes money that you're responsible for.
--------------	---

## Extensions automatically included

### Locks and keys

You're covered for the cost of replacing locks and keys to any insured building or safe, following the disappearance of any key to such premises, or if you have good reason to believe that any unauthorised person may be in possession of a duplicate key.

**Please note:**

**Each claim will be limited to the insured value that's noted on your policy schedule.**

## Receptacles and clothing

You're covered for the loss of, or damage to:

- Any safe, strong room, strongbox, till, cash register, cash box or other receptacle for money, and any franking machines.
- Clothing and personal effects belonging to you or your principal, director, member, partner or employee, which is lost or damaged as a result of theft, or attempted theft, of money.

### **Please note:**

**You're not covered for receptacles and clothing that are more specifically insured elsewhere, subject to the insured value, as noted on your policy schedule.**

## Personal accident

You're covered for the accidental, violent and visible, bodily injury to you (assault), or your principal, director, member, partner or employee, resulting from a theft or attempted theft of money, while the injured person is performing their duties of employment with you.

Bodily injury includes any injury resulting from starvation, thirst or exposure to the elements where the injured person is a victim of theft or attempted theft.

If you, your principal, director, member, partner or employee can't be found as a direct consequence of the theft or attempted theft, and we're satisfied that:

- The missing person has sustained an injury covered by this section.
- The injury has resulted in the death of the missing person.

It'll be assumed, for the purposes of the claim, that the missing person is deceased, provided that if payment in respect of a claim is made and the missing person is later found alive, the money paid by us will be refunded by you.

You're covered for an injury following an insured event that results in such a person's death, permanent disability, temporary total disability or medical expenses subject to the insured value/s, as noted on your policy schedule within 24 months resulting from theft or attempted theft.

## The benefits table with the percentage of compensation

<b>Insured injury</b>	<b>% of insured value or amount to be paid</b>
<b>Death</b>	100%
<b>Permanent disability</b>	
Loss by physical separation at, or above, the wrist or ankle of 1 or more limb.	100%
Permanent and total loss of:	
• Whole eye.	100%
• Sight of eye.	100%
• Sight of eye except perception of light.	75%
Permanent and total loss of hearing in:	
• Both ears.	100%
• 1 ear.	25%
Permanent and total loss of speech.	100%
Injuries resulting in permanent, total disability to follow your usual occupation, or any other occupation for which you're fitted by knowledge or training.	100%
Loss of 4 fingers.	70%
Loss of thumb (1 or both phalanges).	25%
Loss of index finger (1, 2 or 3 phalanges).	10%
Loss of any other finger (1, 2 or 3 phalanges): Per finger.	6%
Loss of metacarpals (first, second, third, fourth or fifth).	5%
Loss of toes:	
• All on 1 foot .	30%
• Big toe, 1 or both toes.	5%
• Other than big toe, if more than 1 toe is lost: Per toe.	5%
<b>Temporary total disability</b>	
Your total and absolute incapacity to perform your usual business/occupation.	The weekly amount noted on your policy schedule.
<b>Medical expenses</b>	
Medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids, prosthesis and emergency services).	The reasonable expenses up to the insured value that's noted on your policy schedule.

**Please note:**

- If an injury isn't specified in the table above, we may pay an amount, at our sole discretion, that's consistent with an injury in the table.
- Permanent, total loss of the use of a body part, in the above table, will be regarded as having lost that part.
- The maximum amount we'll pay is the insured value that you've chosen, and which is noted on your policy schedule, plus any amount paid for a claim under items 'Temporary total disability' and 'Medical expenses'.
- The amount specified under 'Temporary total disability' will only be paid for the duration of the incapacity, and won't be paid for more than 52 weeks. Payments will stop as soon as the injury causing the incapacity has healed as far as is reasonably possible, even though a permanent disability may remain thereafter.
- Any amount paid under 'Medical expenses' will be reduced by any amounts received under any workmen's compensation legislation.
- Cover will only apply to people who are between the ages of 16 and 70 years of age at the time of the theft or attempted theft.
- If a person has made a claim under this section, the person will be required to agree to and undergo a medical examination and any treatment specified by us.
- The 'Dual insurance' clause in the 'Conditions' section of this policy won't apply to this optional cover.
- There's no cover for death or bodily injury directly or indirectly caused by, or as a consequence of, war, political act, invasion, acts of a foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, terrorism or military or usurped power any such attempted act.

## Optional cover

**Cover more. Pay a little more**

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

### Riot and strike

You're covered for loss of, or damage to, the insured property, that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature.
- Detention or confiscation of money by any lawfully constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasion, act of a foreign enemy, hostility or warlike operation (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government, or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act or attempt that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.

**Please note:**

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

## Seasonal increase

Your cover will automatically be increased by the percentage in the month/s selected, as noted on your policy schedule.

## Clauses, conditions and extensions

### Skeleton keys

You're covered if you can prove to our satisfaction that a skeleton key or other similar device, other than a duplicate key, was used to gain access into the receptacle. This constitutes forced and violent entry or exit for the purpose of an insured incident.

**Please note:**

**You're not covered if a duplicate key is used to gain access into the receptacle.**

# Glass



## In a nutshell...

While broken glass may not seem like an expensive commodity to replace, speciality glass can be costly. If the glass on your business premises breaks, we can't promise you won't have 7 years of bad luck (sorry) but we'll turn your frown upside down by making sure it's replaced ASAP.

## Choice of cover

### Your choice, our pleasure

**Under this section you can cover your property or property that you're responsible for against loss or damage to glass on the following basis:**

- A. Full value.
- B. First loss limit.

## What's covered by the king

You're covered for the loss or damage to your internal and external glass (including reflective glass or mirrors), signwriting and treatment thereon, at the insured premises noted on your policy schedule, or premises that you're responsible for.

You're covered for:

- The reasonable cost of the necessary boarding-up.
- Damage to shop fronts, frames, window displays (including fixtures and fittings), and burglar alarm strips, wires and vibrators.
- The cost of the removal and reinstallation of fixtures and fittings necessary for the replacement of the glass.
- The cost of a security guard before the replacement of the glass, boarding-up or the repair of the burglar alarm system, except if this cost is covered by any other insurance policy.

### Please note:

**The maximum amount we'll pay in respect of the glass and other costs is noted on your policy schedule.**

## What's NOT covered by the king

You're not covered for:

- Loss or damage that's insured by any fire insurance policy, except if you're responsible for the glass as a tenant.
- Glass forming part of stock in trade.
- Damage that existed before your cover under this section had started.
- Defacement or damage, other than fracture, through the entire thickness of the glass or any laminate thereof.

## Specific conditions

### Average

If the insured value is less than the total value of the insured property, then the average will apply and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be separately subject to this condition. This is known as the 'average' and happens when you've under-insured your property.

### First loss average

If the insured value is less than the total value of the insured property, you'll only be paid out such proportion of the first loss limit as the insured value bears to the total value of the insured property. Every item (if more than 1) will be separately subject to this condition.

## What we mean when we say...

<b>Glass</b>	Window glass (including mirrors), which is plain plate or float glass not exceeding 6mm in thickness, whether coated with a film or not, or 6.5mm laminated safety glass. If the glass you intend covering under this section is glass other than the glass described here, you need to let us know.
--------------	--

## Optional cover

### Cover more. Pay a little more

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

### Special replacement

Following an incident that you can claim for, if you're obliged in terms of the National Building Regulations or similar legislation, to replace the damaged glass with glass of a superior quality, then we'll cover the increased cost of the replacement, including frames. The maximum amount we'll pay is noted on your policy schedule.

### Riot and strike

You're covered for loss of, or damage to, the insured property, that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature.
- Detention or confiscation by any lawfully constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasion, act of a foreign enemy, hostility or warlike operation (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government, or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act or attempt, that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.

#### Please note:

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

# Fidelity



## In a nutshell...

You place your trust in your employees every day... After all, they're your biggest asset. But, as the saying goes, 1 bad apple can spoil the whole barrel. In this case, you can count on the king. King Price fidelity insurance covers you for dishonest and unlawful actions by employees that could harm your business.

## Choice of cover

### Your choice, our pleasure

**You may choose to be covered in the following ways:**

- A. Blanket basis.
- B. Named employee/specified position basis.

## What's covered by the king

You're covered for financial loss, due to fraud or dishonesty of an insured employee, by the theft of money or other property belonging to you, or that you're responsible for which happens during your period of cover, which results in a dishonest personal financial gain for that employee.

### A. Blanket basis

You're covered for losses involving any employee or number of employees acting together. The maximum amount we'll pay is noted on your policy schedule.

### B. Named employee/specified position basis

You're covered for losses involving the person specified and named, or occupying a specified position, as noted on your policy schedule. The maximum amount we'll pay is the amount you've chosen for that person or position, and which is noted on your policy schedule.

## What's NOT covered by the king

You're not covered for loss due to:

- The dishonest personal financial gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other income.
- Consequential losses of any kind, following a loss covered under this section.
- Loss that's caused or contributed to by:
  - Your business partner, to the extent that the partner will benefit by payment under this policy.
  - Your principal, director or member, unless that principal, director or member is also your employee.
  - An employee, from the time that you become aware that the employee has committed any theft, fraud or dishonesty.
- Any company or other legal entity acquired during your period of cover.
- Any loss, if the loss is the result of the dishonest manipulation of, input into or suppression of input into, destruction of, or alteration of, any computer program, system, data or software by your insured employee, who's employed in your electronic data processing department or area.
- Incorrect electronic fund transfers by the insured or due to cybercrime.

## What we mean when we say...

<b>Employee</b>	Any person who's: <ul style="list-style-type: none"><li>• Employed by you under a contract of service or apprenticeship.</li><li>• Hired by you, or seconded into your service, and who you have the right, at all times, to control and direct in the performance of their work in the course of your business.</li></ul>
-----------------	--

## Optional cover

### Cover more. Pay a little more

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

### Computer losses

You're covered for any loss, if the loss is the result of the dishonest manipulation of, input into or suppression of input into, destruction of, or alteration of, any computer program, system, data or software by your insured employee, who's employed in your electronic data processing department or area.

### Costs of recovery

You're covered for the costs of recovery of the loss from the guilty person or people if you've suffered a loss that you can claim for, and the amount of the loss is more than the amount that you're insured for. Your cover is subject to the insured value, as noted on your policy schedule.

### Recovery of losses

If you've suffered a loss that you can claim for and the amount of the loss is more than the amount that you're insured for, you'll be entitled to amounts that may be recovered. The amount recovered will be apportioned:

- First, to you in the amount of your loss that exceeds the insured value, less the costs incurred by us (or plus the costs incurred by you) in recovering the amount, and less the excess you paid.
- Second, if there's any balance due to us in the amount we paid you in respect of the claim, plus any costs incurred by us in recovering the amount.
- Third, if there's any balance to you in respect of the excess you paid.

#### Please note:

**This doesn't include recovery of losses from any suretyship, insurance, reinsurance, security or indemnity taken or effected by us.**

### Retroactive cover: No previous insurance in force

You're covered for an incident that you can claim for under this section and which happened up to 12 months before cover under this section started.

You're not covered for:

- Any incident that happened more than 24 months before the discovery of the loss.
- Any loss that's discovered more than 12 months before the:
  - Cancellation of this section.
  - Cancellation of cover in respect of a specified employee or position.
  - Termination of the employment of the employee, or the last of a group of employees, involved in a loss, whichever happens first.

### **Retroactive cover: Previous insurance in force**

You're covered for an incident that you can claim for under this section, which happened during the period of insurance of a previous policy and which is noted on your policy schedule. Cover is provided for losses that would've been payable, but that you couldn't claim for under the previous policy, because the period allowed for the discovery of the loss in terms of that previous policy had expired.

The maximum amount we'll pay, if the incident happened during the period of insurance of the:

- Previous policy, is limited to the amount noted on your policy schedule for this section, or the insured value on your previous policy, whichever is less.
- Previous policy and this section, is limited to the amount noted on your policy schedule for this section.

You're not covered for any:

- Incident that happened before the number of years noted on your policy schedule, before the start of cover of this section.
- Incident that happened more than 24 months before the discovery of the loss.
- Loss that's discovered more than 12 months before the:
  - Cancellation of this section.
  - Cancellation of cover in respect of a specified employee or position.
  - Termination of the employment of the employee, or the last of a group of employees involved in a loss, whichever happens first.

### **Retroactive cover: Previous insurance, extended period**

If you select this cover, you have the same cover as provided for in 'Retroactive cover: Previous insurance in force' but the 24-month period referred to under 'What's NOT covered by the king' will be extended to 36 months.

## Clauses, conditions and extensions

### Compulsory excess

The excess amount under this section in respect of a defined event involving an employee or any number of employees acting in collusion will be reduced by:

- 2% of the aggregate of the insured value under this section, or R60,000, whichever is less.
- A further amount of 10% of the net amount, payable after deduction of the amount specified above.

**Please note:**

**Both amounts will be paid in full by you as excess in the event of a claim.**

### Controls, checks and balances

You must uphold and maintain the systems of control, accounting and clerical procedures, and methods of conducting your business, which you presented to us when applying for cover, and on which cover was granted.

You may change the remuneration and conditions of service of any employee and change duties or position of an employee noted on your policy schedule. We need to be told about these changes as they happen.

**Remember, incorrect details = incorrect cover.**

### Increasing the insured value

If you increase the insured value at any time, the increased amount will only apply to insured incidents that occurred after the date on which you increased the insured value.

### Other insurances

It's a condition that no other insurance that covers the same risks as this section is in force, other than:

- A money policy.
- A policy declared to the company at inception or renewal, or at the time a claim is submitted.
- A fidelity pension fund policy that isn't in excess of this section.
- This policy.

## **Previous employees**

Any person who ceases to be an employee will be considered as being an employee for 30 days after he/she ceased to be an employee at your company.

## **What we'll pay**

If a principal, director, member or partner has been directly involved in a loss, we're only liable to the extent of the participation or shareholding of any principal, director, member or partner who wasn't involved in the loss. This applies to partnerships, proprietary companies and close corporations.

## **Your accounting records**

You need to provide us with any financial records that we require, in order to process or investigate a claim.

# Goods in transit



## In a nutshell...

We know that transport damage and theft happen all-too-often, whether the goods are in your own car, or being transported by professional carriers. With the king's cover, this damage won't slow your business down.

## Choice of cover

### Your choice, our pleasure

**Under this section, you can cover your goods in transit in the following ways:**

- A. All risks.
- B. Fire, explosion, collision, derailment and overturning only.
- C. Fire, explosion, collision, derailment, overturning, theft and hi-jacking only.

### What's covered by the king: A. All risks

You're covered for the loss of, or damage to, goods in transit that belong to you or that you're responsible for, that's caused by an accident or any incident not excluded under this section, and that occurs inside South Africa.

### What's covered by the king: B. Fire, explosion, collision, derailment and overturning only

You're covered for the loss of, or damage to, goods in transit that belong to you or that you're responsible for, as noted on your policy schedule, that's caused by fire, explosion, collision, derailment and overturning of the means of transport inside South Africa.

### What's covered by the king: C. Fire, explosion, collision, derailment, overturning, theft and hi-jacking only

You're covered for the loss of, or damage to, goods in transit that belong to you or that you're responsible for, as noted on your policy schedule, that's caused by fire, explosion, collision, derailment, overturning, theft and hi-jacking of the means of transport, inside South Africa.

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

You're not covered for loss or damage:

- Due to wear and tear or gradual deterioration (including the gradual action of light, climatic or atmospheric conditions) unless this follows an accident or incident that you can claim for.
- Due to mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured goods, unless this follows an accident or incident that you can claim for.
- Due to goods not being properly secured and covered while in transit.
- Due to impact with inequalities in the road or other surfaces or shifting of the load while in motion.
- Due to loss of any kind, delay, loss of market, depreciation, or changes brought about by natural causes, unless following an accident or misfortune that isn't excluded.
- If the insured vehicle is involved in an accident and it doesn't meet the roadworthy requirements of road traffic legislation.
- Due to an accident where the insured vehicle is towing passengers in a vehicle, or is carrying a load of goods or vehicles that exceed the capacity for which it was constructed or licensed to carry, unless noted otherwise on your policy schedule.
- Incurred while any vehicle is driven by you or any other person with your consent and to your knowledge, who's under the influence of drugs or alcohol, isn't licensed to drive the vehicle, or has an endorsed licence for drunken or reckless and negligent driving.
- If the driver unlawfully leaves the scene of an accident.
- Incurred while the vehicle is being driven by a person who doesn't have a valid professional driving permit to drive the vehicle, as required by the National Road Traffic Act No. 93 of 1996, if applicable.
- Of cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.
- As a result of theft from any unattended vehicle in your custody or control, or in the custody or control of your principal, director, member, partner or employee, unless the goods are contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and there's visible evidence of forced or violent entry to, or exit from, the locked vehicle or building.
- Due to inherent vice or defect, vermin, insects, damp, mildew or rust.
- As a result of your dishonesty or that of your principal, director, member, partner or employee, whether acting alone or in collusion with others.
- Due to detention, confiscation or requisition by customs or other officials or authorities.
- Arising while in transit by sea or inland waterway.
- Due to the breakdown of refrigeration equipment.
- Due to deterioration of goods in transit unless added as 'Optional' cover.

- To livestock, pedigree animals or game being transported.
- To counterfeit items.
- To vehicles being transported when the loss or damage is caused by the driving of the vehicles, including loading and unloading of such vehicles.

## Specific conditions

### Other means of transport

You're covered when your goods are being transported temporarily, by a means of transport other than the means you specified, if:

- The means you specified have broken down during transit.
- The means you specified are undergoing repairs or servicing.
- For any reason beyond your control, the goods are at risk of loss or damage.

### Period of transport

- Transit begins with the moving (including carrying and loading) of the goods at the consignor's premises, continues during the transportation of the goods, and ends when the goods are offloaded and delivered to the consignee's premises or the premises nominated by them.
- The duration of the transportation includes cover while the goods are stored temporarily, for a maximum period of 96 hours in total, during the journey.
- Transit includes the return of goods refused by the consignee to the premises of the consignor.

## What we mean when we say...

<b>Means of transport</b>	Road, rail, post or air transportation of goods.
---------------------------	--

## Optional cover

### Cover more. Pay a little more

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

### Debris removal and fire extinguishing charges

You're covered for costs necessarily incurred to clear up and remove debris, and for fire extinguishing charges, following damage to the means of transport or to the property on it, limited to the insured value that's noted on your policy schedule.

#### Please note:

**You're not covered for the costs and expenses arising from the leakage or loss of fuel from the vehicle's own fuel tank (which is used to propel the vehicle) and not in respect of the means of conveyance.**

### Deterioration of stock following a variation in temperature

You're covered for deterioration of refrigerated stock while in transit, that's caused by:

- A variation in temperature for 2 consecutive hours or longer following the breakdown or malfunction of the refrigeration equipment.
- The incorrect electronic setting of the required temperature of the refrigeration unit by you or anyone responsible for transporting the stock. You or anyone responsible for transporting the stock needs to prove that an incorrect setting happened.

#### Please note:

- **You're covered up to the insured value noted on your policy schedule.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Stock transported in refrigerated shipping containers.**
  - **Loss or damage caused by any other incorrect setting such as airflow intake, outflow or circulation.**
  - **Loss or damage caused by the refrigeration unit running out of fuel.**
  - **Loadshedding.**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

## Deterioration of stock following mechanical or electrical breakdown

You're covered for loss or damage caused by deterioration or contamination to refrigerated goods while in transit, that's caused by mechanical or electrical breakdown of the refrigeration machinery attached to or forming part of the transporting vehicle.

### **Please note:**

- You're covered up to the insured value noted on your policy schedule.
- You're not covered for loss or damage resulting from impact, puncture, collision, overturning, engine failure or shortage of fuel of the transporting vehicle.

## Driver fidelity

You're covered for criminal involvement of your driver or employees in the theft or hi-jacking of insured goods, excluding any involvement by you or by your principal, director, member or partner.

### **Please note:**

You're covered up to the insured value noted on your policy schedule.

## Extended territories

The list of territorial countries is extended to include Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Mozambique and Malawi.

### **Please note:**

You're covered up to the insured value noted on your policy schedule.

## Overloading allowance

You're covered for overloading up to a maximum of 5% of the maximum weight allowed by legislation. If this allowance is exceeded, you're not covered.

### **Please note:**

You're covered up to the insured value noted on your policy schedule.

## Riot and strike

You're covered for loss of, or damage to, the insured property that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature.
- Detention or confiscation by any lawfully constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasions, acts of foreign enemies, hostility or warlike operations (whether war is declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt that's calculated or directed to overthrow or influence any state, government, or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage to further any political aim, objective or cause. This should be aimed at bringing about any social or economic change or in protest against any state, government or provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

**Please note:**

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

# Business all risks



## In a nutshell...

King Price business all risks insurance will cover you for the loss of, or damage to, insured items anywhere in the world... Just as long as they're noted on your policy schedule.

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

You're covered for loss of or damage to the insured property while anywhere in the world, by any accident or incident not otherwise excluded. Your cover is subject to the insured values noted on your policy schedule.

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

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

- Theft from any unattended vehicle unless the property is concealed, not visible to passers-by and contained in a completely closed and securely locked vehicle, or the vehicle itself is housed in a securely locked building and entry to or exit from the locked vehicle or building is accompanied by forced and violent entry or exit. If you can demonstrate, through video surveillance footage or any other conclusive proof, that an attempt was made to lock the vehicle using the vehicle remote, but that the locking mechanism was blocked by thieves using an electronic device, this evidence will be sufficient to satisfy the forced and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.
- It undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration.
- Inherent vice or defect, vermin, insects, damp, mildew or rust.
- Your dishonesty, or that of a principal, director, member, partner or employee.
- Detention, confiscation or requisition by customs or other officials or authorities.
- Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or incident not otherwise excluded.
- Mechanical, electronic, or electrical breakdown, failure, breakage or derangement, unless caused by an accident or incident not otherwise excluded.
- Cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, or securities of any kind.
- Goods consigned under a bill of lading.

**Please note:**

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

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

## **Specific condition**

### **Average**

If the insured value of unspecified property is less than the total value of the insured property, then the average will apply, and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be subject to this condition separately. This is known as 'average' and happens when you've under-insured your property.

## **Optional cover**

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

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

### **Increased cost of working**

You're covered for the additional costs you necessarily and reasonably incur for the sole purpose of maintaining the normal operation of the business, and which aren't covered by this section.

### **Non-forced and violent entry into a vehicle**

You're covered for loss of, or damage to, the insured property that's concealed in a compartment of a vehicle, not visible to passers-by and you state that the vehicle was locked but there's no evidence of forced and violent entry to or exit from the vehicle, provided that:

- You can provide us with the police case number.
- This cover will only apply to property that's separately and individually specified on your policy schedule.

## Reinstatement of data/programs

You're covered for the costs reasonably incurred for the reinstatement of data and programs stored on insured electronic equipment, which are lost following a defined incident covered under this section, provided that:

- We're not liable for the costs incurred due to program error, incorrect entry, the use of unlicensed software or the inadvertent cancellation or corruption of data and programs.
- Our liability is subject to the insured value noted on your policy schedule.

## Riot and strike

You're covered for loss of, or damage to, the insured property that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature.
- Detention or confiscation by any lawfully constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasions, acts of foreign enemies, hostility or warlike operations (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt that's calculated or directed to overthrow or influence any state, government, or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause. This should be aimed at bringing about any social or economic change or in protest against any state, government or provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

### **Please note:**

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

## Clauses, conditions and extensions

### Currency fluctuations

Our cover makes provision for currency fluctuations and other inflationary trends, where applicable, which may result in the insured value increasing, but never by more than 25% of the insured value noted on your policy schedule.

### Replacement value condition

The amount payable will be calculated as either:

- The replacement of the property by similar property in a condition equal to but not better or more extensive than its condition when new.
- The repair of the property to a condition substantially the same as but not better than its condition when new.



# Accidental damage



## In a nutshell...

Running a business is risky business and, sadly, accidents are part of everyday life which is why your business needs King Price's accidental damage cover to protect it from unexpected mishaps.

## Choice of cover

### Your choice, our pleasure

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

- A. Property.
- B. Leakage and discharge.

### What's covered by the king: A. Property

You're covered for the accidental physical loss or damage to the insured property, arising from 1 original cause, subject to the insured value noted on your policy schedule.

### What's covered by the king: B. Leakage and discharge

You're covered for the accidental physical loss of, or damage to, the insured property caused by discharge or leakage from tanks, sprinklers, drenching systems or fire extinguishing equipment, pipes or appearance of chemicals, oils, liquids, fluids, gases or fumes (including the loss of these chemicals, oils, liquids, fluids, gases or fumes) subject to the insured value noted on your policy schedule.

### What's NOT covered by the king: All options

You're not covered for loss or damage due to:

- Any insured incident that's excluded.
- Detention, confiscation or requisition by customs or other officials or authorities.
- Unexplained disappearance, loss or shortage that's only revealed during or after an inventory, or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information.

- Discharge, leakage or appearance contributed to by wear and tear.
- Not maintaining equipment regularly and according to recommended or experts' specifications, or any other gradual cause.
- Any fraudulent scheme, trick, device or false pretence of which you (or any person having custody of the insured property) are the victim.
- Fraud or dishonesty by your principal, partner, member, director or employee.
- Overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failures. This exclusion applies only to vessels, pipes, tubes or similar apparatus.
- Breakdown, electrical, electronic and/or mechanical derangement.
- Altering, bleaching, cleaning, dyeing, manufacturing, repairing, restoring, servicing, renovating, testing or any other work done to or on insured items.
- Fault or defect in the design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion or rust.
- Oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or rot, shrinkage, evaporation, loss of weight, contamination, pollution, any change in colour, flavour, texture or finish, or its own wear and tear.
- Denting, chipping, scratching or cracking that doesn't affect the operation of the item.
- Termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defects, fluctuations in atmospheric or climatic conditions, or the action of light.
- Property that's more specifically insured elsewhere or property for which cover is available (whether you have the cover or not) in terms of any section (other than 'Business all risks') of this policy.
- Deterioration of stock unless specifically included.

## Specific conditions

### Average

If the insured value is less than the total value of the insured property, then the average will apply, and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be separately subject to this condition. This is known as the 'average' and happens when you've under-insured your property.

### Contribution

You may not claim under this section to contribute to any claim for an incident for which the property is more specifically insured elsewhere.

## Documents and records

If you claim for documents, manuscripts, business books, computer system records and media, plans, designs, patterns, models and moulds, your claim is limited to the value of materials and costs paid for labour.

## First loss average

If the insured value is less than the total value of the insured property, you'll only be paid out a proportion of the first loss limit as the insured value bears to the total value of the insured property. Every item (if more than 1) will be separately subject to this condition.

## Sets and pairs

If you claim for the loss of or damage to, an item that forms part of a set, pair or collection, we're not liable for more than the individual value of the damaged or lost item. Any special value that may attach to the fact that the item is part of a pair, set or collection won't be taken into account.

## What we mean when we say...

<b>Insured property</b>	<p>Any tangible property belonging to you or held in trust or on commission for which you're responsible, but excluding:</p> <ul style="list-style-type: none"><li>• Coins (including Kruger Rands and similar coins), bank and currency notes, traveller's and other cheques, money and postal orders, postage and revenue stamps, credit card vouchers and other certificates, documents or negotiable instruments.</li><li>• Furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art.</li><li>• Property in transit by air, inland waterway or sea.</li><li>• Railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electronically propelled cars, motorcycles, mobile plant, caravans and trailers.</li><li>• Standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, any property below the ground, and explosives.</li><li>• Electronic data processing equipment including computer software and the information or data stored therein or thereon.</li><li>• Property in the course of construction, erection or dismantling, including materials or supplies, related thereto.</li></ul>
-------------------------	---

<b>Insured property (continued)</b>	<ul style="list-style-type: none"> <li>• Property in possession of your clients under lease, rental, credit or suspensive sale agreements.</li> <li>• Glass, china, earthenware, marble and other fragile or brittle objects, unless otherwise agreed and noted on your policy schedule.</li> </ul>
<b>Electronic data processing equipment</b>	<p>Computer equipment which includes items such as laptops, palmtops, monitors, keyboards, mice, other related hardware, peripherals and computer software, and the information or data stored therein or thereon.</p> <p>Other electronic equipment, where the equipment can't perform its basic function without electronic components (including but not limited to vacuum tubes, transistors, diodes and integrated circuits) as well as cellphones, televisions, video equipment, decoders, audio systems, digital photographic equipment, digital telephonic equipment and digital printing or scanning equipment.</p>

## Optional cover

### Cover more. Pay a little more

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

### Deterioration of stock

You're covered for the deterioration of stock at the insured premises as a result of accidental physical loss or damage to the insured refrigeration equipment or as a result of leakage of refrigerant as insured under this section, subject to the limit and time excess noted on your policy schedule.

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

- Shrinkage, inherent defects or diseases, natural deterioration or decay.
- Improper storage, damage to packing material, insufficient circulation of air, or non-uniformity of temperature.
- Temporary repairs carried out on the refrigeration machinery without our consent.
- Penalties for delay, consequential loss or damage or liability of any nature whatsoever.
- A wilful act or wilful negligence by you or your representatives.
- Drought.
- Water pollution.

- A shortage of fuel or water.
- A fault on any part of the installation that belongs to the insured premises.
- The exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply, unless such withholding or restriction is directly attributable to damage to the property of such authority.
- A change in temperature as the result of the total or partial failure of the public supply of electricity to the insured premises, which is caused by mechanical, electrical or electronic breakdown unless such failure lasts longer than 24 hours.
- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## **Clauses, conditions and extensions**

### **Additional costs**

You're covered in respect of insured buildings, plant and machinery, and the insured value will include:

- Any costs incurred, due to the necessity to comply with building or other regulations of any public authority, to repair or reinstate insured property following an insured incident, provided that such costs don't include:
  - Anything for which notice had been served on you before the insured incident.
  - Anything connected with undamaged property.
  - Rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property.
- Fees for the examination of municipal or other plans.
- Reasonable costs incurred in the necessary demolition, removal of debris, erection and maintenance of hoardings during demolition and rebuilding, excluding costs arising from pollution or contamination of property not insured by this policy.
- The professional fees of architects, quantity surveyors and other consultants. In respect of all insured property, the insured value includes reasonable charges levied by any authorised fire brigade for their services.

You're not covered for any costs:

- Incurred for removing debris, except from the site of the destroyed or damaged insured property and the area immediately adjacent to it.
- Arising from pollution or contamination of property not insured under this section.

### **Property you don't want to cover**

Property that you don't want to cover, and which is noted on your policy schedule as such, is specifically excluded under this section and won't be taken into account when determining the insured value and applying the average.

## **Mortgagee clause**

The interest of any mortgagee under this section won't be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee must let us know as soon as any such act or omission comes to their knowledge, and will be responsible for any additional premium payable from the date that any increased risk becomes known.

## **Railway and other subrogation clause**

You won't be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' clause or other special agreements with Transnet regarding private sidings or similar agreements with other government bodies.

## **Reinstatement and replacement**

You're covered if the insured property is damaged. The amount payable will be calculated based on the cost of replacing or reinstating with property on the same site, of a similar kind, but not superior to, the insured property when new, provided that:

- The replacement or reinstatement must be carried out with reasonable dispatch (it may be on another site subject to our liability not being increased).
- We're only liable to pay once costs have been incurred by you for replacing or reinstating the property. If the insured property has a measurable function, that's damaged by an insured peril and it's not possible to replace or reinstate such property in terms of the reinstatement value condition, then we'll pay the cost of replacing the property with property of the same quality, capacity, function or output as near as possible, but not inferior, to that of the original property, in line with the reinstatement value condition.

You're not covered if you fail to advise us of your intention to replace or reinstate the damaged property within 6 months of the date that such damage occurs and if you're unable or unwilling to replace or reinstate the property on the same or another site.

## **Tenants' clause**

Your cover won't be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must let us know as soon as such an act, which is in contravention of any of the terms, exceptions or conditions of this section becomes known to you, and you'll be responsible for any additional premium payable from the date that any increased risk happens.

# Public liability



## In a nutshell...

Sometimes, despite the best intentions and best-laid plans, accidents happen and things go wrong. At these times, you need solid backing from a reliable partner... A partner that can cover you and your business for injury to third parties, as well as for loss of and damage to their possessions. (Spoiler alert: We're that partner.)

## What's covered by the king

### Claims made

You're covered for damage that you become legally liable to pay, arising from the accidental death or illness of, or bodily injury to, other people, or the accidental loss or damage to their tangible property, which happens during or in connection with your business.

The liability must arise on or after the retroactive date noted on your policy schedule and must result in a claim first being made against you in writing during the period of insurance.

### Limit of indemnity

You're covered up to the insured value noted on your policy schedule, including any legal costs recoverable from you by a claimant or any number of claimants and all other costs and expenses incurred with our consent for any 1 incident or series of incidents with 1 original cause or source.

### Where you're covered

You're covered within South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Malawi and Mozambique.

## What's NOT covered by the king

You're not covered for loss or damage under 'Public liability' cover (including 'Optional' cover):

- Due to injury to your employees or any people under apprenticeship during their employment or apprenticeship with you.
- To:
  - Property that belongs to you.
  - Property that belongs to your employees or that's in your or their custody or control, except if the premises, or its contents, are temporarily occupied by you for work therein.
  - That part of any property that you are or have been working on if the damage is the direct result of that work.
  - Any underground cables, pipes and conduits caused while digging trenches.
- Due to injury or damage caused by, through, or in connection with:
  - Any advice or treatment of a professional nature other than incidental first aid treatment, given or administered by you or at your direction.
  - The ownership, possession or use by you, or on your behalf, of any mechanically propelled motor vehicle (other than a pedal cycle or a lawnmower), trailer, watercraft, locomotive or rolling stock. This exclusion won't apply to an injury or damage caused or arising in connection with the loading or unloading of a vehicle, if the liability for the injury or damage isn't insured by any other insurance policy.
  - An aircraft, whether directly or indirectly, including the refuelling of an aircraft and the ownership, possession, maintenance, operation or use of an aircraft or an airline, and the ownership, hiring or leasing of any airport, airstrip, or helicopter pad.
  - Goods or products (including containers) sold or supplied, and if the injury or damage happens elsewhere than on the premises occupied by you.
- That happens after the completion and handing over of any work and is caused by, through, or in connection with any defect, error in, or omission from the work.
- Due to any incident known to you, but not disclosed to us, which happened before the start of your cover under this section.
- Due to damage caused by vibration or the removal or weakening of, or interference with, support to any land, building or other structure.
- Assumed by you by agreement, unless you would've been liable to the same extent if the agreement hadn't been entered into, including fines, penalties, punitive, exemplary or vindictive damages.
- In respect of judgments delivered or obtained in a court of competent jurisdiction within South Africa, Namibia, Botswana, Lesotho, Mozambique, Eswatini (Swaziland) and Malawi, including any costs and expenses of litigation recovered by any claimant from you, which aren't incurred in and recoverable in these areas.

- Due to any claim arising from, based upon or in connection with unlawful competition (including trade mark, trade name, domain name or advertising infringement), unfair business practices, abuse of monopoly power or cartel activities, or in any way relating to any breach of a provision of the Competition Act No. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the liability arose.
- For the loss of use of property arising from or caused by pollution, contamination or seepage, including the cost of neutralising or cleaning up of the pollution, except if a claim arises from a sudden, unintended and unforeseen event that's not specifically excluded and noted as such on your policy schedule.
- Including injury, damage to property or liability that's directly or indirectly caused by, related to, or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
- Burst dam walls.
- The use of weapons or firearms.
- Liability relating to injury or damage that's directly or indirectly caused by, in connection with, arises from, or is attributable to:
  - Explosives or the explosion of any boiler.
  - Flood, including burst or overflowing dam walls.
  - Fire or explosion.
- Claims for compensation and legal costs and expenses in respect of death, injury or illness due to a gradually-working cause that's not the result of a sudden and identifiable accident or event.
- The ownership or occupation of any land or building, if this is extended to be included under a buildings policy.

## Specific conditions

### Cancellation or non-renewal of your policy

In the event of the cancellation or non-renewal of your policy, you may report an incident, in terms of 'Our claims procedure: Tell us', to us within 30 days after the expiry of the period of insurance provided that the incident happened during the period of insurance.

### First claim date

Any series of claims made against you by 1 or more claimants during the period of insurance arising from 1 or more incidents with 1 original cause will be treated as if they all had first been made against you:

- On the date that the incident was reported by you in terms of this policy.
- Or if you weren't aware of any incident that could've given rise to a claim, on the date that the first claim of the series was first made in writing against you.

## Manifestation of damage or injury

If the facts don't speak for themselves and we can't mutually agree when an injury or damage happened, then for the purpose of determining the indemnity granted:

- Injury will be deemed to have happened when the claimant first consulted a qualified medical practitioner in respect of such injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, the injury will be deemed to have happened when you were first advised of the injury.
- Damage will be deemed to have happened when it first became evident to the claimant, even if the cause was unknown.

## What we mean when we say...

<b>Employee</b>	Any person who's: <ul style="list-style-type: none"><li>• Employed by you, under a contract of service or apprenticeship.</li><li>• Hired by you or seconded into your service, and whom you have the right, at all times, to control and direct in the performance of their work during your business.</li></ul>
<b>Pollution</b>	The emission, discharge, release, dispersal, disposal, seepage or escape of any liquid, solid, gaseous or thermal irritant or contaminant, including the generation of smell, noise, vibration, light, electricity, radiation, changes in temperature or any other sensory effect upon land, water or the atmosphere.
<b>Product</b>	Any tangible property, including containers and labels, after it's left your custody or control and that's been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired, including any gratuitous or technical advice given by you in the promotion of the product. A product excludes food and drink provided by you to your staff as an employee benefit.
<b>Acquisitions, takeover, or merger</b>	Any transaction whereby another company acquires control over your assets or management or by which your assets become vested in or under the control of another company. This includes a transfer of the whole or any part of a business, trade or undertaking that's transferred as a going concern.

<p><b>'You', 'your', 'insured' or 'the insured'</b></p>	<p>Any person or people, company, or other entity named as insured on your policy schedule, acting as a principal, director, member or partner of the business, including:</p> <ul style="list-style-type: none"> <li>• Their predecessor in that specific business as principal, director, member, or partner.</li> <li>• Any person who becomes a principal, director, member, partner or employee during the period of insurance, but limited to the extent that liability only attaches to you.</li> </ul>
---	--

## **Extensions automatically included**

### **Acquisition and new business**

You're covered for any company formed or acquired by you during the period of insurance, for 90 days from the formation or acquisition, provided that:

- The retroactive date in respect of the new company will be deemed to be the date when the newly formed or acquired company first purchased liability insurance of the type insured by this policy, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the absence of such a declaration, the retroactive date will be the date of the acquisition.
- Your business activities remain unchanged.
- The annual turnover of all newly formed or acquired companies doesn't exceed 5% of your estimated annual turnover, as advised by you at the start date.
- You let us know about the formation or acquisition within 90 days, and we may amend the terms of this section of the policy accordingly.

### **Additional insured**

You're covered, as though a separate policy had been issued to each:

- In the event of your death or any personal representative of yours, in respect of liability incurred by you, your principal, director, member or partner (if requested by you) against any claim that you're entitled to under this insurance.
- To the extent required by the conditions of any contract and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by you for the purposes of the business.
- In respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to you or formed by you for the benefit of your employees:
  - Any officer or member thereof.
  - Any visiting sports team or member thereof.

Provided that:

- Our aggregate liability isn't increased beyond the insured value noted on your policy schedule.
- Any person or organisation to which this extension applies isn't entitled to indemnity under any other policy.

**Please note:**

- **The cover above only applies in respect of liability that you would've been entitled to indemnity for if the claim had been made against you.**
- **For the purposes of this cover, we waive all rights of subrogation or action that we may have or acquire against any of the above, and each party to whom the cover hereunder applies, will observe, fulfil and be subject to the exclusions, clauses, conditions and extensions of this insurance in so far as they can apply.**

## **Animal-drawn vehicles**

You're covered for legal liability arising from any animal-drawn vehicle that belongs to you or is in your custody or control, including the death of, or injury to, any person who isn't an employee of yours, while such person is being carried in or on, entering, or getting onto or alighting from, a cycle or animal-drawn vehicle.

## **Animals that don't belong to you**

You're covered for legal liability arising from animals that don't belong to you, which are grazing on your land with your permission.

**Please note:**

**You're not covered for the loss of, or damage to, such animals.**

## **Car parks**

You're covered for liability as provided for, arising from loss of, or damage to, vehicles and their contents and accessories, and the property of your tenants, customers, visitors or employees using parking facilities provided by you.

## Crop spraying

You're covered for legal liability arising from crop spraying with insecticides and the like on farmlands or veld that you own or occupy.

### **Please note:**

**You're not covered for any liability arising from aerial spraying of crops, plantations, farmlands or veld.**

## Cross liabilities

You're covered, if more than 1 insured is named on your policy schedule, to indemnify each of them separately and not jointly. If a claim for liability, which is covered under this section, arises between them, each insured will be treated as if a separate policy had been issued to them, provided that our aggregate liability doesn't exceed the insured value noted on your policy schedule.

## Droving and escaping of animals and stray animals

If an animal you own causes the loss of, or damage to, any land or property that adjoins yours or anything growing on such land, our liability is subject to the limit noted on your policy schedule.

You're not covered for liability arising from:

- The droving of animals on a public road, unless you comply with all applicable road traffic ordinances.
- The straying of animals, unless all fences alongside public roads are in good condition, and all gates that provide direct access to public roads are kept closed, at all times.

## Emergency expenses

You're covered for all reasonable expenses incurred by you for immediate medical treatment that's necessary at the time of an incident that causes injury to any person who may be the subject of a claim for indemnity by you in terms of this section.

## Employee and visitors' property

The exclusion regarding damage to property belonging to you, won't apply to property belonging to an employee or any visitor to your premises.

## Extended reporting

You're covered to extend the period during which you're required to report an incident that may lead to a claim, for a period to be agreed, but not longer than 36 months, provided that:

- You pay an additional premium.
- This option may only be selected by you in the event that we cancel or refuse to renew this section.
- This option must be exercised by you in writing within 30 days of cancellation or non-renewal.
- Once exercised, the option can't be cancelled either by you or by us.
- You haven't obtained insurance equal in scope and cover to this section as expiring.
- We're only liable for an insured incident that happens after the retroactive date, but before the date of cancellation or non-renewal.
- A claim first made against you, or any incident reported by you during the extended reporting period, will be treated as if it was first made or reported on the last day preceding the cancellation or non-renewal.
- The total amount payable by us for claims made or incidents reported during an extended reporting period won't increase the insured value that's applicable on the day before the cancellation or non-renewal.
- Any claim made following an incident reported during the extended reporting period, which is first made against you in writing more than 48 months after the day before cancellation or non-renewal, isn't covered. If the claimant is a minor, the period of 48 months is extended until 12 months after the claimant is no longer a minor.

## Gratuitous advice

You're covered for incidents caused by your unintentional failure to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party, provided that this section doesn't cover liability arising out of:

- Your insolvency.
- Financial services and/or cost estimates provided by you or on your behalf.
- Defamation.
- Design, formula, supervision, treatment, or advice given by you or on your behalf, in exchange for a fee or benefit of some kind.
- Technical information or advice given in connection with a product, unless the cover for products liability is noted on your policy schedule.

**Please note:**

**If at the time of any incident giving rise to a claim under this extension, cover is also provided under any other insurance, this extension won't be drawn into contribution with such other insurance, except in respect of any amount that you're liable for over and above the cover provided by such other insurance, subject at all times to the insured value noted on your policy schedule.**

## **Liability by agreement**

You're covered for liability that arises:

- From any contract entered with, or indemnity given to, Transnet, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature.
- From the loss of, or damage to, property that belongs to Transnet while it's in your custody or control.
- Through, or in connection with, any vehicle, trailer, locomotive or rolling stock that belongs to Transnet while being used by you, or on your behalf, at any railway siding.

## **Livestock at shows and auctions: Excluding horses**

You're covered for legal liability arising from displaying livestock and while such livestock is in your custody during an auction.

## **Security firms**

You're covered for liability arising from any security firm that's contracted by you to protect your insured property, if you become legally liable for the acts or omissions of the employees of the security firm in the course of this employment as if they were your employees. Our liability is subject to the limit noted on your policy schedule.

If, at the time of an incident that gives rise to a claim, the security firm is entitled to cover for the incident under any other policy, we're not liable to make any payment except in respect of any amount above the amount that's payable under the other policy.

## **Tenants' liability**

You're covered if you occupy the premises as the tenant (but not as the owner) of property that belongs to your employees or that's in your or their custody or control, except if the premises, or its contents, are temporarily occupied by you for work therein, but you're only covered if this damage results directly from work done by you or your employee.

## **Tools of trade**

You're covered for the operation as a tool of any vehicle or plant forming part of mechanically-propelled vehicle or attached thereto, except for liability that falls within any form of motor insurance or compulsory third-party insurance legislation, on condition that no such insurance is in force or has been effected; nor will we be liable if any other form of motor insurance has been taken out by you covering the same.

## **Unattached trailers**

You're covered for any trailer that was attached to any mechanically propelled vehicle that became unintentionally detached from that vehicle.

You're not covered for liability:

- That's insured by, or would but for the existence of this section be insured by, any other policy or policies effected by us.
- That falls within any compulsory third party insurance legislation, on condition that no such insurance is in force or has been effected.

## Optional cover

### Cover more. Pay a little more

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

### Commercial hunting and game-viewing activities

You're covered for liability arising from commercial hunting and game-viewing activities subject to the limit noted on your policy schedule, provided that:

- No alcohol is consumed during hunting activities.
- Clients participating in game-viewing activities must at all times be accompanied by you, or by a guide, employee or other person delegated by you.
- Firing zones must be clearly demarcated and explained to hunting groups/hunters/clients before any hunting activities start.

#### Please note:

- **All correspondence, notices and disclaimers must be conducted and displayed in at least 2 of South Africa's official languages and, if a client, hunter, guest, or other participating party requests an interpreter, 1 must be made available. Such disclaimer must be clearly displayed at the entrance to your premises.**
- **Your indemnity/disclaimer wording must be approved by, and lodged with, us.**
- **The indemnity/disclaimer between you and your clients must be signed by both parties and placed on record before any commercial hunting or game-viewing activities.**
- **Under no circumstances may any firearms be aimed at fellow hunters, clients, or any other people.**

### Dam walls

You're covered for liability arising from an insured dam wall breaking or overflowing. What we'll pay includes any legal costs recoverable from you by claimants, and all other costs and expenses incurred with our consent, for any 1 incident or series of incidents with 1 original cause or during any 1 annual period of insurance. Our liability is limited to the insured value noted on your policy schedule.

## Defective workmanship

You're covered for an insured incident that happens in the territories noted on your policy schedule, elsewhere than at the premises occupied by you, and caused by that part of any property that you are or have been working on, if the damage is the direct result of that work or happens after the completion and handing over of any work and caused by, through, or in connection with, any defect to, error in, or omission from, the work by you in connection with the nature of your business. The amount we'll pay, inclusive of any legal costs recoverable from you by a claimant or any number of claimants, and all other costs and expenses incurred with our consent for any 1 incident or series of incidents with 1 original cause or source, or during any 1 (annual) period of insurance, won't exceed in the aggregate the insured value noted on your policy schedule.

You're not covered for costs:

- For rectifying or recalling defective work.
- Arising from the inefficacy of work or because the work didn't produce the result anticipated or claimed.
- Arising before the handing over of the work.
- Arising from defective design.
- Arising from any work on any aircraft or part thereof.

## Fire extinguishing charges

You're covered for costs relating to extinguishing and fighting a fire (including water-bombing) in addition to any other payment that we may be liable for in terms of your 'Liability' cover, provided that you're legally liable for such costs and the insured property was in danger from the fire.

### **Please note:**

- **Our liability is limited to the insured value as noted on your policy schedule, per claim.**
- **Our liability includes the reasonable costs and expenses that you're legally liable to pay for a spotter plane that belongs to any organisation contracted to the Fire Protection Association of South Africa (FPASA) and that's requested by an FPASA fire protection officer to spot a fire or guide a water-bombing helicopter or plane. Our liability in this respect is limited to R25,000 per incident or during an annual period of insurance.**
- **If you're not a member of a registered fire protection association (FPA) you're not covered for any costs for fire-extinguishing (including costs for water-bombing and spotter planes). You're also not covered for any costs due to a fire that spreads from or across your farm.**

## Inefficacy

You're covered for claims made against you for loss and damage that you're legally liable to pay, as a result of inefficacy of products that you produce. 'Inefficacy' means that a product:

- Doesn't measure up as expected.
- Is unfit to be used.

### **Please note:**

**Our liability is limited to the insured value as noted on your policy schedule.**

## Legal defence costs

You're covered for your principal, director, member, partner or employee, for costs and expenses incurred by them, with our consent, in the defence of any criminal action brought against them in the course of their occupation with you, arising from an alleged contravention of the statutes as herein defined during the period of insurance, subject to the insured value, as noted on your policy schedule, provided that:

- In the case of an appeal, we won't cover them, unless a senior counsel approved by us has advised that the appeal should, in their opinion, succeed.
- We won't cover such person in respect of any fine or penalty imposed by any magistrate or judge, or against any loss as a consequence.
- Such person will, as though they were you, observe, fulfil and be subject to the exclusions, and terms and conditions, of this policy and this section, in so far as they can apply.

## The statutes

- The Occupational Health and Safety Act No. 85 of 1993 (as amended).
- The Mines and Works Act No. 27 of 1956 (as amended).
- The Electricity Act No. 41 of 1987 (as amended), and/or any other act or ordinance pertaining to the supply of electricity.
- All as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

## Product liability

You're covered for an insured incident that happens in the territories noted on your policy schedule, elsewhere than at the premises occupied by you, and caused by any product sold or supplied by you in connection with the nature of your business, including wrongful delivery and delivery of incorrect goods. The amount we'll pay, inclusive of any legal costs recoverable from you by a claimant or any number of claimants, and all other costs and expenses incurred with our consent for any 1 incident or series of incidents with 1 original cause or source, or during any 1 (annual) period of insurance, won't exceed the total insured value noted on your policy schedule.

You're not covered for:

- The cost of repair, alteration, recall, reconditioning or replacement of the product or part thereof that caused injury or damage. For this purpose, the term 'replacement' is deemed to include any credit or refund granted, or alternative product provided by you or on your behalf, in lieu of replacement of the defective product.
- The cost of demolition, breaking out, dismantling, delivery, rebuilding, supply or installation of the product, or any other property essential to such repair, alteration or replacement, unless physically damaged by the product.
- Liability arising from the failure of any product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed, except if there's consequential injury or damage.
- Liability arising from products intended to be installed in, intended to form part of, or forming part of, an aircraft.
- Injury or damage happening in the United States of America or Canada, that's caused by, through or in connection with, any products sold or supplied by or to your order, if the products have, to your knowledge, been exported to the United States of America or Canada by you or on your behalf.
- Any defect in any product or any part thereof, that you were aware of before the start of this 'Optional' cover.
- Any defective design, formula, plan or specification, if you were responsible for any part of the manufacturing, packaging or preparation before the sale.

## **Spread of fire**

You're covered for damage or injury caused by the spreading of a veld or forest fire, subject to the insured value noted on your policy schedule. You're not covered if you don't comply with legislation such as the National Veld and Forest Fire Act No. 101 of 1998.

## **Warehousemen**

You're covered for legal liability that arises from gross negligence by your:

- Cold storage operators.
- Fruit packers.
- Fruit graders.
- Warehousemen.
- Wine cellar operators, winemakers and or wine bottlers.

Provided that:

- Every client or organisation of yours must sign a standard contract in respect of deliveries that lead to you storing, processing or maintaining any third party property.

- Property is only accepted by you for storage, processing or maintenance if the third party requesting storage, processing or maintenance has agreed to the terms and conditions of such standard contract by signing and dating the terms and conditions.
- A copy of these terms and conditions is lodged with us and isn't changed in any way without our written approval.
- If a claim arises in respect of third party property already in your custody or control at the inception date of your 'Warehousemen' cover, then the onus is on you to prove that the damage being claimed for occurred after the inception date.
- At all times, you must visibly display a disclaimer of liability at your premises.

You're not covered for loss or damage to third party property that's due to any insured or insurable peril, or that's insurable under any machinery breakdown, deterioration of stock following machinery breakdown, or loss of income/profit following machinery breakdown policy, whether such cover is incorporated into your King Price agri policy or not.

**Please note:**

**For every claim under 'Warehousemen', you're liable for the first 10%, with a minimum of R5,000, or the amount that's stated on your policy schedule, whichever is greater.**

## **Wrongful arrest and defamation**

You're covered for damages:

- Resulting from wrongful arrest, including for assault in connection with such wrongful arrest.
- In respect of defamation, subject to the insured value noted on your policy schedule.

# Employers' liability



## In a nutshell...

Businesses face many threats, every day. But, the king understands that protecting your royal family of employees is your top priority, and that's why we'll cover you for any legal liability following injury to an employee that happens in the course of, or in connection with, their service to you.

## What's covered by the king

You're covered for damages that you become legally liable to pay, arising from the accidental death or illness of, or bodily injury to, any person who's employed under a contract of service or apprenticeship with you, which happens in the course of and in connection with the person's employment by you, within the territorial limits, and on or after the retroactive date noted on your policy schedule, and which results in a claim or claims first being made against you in writing during the period of insurance.

## Limit of indemnity

You're covered up to the insured value noted on your policy schedule, including any legal costs recoverable from you by a claimant or any number of claimants and all other costs and expenses incurred with our consent for any 1 incident or series of incident with 1 original cause or source.

### Please note:

**You're covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Malawi and Mozambique.**

## What's NOT covered by the king

You're not covered for:

- Liability assumed by you by agreement, unless you would've been liable to the same extent if the agreement hadn't been entered into.
- Liability for disease or impairment that's due to a gradually operating cause that doesn't arise from a sudden and identifiable accident or incident.
- Fines, penalties, or punitive or vindictive damages.

- Damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within South Africa, Namibia, Botswana, Lesotho and Eswatini (Swaziland).
- Litigation expenses recovered from you by any claimant, which aren't incurred and recoverable in the areas described above.
- Any claim arising from an incident known to you and not disclosed to us and not reported to us before the start of this insurance.
- Any claim (in the event of the cancellation or non-renewal of this section) not first made in writing against you within the 48-month period or, in respect of minors, in the extended period.
- Death, injury, illness or liability directly or indirectly caused by, related to, or as a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
- Liability covered by any compulsory motor vehicle insurance act, the Road Accident Fund Act No. 56 of 1996, the Occupational Health and Safety Act No. 85 of 1993, the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and any other insurance contract.

**Please note:**

**Even though you're covered under any of these acts, you won't be covered under this policy.**

## Specific conditions

Any claim first made in writing against you as a result of an insured incident reported in terms of 'Our claims procedure: Tell us' will be treated as if it had first been made against you on the same day that you reported the incident to us.

In the event of the cancellation or non-renewal of this section:

- Any claim resulting from an insured incident that's reported to us, and is first made in writing against you during the 48 months immediately following the cancellation or non-renewal, will be treated as having been made against you on the same day that you reported the incident. If the claimant is a minor, the 48-month period is extended until 12 months after the claimant is no longer a minor.
- You may report an insured incident that may lead to a claim, and which you haven't previously reported to us, for up to 15 days after the cancellation or non-renewal, provided that:
  - The incident happened during the period of insurance.
  - Any subsequent claim, first made in writing against you as a result of the incident, will be treated as if it had first been made on the last day before the cancellation or non-renewal, and is subject to the 48-month period specified above.

- Any series of claims made against you by 1 or more claimants during the period of insurance arising from 1 or more incidents with 1 original cause, will be treated as if they all had first been made against you:
  - On the date that the incident was reported by you in terms of this policy.
  - Or, if you weren't aware of any incident that could've given rise to a claim, on the date that the first claim of the series was first made in writing against you.

## What we mean when we say...

<b>Employee</b>	Any person who's: <ul style="list-style-type: none"> <li>• Employed by you, under a contract of service or apprenticeship.</li> <li>• Hired by you or seconded into your service, and whom you have the right, at all times, to control and direct in the performance of their work in the course of your business.</li> </ul>
-----------------	--

## Extensions automatically included

### Extended reporting

You're covered to extend the period during which you're required to report an incident that may lead to a claim, for a period to be agreed, but not longer than 36 months, provided that:

- You pay an additional premium.
- This option may only be selected by you if we cancel or refuse to renew this section.
- This option must be exercised by you in writing within 30 days of cancellation or non-renewal.
- Once exercised, the option can't be cancelled either by you or by us.
- You haven't obtained insurance equal in scope and cover to this section as expiring.
- We're only liable for an insured incident that happened after the retroactive date, but before the date of the cancellation or non-renewal.
- A claim first made against you, or any incident reported by you during the extended reporting period, will be treated as if it was first made or reported on the day before the cancellation or non-renewal.
- The total amount payable by us for claims made or incidents reported during an extended reporting period won't increase the insured value that's applicable on the day before the cancellation or non-renewal.
- Any claim made following an incident that's reported during the extended reporting period, which is first made against you in writing more than 48 months after the before cancellation or non-renewal, isn't covered. If the claimant is a minor, the period of 48 months is extended until 12 months after the claimant is no longer a minor.

## Principals

If you and a principal are liable for the same damages, and if any contract or agreement between you and a principal so requires, you're covered to insure the principal in like manner to you but only as far as the liability of the principal to an employee, as aforementioned, for the death or illness of, or bodily injury to, the employee, resulting from the negligence of you or your principal.

Provided that:

- In the event of a claim, you must arrange with your principal that the conduct and control of all claims is vested in us.
- The principal must, as though he was you, fulfil and be subject to the exclusions, and terms and conditions, of your policy in so far as they apply.
- Our liability isn't hereby increased.



# Stated benefits and group personal accident



## In a nutshell...

Having group personal accident cover is a great way of protecting your work family. King Price business insurance offers cover for bodily injury to your principals, directors, members and employees. It's tailored to your business's unique needs, on either an annual earning or limit of indemnity basis. You can also choose whether you'd like cover for stated benefits or group personal accident insurance... Or both.

## Choice of cover

### Your choice, our pleasure

**Under this section you have a choice to cover yourself, and your principal, director, member, partner or employee for:**

- A. Group personal accident.
- B. Stated benefits.

### A. Group personal accident

You're covered for specified individuals who're noted on your policy schedule.

### B. Stated benefits

You're covered for a group of employees that's noted on your policy schedule.

## What's covered by the king

You're covered for bodily injury to a specified individual or group of employees, as noted on your policy schedule, provided that the bodily injury:

- Is caused by accidental, violent, external or visible means.
- Results, directly and independently of any other cause, in the death or disability of the insured person, within 24 calendar months of the incident.

You're covered for the following, up to the insured value that's noted on your policy schedule:

- Death.
- Permanent disability, as set out in the benefit table below.
- Temporary total disability, which is defined as total and absolute incapacity to perform the person's usual business or occupation.
- Medical expenses, which are all the necessary costs and expenses for artificial aids, prostheses, medical, surgical, dental treatment, nursing home or hospital treatment (including costs and expenses incurred for emergency transport, freeing the person if trapped, and bringing the person to a place of safety), as a result of bodily injury and incurred within 24 months of the incident leading to the claim.
- Annual earnings, which are the total of the annual wage, salary and cost of living allowance being paid to you at the time of injury, plus overtime, food allowances and commissions paid during the 12 months immediately before the date of the incident leading to the claim.
- Weekly earnings, which means a 1 x fifty-second part of the annual earnings.

**The benefits table with the percentage of compensation**

<b>Insured injury</b>	<b>% of insured value or amount to be paid</b>
<b>Death</b>	100%
<b>Permanent disability</b>	
Loss by physical separation at, or above, the wrist or ankle of 1 or more limb.	100%
Permanent and total loss of:	
• Whole eye.	100%
• Sight of eye.	100%
• Sight of eye except perception of light.	75%
Permanent and total loss of hearing in:	
• Both ears.	100%
• 1 ear.	25%
Permanent and total loss of speech.	100%
Injuries resulting in permanent, total disability to follow your usual occupation, or any other occupation for which you're fitted by knowledge or training.	100%
Loss of 4 fingers.	70%
Loss of thumb (1 or both phalanges).	25%
Loss of index finger (1, 2 or 3 phalanges).	10%
Loss of any other finger (1, 2 or 3 phalanges): Per finger.	6%
Loss of metacarpals (first, second, third, fourth or fifth).	5%
Loss of toes:	
• All on 1 foot.	30%
• Big toe, 1 or both toes.	5%
• Other than big toe, if more than 1 toe is lost: Per toe.	5%
<b>Temporary total disability</b>	
Your total and absolute incapacity to perform your usual business/occupation.	The weekly amount noted on your policy schedule.
<b>Medical expenses</b>	
Medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids, prosthesis and emergency services).	The reasonable expenses up to the insured value that's noted on your policy schedule.

## What's NOT covered by the king

You're not covered for an incident resulting in death, disability or medical expenses:

- While the person is travelling by air, other than as a passenger, and isn't a member of the crew, or for the purpose of any trade or technical operation in or on the means of transport.
- If the person commits suicide or injures themselves intentionally.
- Caused solely by an existing physical defect or other infirmity.
- As a result of the person being under the influence of alcohol, drugs or narcotics, unless administered by a member of the medical profession (other than themselves), or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than themselves).
- As a result of the person's participation in any riot, civil commotion or terrorism.
- Directly or indirectly resulting from prolonged or accelerated, or attributable to, pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any consequences thereof.
- While the person is, or as a result of, participating in motorbiking, quad biking or tricycling (whether as a driver or passenger), other than in the course of your business.
- Arising from racing of any kind, involving the use of any power-driven vehicle, vessel or craft.
- Arising from mountaineering necessitating the use of ropes or guides, winter sports involving snow or ice, polo on horseback, steeple chasing, any sport as a professional, hang-gliding, paragliding, parachuting, bungee jumping, wrestling, boxing or martial arts.
- Due to professional activities of military personnel.
- Relating to mines and underground works.
- Relating to crew ships and/or offshore drilling rigs.
- Caused to divers during professional activities.
- Covered by any group personal accident policies of travel agencies (travel insurance).
- Caused by natural hazards.
- While travelling in war zones and/or trouble spots.
- Due to sickness other than as a consequence of an accident.
- Relating to HIV/AIDS.

### **Please note:**

**You're not covered for the fulfilment of any demands in the event of kidnap and/or ransom.**

## Optional cover

### Cover more. Pay a little more

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

### Burns

You're covered for permanent disfigurement caused by accidental external burns, as follows:

<b>Permanent disfigurement resulting from accidental external burns to the ombined surface area of</b>	<b>% of insured value or amount to be paid</b>
Face and neck: 100% surface area disfigurement.	60%
Face and neck: Less than 100% surface area disfigurement.	The proportion that the actual surface area disfigurement bears to 100%
Parts of the body other than the face and neck: 100% surface area disfigurement.	30%
Parts of the body other than the face and neck: Less than 100% surface area disfigurement.	The proportion that the actual surface area disfigurement bears to 100%

#### **Please note:**

**You're not covered unless the disfigurement exceeds 10% for the item under which a claim is lodged.**

### Business limitation

You're covered for accidental bodily injury that happens in the course of employment in your business.

## **Clauses, conditions and extensions**

### **Disappearance**

In the event of the disappearance of any insured person (if we're satisfied that the person has sustained injury that's covered by this section, and that such injury has resulted in their death) we'll, for the purpose of the insurance afforded by this section, presume their death. If, after we've made payment hereunder in respect of such person's presumed death, they're found to be alive, you'll refund such payment to us.

### **Exposure**

You're covered for injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from the incident.

### **Life support machinery**

Notwithstanding anything contained in the defined incidents, the 24-month period noted here won't include any period or periods where the death of such person is delayed solely by the use, for periods of not less than 3 consecutive days, of life support machinery, equipment or apparatus.

# Motor



## In a nutshell...

Whether your business vehicles are used by many employees or just 1, and used for long-distance business trips or just quick trips to customers, you need to keep them moving forward. That's why you need King Price business motor insurance. We've got you covered for the loss of, or damage to, your vehicles due to accidents, fire, hail, or unlawful 'borrowing'. You can choose to insure specific vehicles or your entire fleet, and we have great extra benefits, too.

## Basis of cover

### Your choice, our pleasure

In this section you can cover your vehicles on the following basis:

- Specified basis.
- Fleet basis.

## Specified basis

You can cover a 'specified vehicle' as follows:

- **A named driver basis**

If the vehicle is driven by 1 person whose details are disclosed to us when you apply for cover. The vehicle won't be covered by this section if it's driven by any other person.

- **A regular driver basis**

If the vehicle is driven by a person who drives the vehicle more regularly than any other person during any monthly period. The vehicle may also be driven occasionally by a person who's licensed to drive it.

- **A multiple named drivers' basis**

If the vehicle is driven by a number of different drivers whose details are all disclosed to us when the vehicle is insured. The drivers' details can be updated at any time and must be in order to keep the vehicle properly covered. The vehicle is only covered by this section when it's driven by these noted drivers.

- **A multiple driver basis**

If the vehicle is driven by a number of drivers at any point. The drivers' details don't need to be disclosed when applying for cover. The drivers will be covered under this section as long as they're licensed to drive the particular vehicle.

## Fleet basis

The vehicles you list in groups/fleets are covered by the policy.

### Please note:

**The entire 'Motor' section is applicable to both cover choices, unless a 'specified vehicle' is specifically referred to.**

## Description of use

When you insure your vehicle, you choose the description of use for your vehicle. You're only covered if you use the vehicle for the purpose described and noted on your policy schedule. If the description of use of your vehicle changes, you must let us know immediately.

Usage can be:

- Private use: Private or social purposes, including driving between your home and regular place of work.
- Business use: Private use with additional cover, for instance if the vehicle forms an essential part of any work or function. (It basically means that you can't really make a living without your vehicle.)
- Trade use: Private and business use, with additional cover where the vehicle is used to carry goods or stock that you use for the business that's noted on your policy schedule.

## Insured value

The insured value of your vehicle noted on your policy schedule covers the value of the vehicle (agreed or retail value), including the standard, factory-fitted sound equipment and accessories. If your vehicle has additional extras which aren't standard and/or factory fitted, you must specify and insure them separately to ensure they're covered.

The insured value of your vehicle and its accessories are determined by the Auto Dealers' Guide. This guide takes the age, mileage, and condition of your vehicle and its accessories into account. If the vehicle isn't listed in the guide, we'll establish its reasonable value from a suitable source. If the retail value of the vehicle can't be determined, and the vehicle isn't insured on an agreed value basis, the indemnity will be limited to the insured value that's noted on your policy schedule.

In the event of a claim, the maximum amount that we'll pay is this insured value minus:

- The excess amount that's payable by you, as noted on your policy schedule for each type of claim.
- Any additional excess amounts that are payable by you, if applicable, and if they're noted on your policy schedule for that type of claim.
- Any dual insurance, meaning that if you're covered for the same amount at another insurer, we're only liable for our portion of the claim.
- Betterment values, if applicable. If a repair requires new or exchange parts that we think are in excess of what's necessary, you may need to contribute to the cost of the repair.

**Please note:**

- **If the insured vehicle is financed, we'll first pay the outstanding settlement over to the relevant financial institution, up to the insured value. We'll pay you the balance, if any, less the excess and any charges in respect of early settlement penalties, additional finance charges, arrear instalments, interest and fines.**
- **If the insured vehicle is stolen, hi-jacked or written-off and we find that it's registered as a code 3 vehicle, we'll pay you up to 70% of its insured value.**

## Settlement options

We may, at our own discretion:

- Repair, reinstate or replace your vehicle and/or its accessories and/or spare parts, not exceeding its retail value or the insured value noted on your policy schedule at the time of such loss or damage.
- Use approved original used and/or approved alternate spare parts to repair your vehicle.

If a vehicle is hi-jacked or stolen and not recovered, or if it's been written off, we'll pay the insured value, including the value of any specified, non-standard, factory-fitted accessories, according to the values determined by the Auto Dealers' Guide.

## Territorial limits

The insured vehicle is covered in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zambia, Zimbabwe, Malawi, and Mozambique.

**Please note:**

- You'll need a driver's licence, professional driving permit and/or an international driving permit if you cross the border. You'll also need a cross-border letter from us and 1 from the financial institution if the vehicle is financed.
- Cover for liability for death and bodily injury when travelling outside South Africa is usually country-specific, and often compulsory, and bought specifically upon entering these countries. There may also be other requirements that you need to check and confirm.

## Choice of cover

### Your choice, our pleasure

In this section you can cover your vehicles for:

A. Loss or damage:

- Comprehensive.
- Third party, fire, and theft only.
- Third party only.

B. Liability to others.

C. Emergency medical expenses.

## What's covered by the king: A. Loss or damage

### Comprehensive

You're covered for the loss of, or damage to, an insured vehicle including the accessories and spare parts on or in the vehicle.

You're also covered for 'B. Liability to others' and 'C. Emergency medical expenses'.

If a vehicle can't be driven following any loss or damage covered by this policy, we'll pay the reasonable cost for the storage and towing of the vehicle to the nearest repairer. We'll also pay the reasonable cost of delivering the vehicle to you after repairs, not exceeding the reasonable cost of transport to your permanent address in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zambia, Zimbabwe, Malawi and Mozambique.

### Third party, fire and theft only

You're covered for the loss of, or damage to, an insured vehicle including the accessories and spare parts on or in the vehicle caused by:

- Theft and hi-jacking or any attempt thereat.
- Fire, self-ignition, and explosion.

You're also covered for 'B. Liability to others' but you're not covered for 'C. Emergency medical expenses'.

If a vehicle can't be driven following any loss or damage covered by this policy, we'll pay the reasonable cost for the storage and towing of the vehicle to the nearest repairer. We'll also pay the reasonable cost of delivering the vehicle to you after repairs, not exceeding the reasonable cost of transport to your permanent address in South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zambia, Zimbabwe, Malawi and Mozambique.

### **Third party only**

You're covered for 'B. Liability to others'.

You're not covered for any loss or damage to the vehicle itself, or for 'C. Emergency medical expenses'.

### **What's covered by the king: B. Liability to others**

You're covered for any accident caused by, through, or in connection with, any vehicle noted on your policy schedule, or in connection with the loading and/or unloading of such vehicle in respect of which you and/or any passenger become/s legally liable to pay costs and expenses for:

- The death of, or bodily injury to, any person, but excluding the death of, or bodily injury to, any person who you employ, and which arises from and in the course of their employment, or any member of your household.
- Damage to property other than property belonging to, or that's held in trust by you or is in your custody or control, or is being conveyed by, loaded onto or unloaded from the vehicle.

You're covered for:

- All costs and expenses for representation at any inquest or inquiry into any death that you've claimed for under this cover, or for defending, in any court of law with the necessary jurisdiction, any criminal proceedings in respect of any act causing or relating to any incident that you've claimed for. The total amount we'll pay for the claim, together with any costs and expenses, won't exceed the insured value noted on your policy schedule for 'B. Liability to others'.
- Any person who drives or uses an insured vehicle on your instruction or with your permission, provided that the person:
  - Observes, fulfils and is subject to the cover, exclusions, clauses, conditions, or extensions, of this section, as you would, in so far as they can apply.
  - Hasn't been refused any vehicle insurance cover or renewal of cover by any insurer (including us).

- Isn't covered under any other policy, except for any amount that you can't claim for under this other policy.
- Personally driving or using any private-type vehicle that doesn't belong to you, and isn't leased or hired to you under a lease or suspensive sale agreement, provided that you're an individual and have insured a private type or light commercial vehicle under this policy, and provided that we're not liable for damage to the vehicle itself.
- Liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided that we're not liable for damage to the towed vehicle or trailer itself, or the property in or on it.

**Please note:**

**You're not covered for claims made by any member of the same household as the driver.**

## **What's covered by the king: C. Emergency medical expenses**

By 'emergency medical expenses' we mean the costs incurred to free injured occupants from an insured vehicle and transport them to a place where medical treatment can be given. You're however not covered for any treatment. You're covered if an occupant, anywhere in an insured vehicle or such vehicle's permanently-enclosed compartment designed for carrying passengers, sustains bodily injury by violent, accidental, external and visible means.

You're covered for costs incurred, up to R2,000 per injured occupant and a maximum amount of R25,000 in total for all the occupants who're injured as a result of an incident or series of incidents caused by 1 single event.

**Please note:**

- **The amount we pay will be reduced by any amount recoverable under any workmen's compensation laws or similar legislation.**
- **You're only covered under 'C. Emergency medical expenses' if the vehicle involved in the incident is comprehensively covered for loss or damage to the vehicle itself under this policy, and the claim for that loss or damage is valid.**
- **The vehicle involved in the incident must be a private-type vehicle or motorised caravan, or any other vehicle other than a bus or taxi.**

## What's NOT covered by the king: All options

You're not covered for any accident, injury, loss, damage, or liability:

- If an insured vehicle is being used, with your general knowledge and consent, other than for the description of use that's noted on your policy schedule.
- If an insured vehicle is:
  - Rented out.
  - Carrying passengers for hire or fare-paying passengers.
  - Used for rallying, competitions, racing, speed trials or speed-testing.
  - Used to transport explosives, hazardous substances or materials that require permission or permits from authorities.
- That happens outside of South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zambia, Zimbabwe, Malawi, and Mozambique. However, you're covered for the loss of, or damage to, any vehicle while it's in transit by sea or air between ports or places in these territories, including while being loaded and unloaded incidental to such transit.
- In the event of an incident that you can claim for while an insured vehicle is in Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Malawi, Mozambique and Zambia you're, at your own expense, responsible for the repatriation cost of the vehicle to South Africa. Until the vehicle has been repatriated, no liability will be admitted or payment made in terms of this cover.
- If you, or anyone with your consent or knowledge, drives the vehicle:
  - Without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside South Africa, the permit must be issued in the country where the person lives. According to the National Road Traffic Act No. 93 of 1996, the permit is a requirement in South Africa even though it may not be needed in the country where the driver lives.
  - With a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver, and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African driver's licence within the prescribed period of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence.
  - With a licence that's subject to periodic renewal but that hasn't been renewed.
  - And unlawfully leaves the scene of an accident.
  - While under the influence of alcohol, drugs or narcotics unless administered by a member of the medical profession (other than themselves) or unless prescribed by and taken in accordance with the instruction of a member of the medical profession (other than themselves) or in accordance with the manufacturer's instructions.
  - And refuses to give either a breath or blood sample.

Provided that any driver will be deemed to be licensed to drive a vehicle if:

- They comply with the licensing laws relating to any of the territories referred to above.
- Non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal.
- A licence isn't required by law.
- The driver is learning to drive and is complying with the laws relating to learners.
- Caused intentionally by you, or by a principal, director, member, partner or employee, or any member of their households, or that happens with your knowledge or consent.

**Please note:**

**The term 'licensed' includes the requirement of having a Professional Driving Permit in addition to a driver's licence for those vehicle types requiring such permits by law.**

You're not covered for:

- Any claim arising from contractual liability, unless liability would've applied to you irrespective of whether the agreement was entered into or not.
- Any accident, injury, loss, damage or liability:
  - In respect of a caravan that's being used as permanent residence.
  - Caused intentionally by you, or by a principal, director, member, partner or employee, or any member of their households, or that happens with your knowledge or consent.

## **What's NOT covered by the king: A. Loss or damage**

You're not covered for:

- Consequential loss, as a result of any cause whatsoever.
- Depreciation in value whether arising from repairs following a claim for loss or damage that you're covered for, or otherwise.
- Wear and tear, or mechanical, electronic or electrical breakdown, failure or breakage.
- Damage to tyres caused by braking, or objects on the road causing punctures, cuts or bursts.
- Damage to springs or shock absorbers due to poor road conditions, any other surface, or impact with potholes.

## What's NOT covered by the king: B. Liability to others

You're not covered for:

- Any compensation or claim that falls within the scope of any compulsory motor vehicle insurance act, the Road Accident Fund Act No. 56 of 199, the Occupational Health and Safety Act No. 85 of 1993, the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, and any other insurance contract. This exclusion will apply, despite the fact that no insurance under such act is in force or has been effected.
- Death of, or injury to, any person being carried in or on, or entering or getting onto or out of an insured vehicle at the time of an incident you can claim for (except any person being carried in or on, or entering or getting onto or out of, a permanently enclosed passenger-carrying compartment of a private or light commercial type vehicle).
- Liability arising from the operation, demonstration, or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of, or attached to or used in connection with, a vehicle, or anything manufactured by or contained in any such tool or plant, except for forklift trucks.
- Liability arising from an incident which isn't insured under 'A. Loss or damage'.
- Damage to any viaduct bridge or weighbridge, or to any road, caused by vibration or by the weight of any insured vehicle or the load carried by the insured vehicle.

### Specific condition

If, during the currency of this section, any driving licence in favour of the insured or in favour of any authorised driver of the insured is endorsed, suspended, or cancelled, or if they're charged or convicted of negligent, reckless, or improper driving, or driving under the influence of drugs, narcotics or anaesthetics, or found to have a blood alcohol level that exceeds the statutory percentage limit, you must inform us immediately in writing as soon as you become aware of it.

### What we mean when we say...

<b>Insured vehicle</b>	<p>The vehicle must be owned by you, or be a vehicle that you've hired, borrowed, or leased temporarily and which serves as a replacement vehicle for 1 that's out of use for the purpose of overhaul, upkeep, maintenance, or repairs.</p> <p>Any South African-registered:</p> <p><b>Private type vehicles</b></p> <p>Private type vehicles, including motorised motor homes, station wagons, safari vans, estate cars and similar vehicles designed to seat not more than 12 people including the driver.</p>
------------------------	--

<p><b>Insured vehicle (continued)</b></p>	<p><b>Light commercial vehicles</b>  Vehicles that weigh less than 3,500kg, vehicles specifically adapted or designed for the purpose of accommodating commercial hunting and game-viewing activities, and motorised caravans including all their permanent fixtures, fittings, equipment, utensils, mattresses (not exceeding the number specified by the manufacturer) and side tents.</p> <p><b>Commercial vehicles</b>  Vehicles that weigh more than 3,500kg.</p> <p><b>Motorcycles</b>  Any 2-, 3- or 4-wheeled motorcycle or motor scooter (including any side car attached to it) including self-propelled tri-cars.</p> <p><b>Caravans</b>  Any vehicle without means of self-propulsion, designed to be drawn by a self-propelled vehicle originally designed for living in, but excluding any parts or accessories not permanently fitted to it.</p> <p><b>Trailers</b>  Any vehicle without means of self-propulsion, designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted to it.</p> <p><b>Buses</b>  Buses (including vehicles used for business purposes and seating more than 9 people including the driver).</p> <p><b>Special type vehicles</b>  Any loading or earthmoving equipment, lift truck or mobile crane, and any vehicle (mechanically propelled or otherwise) attached to any of these vehicles for the purpose of being towed or salvaged, excluding irrigation systems on wheels and centre pivots.</p> <p><b>Agricultural implements</b>  Any tractor, agricultural, horticultural or forestry vehicle as noted on your policy schedule (excluding irrigation systems on wheels and centre pivots).</p> <p><b>Lawnmowers and golf carts</b>  Motorised lawnmowers and motorised golf carts, (but excluding any parts or accessories not permanently fitted to it).</p>
---	---

## Extensions automatically included

### Fire extinguishing charges

You're covered for costs relating to the extinguishing or fighting of fire that endangers an insured vehicle. Such costs will be deemed to be damage to the vehicle and will be payable in addition to any other payment that we're liable for in terms of this section, provided that you're legally liable for such costs, and subject to the insured value noted on your policy schedule.

### Loss of or damage to keys

You're covered for the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of a comprehensively insured vehicle, following damage to or the disappearance of any key or alarm controller of the vehicle, or if you have reason to believe that an unauthorised person may be in possession of a duplicate of such key or alarm controller, subject to the insured value noted on your policy schedule.

### Windscreen

You're covered for damage to the windscreen, glass, headlights, tail-lights, fog lights and side or rear glass forming part of a comprehensively insured vehicle, provided that no other damage has been caused to the vehicle that gives rise to a claim.

**Please note:**

**You're not covered for the replacement of any light bulbs.**

### Wreckage removal

You're covered for the loss of, or damage to, an insured vehicle, including the costs and expenses incurred by you for the clearing up and removal of debris and wreckage of the vehicle following damage in an incident that you can claim for, provided that our liability per incident is limited to the insured value that's noted on your policy schedule.

**Please note:**

**You're not covered for the costs and expenses arising from the leakage or loss of fuel from the vehicle's own fuel tank (which is used to propel the vehicle) and not in respect of the load carried on any insured vehicle.**

## Optional cover

### Cover more. Pay a little more

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

### Bereavement expenses

In the event of an accident involving an insured private-type vehicle and LDV (as defined) that results in your and/or your spouse's death within 3 months, we'll pay bereavement expenses to the estate, provided that our liability per incident is limited to the insured value that's noted on your policy schedule.

### Car hire

You're covered for the option to hire the category vehicle you've selected, as noted on your policy schedule, on an unlimited distance basis, following damage to the comprehensively insured vehicle under 'A. Loss or damage'. The car hire period is limited from the date on which the insured incident occurred until the claim is finalised, to a maximum period of 30 days. A claim is considered finalised once payment has been made to you or the vehicle has been repaired.

You're not covered for:

- The fuel, security deposit and running costs, as well as the collection and delivery fees.
- The excess amount that's payable in the event of a claim for loss of, or damage to, the hired car.
- The rental costs extending past the maximum period of 30 days.

#### Please note:

- **The hired car is available until your claim is finalised, or you take possession of your vehicle after repairs approved by us, up to a maximum of 30 days.**
- **Car hire is linked to comprehensive vehicle insurance. If your vehicle is being repaired under any other cover, you can't claim for car hire.**

### Contents of spraying equipment

You're covered for the loss or destruction of, or damage to, the contents of a tank of spray equipment that belongs to you, provided that it's directly caused by fire, collision or overturning of a vehicle that's comprehensively insured by us, while it's being transported on the vehicle. The amount we'll pay per incident is limited to the insured value that's noted on your policy schedule.

## Contingent liability

You're covered for claims made against:

- You, in the event of an incident arising in the course of the insured business and caused by, through or in connection with, any vehicle that isn't yours and isn't provided by you, while being used by your principal, director, member, partner or employee.
- Any principal, director, member, partner, or employee, in the event of an incident arising in the course of the insured business and caused by, through or in connection with any vehicle that doesn't belong to, and isn't leased or hired by, either them or you, but only in so far as such principal, director, member, partner, or employee hasn't been refused vehicle insurance or renewal of cover by any insurer (including us). Provided that:
  - The exclusion which provides that cover under 'B. Liability to others' doesn't include cover for death of, or injury to, any person being carried in or on, or entering or getting onto or out of an insured vehicle at the time of an incident you can claim for (except any person being carried in or on, or entering or getting onto or out of, a permanently enclosed passenger-carrying compartment of a private or light commercial type vehicle) won't apply.
- We're not liable for the loss of, or damage to, the vehicle itself when being used for the purposes and in the manner described above.
- The payment of subsidies or travelling allowances by you to people for the use of their own vehicles for your official purposes, including the carriage of people for those purposes, is allowed without prejudice to the cover provided by this optional cover.
- If, at the time of any incident that you can claim for under this optional cover, you or such person/s are entitled to claim under any other policy for the same incident, we're not liable to make any payment hereunder, except for any excess beyond the amount payable under the other policy:
  - The cover, exclusions, clauses, conditions, or extensions, of the policy will otherwise apply.

## Credit shortfall

If any total loss amount under 'A. Loss or damage' is less than the amount owing to the financial institution under a current instalment sale or lease agreement, we'll pay you an additional amount equal to the shortfall, less:

- Any arrear instalments or rentals, including interest payable on arrears, any amounts added to the principal debt after the commencement of the finance agreement, and any early settlement penalties.
- Any refundable amounts added to your finance agreement, over and above the purchase price of the vehicle, including insurance premiums, warranties and maintenance programmes which must be refunded to you by the company that administers the policy or warranty.

- The credit shortfall on vehicle sound equipment or non-standard vehicle accessories that aren't noted on your policy schedule.
- The increased instalments or rentals that would've been paid if there hadn't been a residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- The excess payable under 'A. Loss or damage'.

Provided that:

- The maximum amount we'll pay is noted on your policy schedule.
- This doesn't apply to an agreement if the amount of any single instalment, other than the final residual amount after the initial payment, differs by more than 10% from any other instalment.
- This doesn't apply if the shortfall is as a result of a re-advance under an instalment sale, or refinancing in terms of a lease.

**Please note:**

**Credit shortfall is linked to comprehensive vehicle insurance.**

## **Death of an employee as a result of a vehicle accident**

You're covered for the death of an employee being carried in or on, entering, or getting onto or alighting from, an insured private-type vehicle, commercial vehicle, LDV, panel van, commercial hunting or game-viewing vehicle, trailer, or motorised caravan, lawnmower or golf cart (as defined).

Provided that:

- The vehicle is insured for farming purposes under this section and is being used for farming activities at the time of the accident.
- The driver of such vehicle is fully licensed at all times when in control of the vehicle.
- This optional cover, and additional premium, only applies to the vehicle/s stated under this section on your policy schedule.
- If your employee is being carried on a trailer at the time of the accident, the trailer must've been connected to a light delivery vehicle, truck or a tractor.
- All sides of the loading area of the vehicle are fitted with railings.
- Our liability is subject to the insured value per employee and per incident as noted on your policy schedule.

## **Electronic equipment used for precision farming: Tractors, combines and agricultural implements**

You're covered for the loss of, or damage to, electronic equipment that's used for precision farming, and which is installed in or on combines, tractors or agricultural implements.

Provided that:

- The vehicle is comprehensively insured under this section.
- Such electronic equipment is noted alongside the vehicle/s on your policy schedule.
- Our liability is limited to the insured value that's stated on your policy schedule.
- You're not covered for consequential loss, depreciation in value whether arising from repairs following a defined incident or mechanical breakdowns, wear and tear, failures or breakages.

## Emergency accommodation

We'll pay for emergency accommodation for you and/or your spouse, as well as any passenger/s travelling with you, subject to the insured value per person and per incident as noted on your policy schedule. This covers 1 night away from your residence if a journey can't be completed due to the loss of, or damage to, an insured private-type vehicle or LDV (as defined), provided that the loss or damage is covered under this section.

### **Please note:**

**This cover doesn't cover accommodation in the event of mechanical or electrical breakdown of an insured vehicle.**

## Loss of use of vehicle

You're covered for loss incurred following the loss of, or damage to, an insured vehicle by a defined event under 'A. Loss or damage'. The amount we'll pay is limited to the daily limit noted on your policy schedule. The period is limited to the date on which the insured incident happened until the claim is finalised, subject to a maximum period of 45 days. A claim is considered finalised once payment has been made to you or the vehicle has been repaired.

### **Please note:**

- **A claim is considered finalised once the claim payment is made to you in the event of a total loss (for example, if the vehicle is uneconomical to repair or has been stolen or hi-jacked and not recovered) or the vehicle is returned to you after being repaired.**
- **The cover only starts when your claim is reported.**

## Loss of use of vehicle: Tractors and combines

You're covered for the hire of a tractor and/or combine (with driver/s if necessary) if needed due to the loss of use of an insured tractor and/or combine, if due to an insured peril that you can claim for under this section, limited to the number of days and the insured value as noted on your policy schedule. This is subject to providing us with an account from the supplier or lessor.

**Please note:**

- If you claim under this section, you must give us 30 days' written notice calculated from the date of the incident.
- We're entitled to any recovery from third parties or their insurers in respect of loss of use of the insured tractor and/or combine.
- Provided that we're not liable for:
  - Loss or damage resulting from freezing or mechanical breakdown.
  - The supply of a tractor and/or combine.
  - Any loss of, or damage to, any tractor and/or combine that's hired by you after your insured loss or damage.

**Loss of use of vehicle: Trucks and mechanical horses**

You're covered for the hire of a truck and/or mechanical horse if needed because of the loss of use of an insured truck and/or mechanical horse due to an insured peril that you can claim for under this section, limited to the number of days and the insured value as noted on your policy schedule. This is subject to you providing us with an account from the supplier or lessor.

- The hired truck and/or mechanical horse must be similar to the insured truck and/or mechanical horse.
- We're entitled to any recovery from third parties or their insurers in respect of loss of use of the insured truck and/or mechanical horse.
- If you claim under this section, you must give us 30 days' written notice calculated from the date of the incident.
- If the insured vehicle has been stolen, cover for loss of use will only come into effect after it's recovered, and then only for the time necessary for repairs.

Provided that we're not liable for:

- Loss or damage resulting from freezing or mechanical breakdown.
- The supply of a truck and/or mechanical horse.
- Any loss of, or damage to, any truck and/or mechanical horse that's hired by you after your insured loss or damage.
- The first 5 days after the date on which we receive a written quote for the rental of the truck and/or mechanical horse.

**Non-factory fitted sound equipment and vehicle accessories**

You're covered for the loss of, or damage to, any non-factory fitted sound equipment and vehicle accessories if they're separately noted on your policy schedule and an additional premium is paid, provided that our liability per incident is limited to the insured value noted on your policy schedule.

The insured value of your vehicle noted on your policy schedule covers the value of the vehicle (agreed or retail value), including the standard, factory-fitted sound equipment and accessories. If your vehicle has additional extras which aren't standard and/or factory fitted, you must specify to ensure they're covered.

## **Parking facilities and movement of third party vehicles**

You're covered for accidents caused by, through, or in connection with, the moving of any vehicle, that's not owned or borrowed by, or hired or leased to, you, by any person employed by you or acting on your behalf, provided that such vehicle was being moved:

- With the authority of your tenant, customer, or visitor.
- In connection with your parking arrangements.
- To facilitate the carrying out of your business.

You're not covered for damage to vehicles that are parked for reward.

### **Please note:**

**The vehicle (and its contents) won't be deemed to be held in your trust or control.**

## **Passenger liability**

You're covered for the death of, or injury to, any person being carried in or on, or entering or getting onto or out of, a permanently-enclosed passenger-carrying compartment of a private and light commercial type vehicle.

### **Please note:**

**You're not covered for fare-paying passengers. The maximum amount we'll pay is noted on your policy schedule.**

## **Passenger liability: Buses**

You're covered for the death of, or injury to, a person being carried in or on, entering, or getting onto or alighting from, an insured bus (as defined).

Provided that:

- Our liability is limited to the insured value noted on your policy schedule in respect of any 1 passenger and any 1 claim or series of claims arising out of 1 incident.
- This cover doesn't apply to any person being carried on a trailer.

## **Passenger liability: Commercial hunting and game-viewing vehicles**

You're covered for the death of, or injury to, a person being carried in or on, entering, or getting onto or alighting from, an insured commercial hunting and game-viewing vehicle (as defined), or a trailer (as defined).

Provided that:

- Our liability is limited to the insured value noted on your policy schedule in respect of any 1 passenger and any 1 claim or series of claims arising out of 1 incident.
- Such vehicles and trailers are fitted with railings on all sides of the loading area.

## **Passenger liability: Excluding commercial hunting and game-viewing activities**

You're covered for the death of, or injury to, a person being carried in or on, or entering or getting onto or out of, a commercial vehicle, LDV, panel van, motorised caravan, motorbike, trailer, special-type vehicle or farming implement (as defined above) at the time of an incident from which any claim arises.

Provided that:

- Such person dies or is injured while being carried in, or getting into or out of, the cab of such commercial vehicle, LDV, panel van, motorised caravan, special-type vehicle or farming implement.
- Such person dies or is injured while being carried on, or getting onto or off of, a commercial vehicle, LDV, panel van, motorised caravan or trailer, provided that such vehicle has railings on all sides of its loading areas as required by the Road Traffic Act No. 93 of 1996 as amended.
- Our liability is limited to the insured value noted on your policy schedule.

## **Principals**

You're not covered for any claim arising from contractual liability, unless liability would've applied to you irrespective of whether the agreement was entered into or not.

Our liability is limited to the insured value noted on your policy schedule.

## **Removal and protection**

You're covered for the cost of removal and protection in the event of mechanical or electrical breakdown of an insured private-type vehicle or LDV (as defined). Our liability is limited to the insured value that's noted on your policy schedule.

## Riot and strike

You're covered for loss of, or damage to, the insured property, that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature.
- Detention or confiscation by any lawfully constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasion, act of a foreign enemy, hostility or warlike operation (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government, or provincial, local, or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.

### **Please note:**

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

## Trauma

In the event of medical expenses that aren't otherwise covered, we'll pay up to the insured value that's noted on your policy schedule per incident for trauma treatment by a psychologist if needed by you and/or your spouse following the hi-jacking or attempted hi-jacking of a comprehensively insured private-type vehicle or LDV (as defined).

## Tyre damage

You're covered for the total loss of, and irreparable damage to, the tyres and tracks of comprehensively insured vehicles stated on your policy schedule, which results from damage caused by unseen or concealed objects on a road or other surface.

Provided that:

- Our liability is subject to the insured value noted on your policy schedule.
- All the tyres or tracks of insured vehicles are separately insured.
- The excess amount that's payable by you, as noted on your policy schedule.
- Only the tyre or track that's damaged will be paid for, not the set, except if the manufacturer specifies that a track set should be replaced, in which case your excess will be 15% of the claim.
- You must, at your own expense, have all damage, and wear and tear, assessed by at least 1 reputable retreater or repairer to assess whether a tyre or track can be repaired and determine the extent of wear and tear.

**Please note:**

**This cover is only applicable to comprehensively insured tractors, combines, self-propelled agricultural implements and special-type vehicles used for farming.**

## Unauthorised passenger liability

You're covered for the death of, or injury to, passengers if your driver ignores an instruction from you not to carry passengers, when passengers are being carried in or on, entering or getting onto or out of an insured vehicle at the time of an incident you can claim for (except any person being carried in or on, entering or getting onto or out of a permanently enclosed passenger-carrying compartment of a private or light commercial type vehicle).

**Please note:**

**The maximum amount we'll pay is noted on your policy schedule.**

## Unspecified agricultural implements

You're covered for the loss of, or damage to, unspecified agricultural implements while attached to a vehicle, provided that:

- The vehicle is comprehensively insured under this section.
- Our liability is limited to the insured value that's noted on your policy schedule.
- You're liable for the excess amount that's payable by you, as noted on your policy schedule.

## Vehicle sharing

You're covered for taking payment for giving lifts to passengers in private-type vehicles and LDVs (as defined) as part of a vehicle sharing agreement for social purposes or commuting, provided that:

- The passengers aren't being carried in the course of a passenger-carrying business.
- The total payments received for such journeys don't constitute any element of profit.

## Waiver of basic and windscreen excess

In the event of a claim under 'A. Loss or damage' for a private-type vehicle, LDV or panel van (as defined), you won't be liable for these excess amounts stated on your policy schedule (as applicable):

- Basic excess (other than theft and/or hi-jacking).
- Replacement of window, headlamp or taillight glass, or headlamp or taillight units.
- Repair of window, headlamp and taillight glass.
- Provided that the driver of the vehicle at the time of the incident is older than 25 and has had a valid driver's licence for more than 5 years.

### **Please note:**

**The vehicle (and its contents) won't be deemed to be held in your trust, custody or control.**

## Waiver of excess: Clients older than 55 years

If you or your spouse are/is older than 55 and are/is the registered owner of private-type vehicles or LDVs that are involved in an incident that may lead to a claim under this section, then the basic excess will be waived, provided that this waiver won't apply in the case of theft or hi-jack, or to any other individual.

## Waiver of excess: Spare wheel and tools

You won't be liable for the excess amount that's stated on your policy schedule in the event of the loss of, or damage to:

- A spare wheel of a comprehensively insured private-type vehicle (as defined).
- Tools included as standard equipment by the manufacturer of such private-type vehicle.

Provided that:

- Such spare wheel and tools aren't lost or damaged when the vehicle is unattended, unless they're kept in the locked-up passenger- or luggage- compartment and access to such compartment is obtained by visible, violent and forced means.

## **Clauses, conditions and extensions**

### **Combine grain tables and picker heads**

You're covered under 'Loss or damage' and 'Liability to others' in respect of grain tables and/or picker heads, whether or not they're attached to combine/s, provided that, while detached from such insured combine/s they're not attached to any other (uninsured) combine/s, and provided that such grain tables and/or picker heads and combine/s are noted on your policy schedule.

### **Cross liabilities**

Where more than 1 insured person is named on your policy schedule, we'll cover each insured person separately, not jointly, and any liability arising between them will be treated as though separate policies had been issued to each, provided that our aggregate liability won't exceed the insured value noted on your policy schedule.

### **Replacement of insured vehicles**

In the case of private-type vehicles and LDVs (as defined) we may, instead of a monetary payment, and subject to your consent or that of any interested party known to us, replace such vehicles with new vehicles of the same type and model (subject to availability) if such replacement is within 12 months of the vehicle's first registration and subject to it not having been driven for more than 30,000km, if:

- The loss of the vehicle is a result of theft and it can't be traced within a reasonable period after the theft is reported to us.
- The cost to repair the damage is more than 70% of the vehicle's list price plus taxes when new. The basis of indemnity will be the current cost of a new vehicle of the same or similar model, subject to a limit of 120% of the sum insured and less the excess.

Provided that:

- If a vehicle is replaced as described above, then we're entitled to the possession and ownership of the lost or damaged vehicle.
- Our liability is limited to the insured value as noted on your policy schedule.

## Spare parts

Our liability in respect of any spare parts or accessories that are required in the repair or reinstatement of vehicles and which can't be found in South Africa, or are obsolete in pattern, will be limited to the value of such parts at the time of loss or damage as noted in the manufacturer or agent's last issued catalogue or price list.

### **Please note:**

**In such circumstances, we may choose to settle your claim by means of a cash payment.**

## Trickery

Loss and damage that's due to trickery or deceit is excluded.

### **Please note:**

**By 'trickery' we mean lies or fraud employed with the aim of depriving you of ownership, use or enjoyment of any insured property.**

## Vehicle maintenance

You, anyone acting on your behalf, and anyone driving an insured vehicle with your consent or that of anyone acting on your behalf, must take all reasonable steps to safeguard such vehicle from loss or damage and to maintain it in an efficient condition, provided that we have free access to examine such vehicle at any time. In the event of any accident or breakdown, such vehicle may not be left unattended without proper precaution being taken to prevent further damage or loss. If such vehicle is driven before the necessary repairs are effected, any increase of, or further damage to, such vehicle is entirely at your own risk.

## Waiver of subrogation rights

For the purposes of this section, we waive all rights of subrogation or action, which we have or acquire against any other person covered by this section, and each person will observe, fulfil and be subject to cover, exclusions, clauses, conditions, or extensions, both general and specific, of this section in so far as they can apply to them. This clause won't apply if the driver of the vehicle at the time of the incident that you claimed for, was under the influence of alcohol, failed a breathalyser test, had a blood alcohol level in excess of the legal limit, or wasn't licensed to drive that vehicle.

# Electronic equipment



## In a nutshell...

The latest device, the newest app, constant updates... Keeping up with technology is a lot to worry about, without also having to stress about insuring the electronics that keep your business efficient in this digital world. The tech-savvy king of insurance gives you peace of mind if anything goes wrong with your computers, licensed software, scanners and printers. You can choose to insure consequential loss, or material damage... Or both.

## Choice of cover

### Your choice, our pleasure

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

- A. Material damage.
- B. Consequential loss.

## What's covered by the king: A. Material damage

You're covered for the physical loss of, or damage to, the insured property noted on your policy schedule, from any cause that isn't excluded while the property is:

- At work or at rest anywhere within a part of the building that's occupied by you at the premises noted on your policy schedule.
- In transit, including loading and unloading, or while it's temporarily stored at any premises en route.
- Temporarily removed from a part of the building that's occupied by you at the premises noted on your policy schedule.

## **What's covered by the king: B. Consequential loss**

### **Increased cost of working: If noted on your policy schedule**

You're covered for the additional, reasonable and necessary costs incurred by you during the indemnity period, as a result of the accidental physical loss of, or damage to, the insured property, resulting from an incident covered under 'A. Material damage', that you've claimed for, for the sole purpose of avoiding or reducing the interruption of, or interference with, your normal business, less any amount saved.

This cover won't apply directly or indirectly to:

- The cover provided for the reinstatement of data or programs.
- The intrinsic value (including the reinstatement value) of the property covered by 'A. Material damage'.

### **Reinstatement of data/programs: If noted on your policy schedule**

You're covered for the reasonable and necessary costs for the reconstitution or recompilation of data or programs that are recorded on or stored in data-carrying media, which are lost as a result of theft, accidental erasure (which includes an incident covered by 'A. Material damage') or the intentional cancellation, deletion or corruption of the data or programs provided for in 'A. Material damage', provided that:

- Cover won't include costs due to program errors, incorrect entry or the inadvertent cancellation, deletion or corruption of data or programs.
- When insuring the software, you provide us with a schedule of these programs at the start of each period of cover.

## **What's NOT covered by the king: A. Material damage**

You're not covered for loss or damage, irrespective of the original cause of the loss or damage, due to:

- The direct or indirect action of any computer virus, Trojan worm or other similar destructive media.
- Disfunctioning or malfunctioning of the insured equipment, unless accompanied by physical damage covered by this section.
- Faults or defects that were known to you or your responsible employees at the start of this cover or during the period of cover, and not disclosed to us, or any loss or damage as a consequence of the fault or defect.
- Wastage of material or the like, wear and tear, the development of poor contacts, or scratching of painted or polished surfaces of a cosmetic nature.
- Loss or damage recoverable in terms of any maintenance or leasing agreement covering the insured property.

- Parts that have a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If these parts are damaged as a result of physical loss or damage to other parts of the insured property as covered by this section, we'll cover you for the residual value before the loss of these exchangeable parts.
- The cost of reproducing data or programs, whether recorded on cards, tapes, disks or otherwise, unless specifically provided for in 'B. Consequential loss'.
- Loss of use of the insured property or other consequential loss, damage or liability of whatsoever nature, other than for those losses covered by this section.
- Loss by theft or by disappearance of the insured property, unless the loss is accompanied by forced and violent entry into, or exit from, a part of the building that's occupied by you at the premises noted on your policy schedule, or as a result of theft or attempted theft, following violence or a threat of violence.
- Loss of the insured property by theft during transit, or while it's temporarily removed from the insured premises, unless you can attribute the loss directly to a specific incident.
- Theft from any unattended vehicle unless the property is concealed, not visible to passers-by and contained in a completely closed and securely locked vehicle, or the vehicle itself is housed in a securely locked building and entry to or exit from the locked vehicle or building is accompanied by forced and violent entry or exit. If you can demonstrate, through video surveillance footage or any other conclusive proof that an attempt was made to lock the vehicle using the vehicle remote, but that the locking mechanism was blocked by thieves using an electronic device, this evidence will be sufficient to satisfy the forced and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.

**Please note:**

**This exclusion won't apply if the vehicle has been hi-jacked, has been involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew or driver, the insured property is of necessity left unprotected.**

## **What's NOT covered by the king: B. Consequential loss**

You're not covered for:

- Consequential loss or damage of whatsoever nature arising directly or indirectly out of, or in connection with, the action of any computer virus, Trojan, worm or other similar destructive media.
- Fines or penalties for breach of contract for late or non-completion of orders, or any penalties of any nature.
- Loss of profit or consequential loss of any nature, unless specifically covered.

- Any additional amount by which loss is increased, due to you being unable or unwilling to replace or reinstate property that's been destroyed or damaged, or as a result of additions, alterations or improvements being made to the damaged or lost property when repaired.

## Specific condition

### Average

If the insured value is less than the total value of the insured property, then the average will apply and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be separately subject to this condition. This is known as the 'average' and happens when you've under-insured your property.

## What we mean when we say...

<b>Indemnity period</b>	The period during which the results of the business will be affected as a consequence of the incident. It begins with the number of hours/days noted on your policy schedule as the time excess after the occurrence of the incident, and ends no later than the expiry of the period noted on your policy schedule as the indemnity period after such incident.
<b>Time excess</b>	The number of hours/days noted on your policy schedule. The time excess is part of your indemnity period. You aren't insured for any loss or damage during this period.

## Extensions automatically included: A. Material damage

### Architect and other professionals' fees

You're covered for the professional fees required for the reinstatement or replacement of the property, limited to a maximum amount of 25% of the insured value.

### Capital additions and currency fluctuations

You're covered for:

- Additional equipment or programs purchased by you, of a similar nature to those noted on your policy schedule, provided that, in respect of the loss or damage due to electrical, mechanical or electronic breakdown or explosion, your cover will only start after the satisfactory completion of such equipment or programs being installed, commissioned, tested and put into use at your premises.

- Provision for devaluation or revaluation of the Rand against that of the country of origin of the insured property, and other inflationary trends that may result in the escalation of the insured value (representing the installed new replacement value) of the insured property, provided that the increase won't exceed the total insured value for 'A. Material damage' by more than 25%. You must tell us about such alterations after the expiry of each period of cover and pay the applicable additional premium.

### **Demolition and clearing costs**

You're covered for the reasonable and necessary costs for the demolition or dismantling of the property, removal of debris, erecting and maintaining of hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction up to 15% of the claimed amount.

### **Express delivery and overtime**

You're covered for the reasonable and necessary additional costs for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable for the repair or replacement. The maximum amount we'll pay is 50% of the amount that the repair or replacement would've cost, if these additional costs hadn't been incurred.

### **Fire extinguishing charges**

You're covered for reasonable costs relating to extinguishing of fire or fire-fighting, provided that you're legally liable for these costs and that the insured property was in danger from the fire.

### **Hire purchase and finance agreements**

If the insured property is financed, we'll first pay the outstanding settlement over to the relevant financial institution, up to the insured value. This excludes settlement penalties and interest charges on arrear payments that your financial institution may charge. The balance, if any, will be paid to you.

## Extensions automatically included: B. Consequential loss

### Accidental power failure

You're covered for failure of the public supply of electricity at the terminal ends of the service feeders in the insured premises, from any accidental cause other than:

- A deliberate act by you, or by any supply authority.
- Drought or shortage of fuel at any electricity utility.
- Loadshedding.
- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

### Prevention of access

If property within a 50km radius of the insured premises noted on your policy schedule is lost or damaged by a defined peril during the period of insurance, and prevents or hinders the use of, or access to, the property insured under this section, we'll pay for any loss resulting from the interruption or interference that prevents you from having access to the insured property situated at the premises.

## Optional cover

### Cover more. Pay a little more

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

## Optional cover: All options

### Incompatibility cover

You're covered for costs incurred for:

- Modifications or alterations to the insured property after an insured incident that's covered under this section, to ensure the operating integrity of the electronic system.
- Replacing or upgrading legal programs to achieve compatibility with the modified electronic system.
- Restoring previously-captured data that's become inaccessible due to modifications to the electronic system or as a consequence of the replacement or upgrading of legal programs.

Always provided that:

- The costs provided for above are necessarily and reasonably incurred to maintain normal working conditions.
- The cover in respect of any 1 incident is subject to the limit, as noted on your policy schedule.

## **Optional cover: A. Material damage**

### **Non-forced and violent entry into a vehicle**

You're covered for loss of, or damage to, the insured property that's concealed in a compartment of a vehicle, not visible to passers-by, and you state that the vehicle was locked but there's no evidence of forced and violent entry to or exit from the vehicle, provided that:

- You can provide us with the police case number.
- This cover will only apply to property that's separately and individually noted on your policy schedule.

### **Riot and strike**

You're covered for loss of, or damage to, the insured property, that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any happening referred to above.
- You're not covered for loss or damage due to or relating to:
- Consequential loss of any nature, other than the increased cost of working or reinstatement of data and programs, if specifically insured.
- Detention or confiscation by any lawfully-constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasions, acts of foreign enemies, hostility or warlike operations (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause. This should be aimed at bringing about any social or economic change, or in protest against any state, government or provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

**Please note:**

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

## **Optional cover: B. Consequential loss**

### **Telkom or a similar service provider's access lines**

You're covered for the reinstatement of data and programs, and the increased cost of working caused by accidental failure of Telkom, or a similar service provider's access lines, provided that your cover will begin 12 hours after the failure and end not later than 30 days after the failure.

**Please note:**

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

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

## **Clauses, conditions and extensions: A. Material damage**

### **Basis of settlement**

The cover provided by this section is limited to the insured value noted on your policy schedule. You may choose to insure your electronic equipment for its market, agreed or replacement value. The insured value or specific limit includes the cost of dismantling, re-erection, transportation and removal of damaged insured property and, if applicable, import duties and VAT.

### **Partial loss**

If the insured property suffers damage that can be repaired, we'll pay to restore the damaged property to working order, provided that:

- The cost of any alteration, addition, improvement or overhaul that's carried out at the time in addition to repairing the property isn't covered under this section.
- If you pay for temporary necessary repairs in the interest of safety or to minimise further loss or damage to the insured property, we'll pay for the reasonable cost of these temporary repairs. If these temporary repairs aggravate the loss or cause additional loss or damage to the insured property, any additional costs or consequences will be for your account.

- The value of damaged parts which can be used will be deducted.
- Where the damage is restricted to a part or parts of the insured property, we won't pay for an amount greater than the value of such part or parts which are lost or damaged.

## **Total loss**

### **Replacement value**

Replacement value will apply to property that's purchased no more than 7 years (or such additional period as we may allow in writing) before an insured incident.

Upgrades and enhancements will be taken into account when calculating the amount to be paid in respect of a claim, together with the age of the insured property.

In cases where the insured property is completely lost or destroyed, the basis of cover will be the cost of replacing or reinstating, on the same site, new property of equal performance and capacity or, if this isn't possible, its replacement by new property having the nearest equivalent performance and capacity to the property that's been lost or damaged, provided that the replacement or reinstatement may be carried out on another site and in any manner suitable to your requirements, on condition that our liability won't increase.

### **Market value**

Market value is the current-day purchase price of second-hand or used property of equal performance or capacity to the lost or damaged property, and of substantially similar condition.

If no similar property is available, the market value will be calculated by deducting:

- 20% for the first year, after the date of purchase.
- 10% per year, for each succeeding year.

This is subject to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property.

For property that isn't covered by 'A. Material damage' the basis of cover will be the market value of the insured property immediately before the loss or damage. At our sole discretion, the insured property will be regarded as totally destroyed if the repair costs of the property are equal to, or in excess of, its market value immediately before the loss or damage.

## Power surges and lightning strikes

If you claim for the loss of, or damage to, property caused by power surges, lightning strikes and loadshedding, no excess will be applicable if you've appropriately and adequately protected the insured property with SABS-approved safeguards against electrical supply fluctuations and lightning strikes.

### **Please note:**

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

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

## Reinstatement

We won't make any payment for any interruption, following loss or damage, that's being aggravated by:

- You being unable or unwilling to replace or reinstate destroyed or damaged property, or you failing to carry out such replacement or reinstatement within a reasonable time.
- Additions, alterations or improvements made to the insured property on the occasion of its repair.

## Tenants' clause

Your cover won't be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must let us know as soon as such an act, which is in contravention of any of the cover, exclusions, clauses, conditions or extensions of this section, becomes known to you, and you'll be responsible for any additional premium payable from the date that any increased risk happens.

# Machinery breakdown



## In a nutshell...

Machines are an integral part of any manufacturing or production process. Without them, you'll find it hard to be productive if this is the business you're in. Luckily, King Price can fix you up with machinery breakdown cover that'll have you going again in no time at all. Our machinery breakdown insurance provides cover for unforeseen and sudden damage to the insured machinery on your premises.

## What's covered by the king

You're covered for unforeseen and sudden fortuitous physical damage to the insured property, for its replacement value or market value, while on the insured premises, from any cause that's not specifically excluded.

The damage must happen while the property is:

- At work or at rest.
- Being dismantled or subsequently re-erected for the purpose of cleaning, inspection, repair, overhaul or removal to another position within the premises, or in the course of these operations.

The damage must be caused by, but isn't restricted to:

- Defects in casting or material.
- Faulty design.
- Faults at workshop or in erection.
- Bad workmanship, lack of skill or carelessness.
- Shortage of water in boilers.
- Physical explosion.
- Tearing apart on account of centrifugal force.
- Short circuit.
- Any other cause not specifically excluded.

Provided that this cover will only apply to the insured property after successful completion of performance acceptance tests, whether the property is:

- At work or rest.
- Being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves.
- Being shifted within the premises.
- Being subsequently re-erected.

## What's NOT covered by the king

You're not covered for:

- Direct or indirect loss of, or damage to:
  - Foundations masonry and refractories, unless specifically included and noted on your policy schedule.
  - Exchangeable tools such as, but not restricted to, bits, drills, knives and saw blades.
  - Dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders and rolls.
  - Parts that, by their use or nature, suffer a high rate of wear and tear or depreciation such as, but not restricted to, crushing surfaces, balls, hammers, screens and sieves, engraved soft metal cylinders, wear plates, elevator and conveyor belts or bands, chains, flexible pipes, jointing and packing materials, filter cloths, parts made of glass, rubber, textile or synthetic, grinding wheels, ropes, belts, straps, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, grate bars and burner jets.
  - Objects made of glass, belts, ropes, wires, rubber tyres, and operating media such as, but not restricted to, fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents and lubricants.

### **Please note:**

**If parts or tools are damaged as a result of damage to other parts of your insured machinery, you're covered for the residual value of such parts or tools.**

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

- Loss or damage caused by incidents covered under the king's 'Fire' section.
- Loss or damage that a supplier, contractor or repairer is responsible for, either by law or under contract.
- Loss or damage caused directly or indirectly by any faults or defects that you knew about at the start of this insurance, whether these faults or defects were known to us or not.
- Loss or damage as a direct consequence of the continual influence of operation, for example, but not limited to, wear and tear, cavitation, erosion, corrosion, rust or boiler scale.
- Damage resulting from the misapplication of tools or from experiments, overhauls or tests requiring the imposition of abnormal conditions.
- Wastage of material, or the like, or wearing out of any part of the machinery caused by, or naturally from, ordinary usage or working or other gradual deterioration.
- Damage due to water that escapes from water-containing apparatus, including leakage or discharge from any sprinkler or drencher system or any subsequent dismantling.

- Temporary repairs and any consequences arising therefrom unless we've authorised such repairs.
- Loss or damage due to a power spike, power surge or undervoltage condition arising out of the energising of any standby power-generating plant that insured property has been connected to, except if the standby power-generating plant has been fitted with appropriate voltage and frequency regulation equipment.
- Loadshedding.
- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

## **Specific conditions**

### **Additional cover**

The additional cover provided under this section is subject to the insured value that's noted on your policy schedule opposite the applicable items and, where appropriate, includes dismantling, re-erection, transport, removal of damaged insured property, import duties and VAT.

### **Alterations to working conditions**

You must let us know about any alteration to or departure from normal working conditions that would affect the risk of damage to the machinery noted on your policy schedule. If we can't approve the alteration or departure from normal working conditions, we may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.

### **Average**

If the insured value is less than the total value of the insured property, then the average will apply and you'll only be paid out a percentage of the insured value. Every item (if more than 1) will be separately subject to this condition. This is known as the 'average' and happens when you've under-insured your property.

## What we mean when we say...

<b>Market value</b>	<p>The current-day purchase price of used property of equal performance or capacity, and of similar condition, to the property that's lost or damaged. Where no similar property is available, market value is calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:</p> <ul style="list-style-type: none"><li>• 20% for the first year after the date of purchase.</li><li>• 10% per year for each succeeding year.</li></ul> <p>This is subject to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property.</p>
<b>New property</b>	<p>Property that was purchased no more than 3 years before an insured incident. Upgrades, enhancements, as well as the age of the property, will be taken into consideration to determine the covered amount.</p>
<b>Replacement value</b>	<p>The cost of replacing a specific item or property.</p>

## Extensions automatically included

### Architect and other professionals' fees

You're covered for the professional fees required for the reinstatement or replacement of the property, limited to a maximum amount of 25% of the insured value, subject to the insured value noted on your policy schedule.

### Capital additions

You're covered for alterations, additions and improvements to the insured property for an amount not exceeding 25% of the insured value. You must please tell us about such alterations, additions and improvements as soon as possible, to be covered for them, and you must pay the appropriate premium for them.

### Demolition and clearing costs

You're covered for the reasonable and necessary costs for the demolition or dismantling of property, removing debris, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction, up to 15% of the claimed amount.

## Clauses, conditions and extensions

### Basis of settlement

#### Partial loss

If the insured property suffers damage that can be repaired, the amount payable will be calculated based on the expenses incurred to restore the damaged property to its former working condition, provided that:

- The value of damaged parts that can be used will be deducted.
- The costs of any alteration, addition, improvement or overhaul carried out at the time of repair aren't recoverable under this section.
- If, without our consent, necessary temporary repairs are carried out by you in the interests of safety or to minimise further loss or damage to the property, the cost of temporary repairs will be borne by us. If such temporary repairs aggravate the loss or cause additional loss or damage to the property, then any additional costs so incurred, or consequences arising from these repairs, will be for your account.
- If damage is restricted to a part or parts of an insured item, we're not liable for an amount greater than the value of such part/s.

#### **Please note:**

**If the repairs are executed at a workshop owned by you, we'll pay the reasonable costs of materials and wages incurred for the purposes of the repairs, plus a reasonable percentage to cover overhead charges.**

#### **Total loss: New property that's totally lost or destroyed**

The amount payable will be calculated based on the cost of replacing or reinstating the damaged property with property on the same site of equal performance or capacity, or having the nearest equivalent performance or capacity, provided that:

- The work of replacement or reinstatement, which may be carried out on another site subject to our liability not being increased, must start and be carried out within a reasonable time.
- We're only liable for payment once expenditure has been incurred by you for replacing or reinstating the property.

#### **Total loss: Property that isn't new but is totally lost or destroyed**

The amount payable will be calculated based on the market value of the insured property immediately before the loss or damage. We may choose to regard property as being totally destroyed if the cost of a partial loss is equal to, or exceeds, the property's market value immediately before the damage.

## **Express delivery and overtime**

The reasonable and necessary additional costs for express delivery, airfreight, overtime, and Sunday and holiday rates of wages payable for repairs or replacement. The maximum amount we'll pay is 50% of the amount that the repair or replacement would've cost, if these additional costs hadn't been incurred.

## **Manufacturer's specifications**

You must, at all times, fully observe:

- The manufacturer's instructions for the operation, inspection and maintenance of the insured property.
- Government regulations.
- Statutory regulations.
- Municipal regulations.
- All other binding regulations in force concerning the operation and maintenance of the insured property.

## **Operation of damaged property**

Your cover will cease if the insured property is kept in operation after a claim, without being repaired to our satisfaction, or if temporary repairs are carried out without our consent.

## **Service and maintenance records**

All insured machinery must be kept in a sound working order, and service and maintenance records must be kept.

# Machinery breakdown: Business interruption



## In a nutshell...

All businesses rely on some form of equipment and most insurers cover this. However, some insurers forget to cover the financial loss that businesses can suffer if this machinery breaks down and your business activities are interrupted. With the king's cover, your gross profit, gross rentals and increased cost of working are insured... Just as long as the machinery that breaks down is also insured with us.

## Choice of cover

### Your choice, our pleasure

#### Under this section you can choose to cover:

- A. Gross profit:
  - Difference basis.
  - Additions basis.
- B. Revenue.
- C. Wages: Number of weeks basis.
- D. Increased cost of working.

## What's covered by the king: All cover options

You're covered for your financial loss due to the interruption of, or interference with, your business activities, following an incident causing loss or damage to any machinery that's:

- Specifically noted in the 'Machinery breakdown' section of your policy schedule.
- Used by you at your insured premises, for the purpose of your business.

### Please note:

**You're not covered for that portion of your interruption that falls within the time excess (no claim period) noted on your policy schedule.**

## **What's covered by the king: A. Gross profit**

An item is insured on either the difference basis or the additions basis, as defined below, and noted on your policy schedule.

The insurance under this item is limited to loss of gross profit due to:

- Reduction in turnover.
- Increased cost of working.

The amount payable in respect of a reduction in turnover is the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period fell short of the standard turnover as a consequence of the damage. The amount payable in respect of the increased cost of working is the additional reasonable expenses incurred to avoid or diminish the reduction in turnover that would've taken place during the indemnity period as a consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

Less any sum saved during the indemnity period for charges and expenses of the business, payable out of gross profit, that may cease or be reduced as a consequence of the damage. Provided that the amount payable will be proportionately reduced if the insured value in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

If any standing charges of the business aren't insured under this section then, when calculating the amount recoverable hereunder as an increase in the cost of working, that proportion only of the additional expenditure will be brought into account which the sum of the net profit and the insured standing charges bears to the sum of the net profit and all the standing charges.

## **What's covered by the king: B. Revenue**

The insurance under this item is limited to:

- Loss of revenue.
- Increased cost of working.

The amount payable in respect of loss of revenue is the amount by which the revenue during the indemnity period fell short of the standard revenue as a consequence of the damage.

The amount payable in respect of increased cost of working is the additional reasonable expense incurred to avoid or diminish the loss of revenue that would have taken place during the indemnity period as a consequence of the damage, but not exceeding the amount of the loss of revenue thereby avoided.

Less any sum saved during the indemnity period for charges and expenses of the business, payable out of revenue, that may cease or be reduced as a consequence of the damage. Provided that the amount payable will be proportionately reduced if the insured value in respect of revenue is less than the annual revenue where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 months.

### **What's covered by the king: C. Wages: Number of weeks basis**

The insurance under this item is limited to the loss incurred by you, by the payment of wages, beginning when the damage happened and ending not later than the specified number of weeks thereafter.

The amount payable will be the actual amount that you pay as wages during the period, to employees whose services can't be utilised at all as a consequence of the damage and an equitable part of the wages paid during the period to employees whose services can't be utilised to the full as a consequence of the damage.

If the insured value noted on your policy schedule is less than the aggregate amount of the wages that would've been paid during the specified number of weeks immediately following the damage if the damage hadn't happened, then the amount payable will be proportionately reduced.

### **What's covered by the king: D. Increased cost of working**

The insurance under this item is limited to reasonable additional expenditure that's not recoverable under other items, and that's incurred with our consent during the indemnity period as a consequence of the damage and for the purpose of maintaining the normal operation of the insured business.

### **What's NOT covered by the king: All options**

You're not covered for:

- Direct or indirect loss of, or damage to:
  - Foundations masonry and refractories, unless specifically included and noted on your policy schedule.
  - Exchangeable tools such as, but not restricted to, bits, drills, knives and saw blades.

- Dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders and rolls.
- Parts that, by their use or nature, suffer a high rate of wear and tear or depreciation such as, but not restricted to, crushing surfaces, balls, hammers, screens and sieves, engraved soft metal cylinders, wear plates, elevator and conveyor belts or bands, chains, flexible pipes, jointing and packing materials, filter cloths, parts made of glass, rubber, textile or synthetic, grinding wheels, ropes, belts, straps, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, grate bars and burner jets.
- Objects made of glass, belts, ropes, wires, rubber tyres, and operating media such as, but not restricted to, fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents and lubricants.
- Loss or damage caused by incidents covered under the king's 'Fire' section, including:
  - Fire, extinguishing of a fire, direct lightning strike or explosion.
  - Theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, or sonic shock waves.
  - Subsidence, landslide, storm, flood, inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling.
- Loss or damage for which a supplier, contractor or repairer is responsible, either by law or under contract. If we allege that, by reason of this provision, any loss or claim isn't covered by this section, the onus is on you to prove the contrary.
- Loss or damage caused directly or indirectly by any faults or defects that you knew about at the start of this insurance, whether these faults or defects were known to us or not.
- Loss or damage as a direct result of the continual influence of operation, for example, but not limited to, wear and tear, cavitation, erosion, corrosion, rust or boiler scale.
- Damage resulting from the misapplication of tools or from experiments, overhauls or tests requiring the imposition of abnormal conditions.
- Any shortage, destruction or deterioration of, or damage to, raw materials, semifinished or finished products or other materials required for proper operation, even if there is, or may be, a consequence of material damage to an item noted under 'List of machinery and plant' on your policy schedule for this section.
- Any restrictions on reconstruction or operation imposed by any public authority.
- Repairing or replacing destroyed or damaged machinery, if you don't have sufficient capital.
- Loss of, or damage to, machinery, mechanical installations and their additional installations or other items, which aren't noted under 'List of machinery and plant' on your policy schedule for this section, even if there is, or may be, a consequence of material damage to an item on this list.

- Loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order, which happens after machinery and plant affected by an incident is again in operating condition and the business could've been resumed if the lease, licence or order hadn't been suspended, lapsed or cancelled.
- Prolonging any period of interruption of, or interference with, the business resulting directly or indirectly from the operation of any:
  - Gazetted law of South Africa, including any exchange control regulation directed against any other country.
  - Law of a foreign country or international law directed against South Africa.
  - Economic sanction, convention, trade embargo, boycott, strike or action directed against South Africa, other than those that happen within the borders of South Africa.
- Loadshedding.
- Grid interruption.
- The restoration of supply of electricity by the utility supplier following grid interruption.

**Please note:**

**If we allege that any of the above clauses are applicable, the onus is on you to prove the contrary.**

## Specific conditions

Cover under this section and payment of claims is at all times subject to the following conditions:

- There's no cover if your business is wound up or carried on by a liquidator or judicial manager, is subject to business rescue, or is permanently discontinued, unless we agree otherwise in writing.
- If a claim is submitted, or is intended to be submitted under this section, you must act immediately with due care and take or allow action, in order to minimise any interruption or interference with your business.
- You must provide us with any financial records that we require, in order to validate any claim.
- If, by reason of these conditions, a claim is rejected, you'll have to repay any amount paid by us on your behalf, during the processing of the claim.

If at any time after the start of this cover, the retention of standby machinery or any other loss-minimising factors in existence at the start date is reduced, discontinued, not maintained in an efficient working condition, and not available for immediate use, then this insurance will cease unless confirmed otherwise by us.

In the event of an insured incident that may result in a claim under this section you must:

- Tell us about the incident immediately and provide us with written confirmation within 48 hours of the incident.
- Do all things practicable to minimise the extent of any interruption to the business.
- As far as practicable, without causing any increase in the period of interruption to the business, take precautions to preserve any things that might prove necessary by way of evidence in connection with any claim.
- Discontinue the use of any damaged machinery and plant. We're not liable in respect of any further interruption to the business arising out of the continued use of any damaged machinery and plant.

In the event of an insured incident that may result in a claim under this section we have the right to take over and control all necessary repairs or replacements.

### What we mean when we say...

<b>Gross profit: Additions basis</b>	The sum produced by adding your standing charges to the net profit or, if there's no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.
<b>Gross profit: Difference basis</b>	The amount by which the sum of the turnover and the amount of the closing stock exceeds the sum of the amount of the opening stock plus the amount of the uninsured costs and the amount of stock purchases. The amount of the opening and closing stocks will be arrived at in accordance with your normal accountancy methods, with due provision being made for depreciation.
<b>Incident</b>	The unforeseen and sudden physical damage to the machinery noted on your 'Machinery breakdown' policy schedule, from any cause that's covered under the king's 'Machinery breakdown' insurance.
<b>Indemnity period</b>	The period starting with the start of the damage and ending not later than the number of months thereafter noted on your policy schedule, during which the results of the business will be affected as a consequence of the damage.
<b>Insured standing charges</b>	The sum of the business' expenses that aren't dependent on the level of goods or services produced by the business.

<b>Net profit</b>	The net trading profit (excluding all capital receipts, accretions and outlay properly chargeable to capital) resulting from your business at the insured premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any tax chargeable on profits.
<b>Turnover/ revenue</b>	The money paid or payable to you for goods sold and delivered, and for services rendered in the course of the business at the insured premises.
<b>Uninsured costs</b>	The sum of the business's variable costs, which are the costs that change in proportion to the level of goods or services that the business produces.

## **Trends and variations affecting the business**

Adjustments will be made as may be necessary to provide for trends and variations affecting the business either before or after the damage or that would've affected the business if the damage hadn't happened.

### **Annual revenue**

The revenue during the 12 months immediately before the date of the damage.

### **Annual turnover**

The turnover during the 12 months immediately before the date of the damage.

### **Rate of gross profit**

The rate of gross profit earned on the turnover during the financial year immediately before the date of the damage.

### **Standard revenue**

The revenue during the 12 months immediately before the date of the damage which correspond with the indemnity period.

### **Standard turnover**

The turnover during the 12 months immediately before the date of the damage which correspond with the indemnity period.

If, during the indemnity period, goods are sold or services rendered elsewhere than at the insured premises for the benefit of the business, either by you or by others on your behalf, the money paid or payable in respect of such sales or services will be brought into account when calculating the turnover, revenue or gross rentals during the indemnity period.

If the damage happens before the completion of the first year's trading of the business at the insured premises, the value of terms stated above will be calculated by using values proportionate to the results obtained from the start of the business to the date of the damage.

## **Clauses, conditions and extensions**

### **Accumulation of stock**

When assessing a loss, we'll take an equitable allowance into account if any shortage in turnover due to an incident is postponed by reason of turnover being temporarily maintained from accumulated stock of finished goods in warehouses or depots during the period of cover. Any additional expenditure incurred in replacing such stock will be regarded as an increase in cost of working, as defined.

### **Additions, alterations and improvements**

You're not covered in respect of any part of an interruption or interference due to additions, alterations or improvements being effected to a damaged item when repaired. The period of cover will exclude any time deducted by virtue of this clause.

### **Benefits after recommissioning**

For 6 months after the recommissioning of the machinery and plant after an incident, if you derive benefit from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the business, such benefit will be taken into account when determining the amount payable as indemnity under this section.

### **Department clause**

If the business is conducted in departments, the independent trading results of which are ascertainable, cover will apply separately to each department affected by the incident, except that if the insured value for the said item is less than the aggregate of the sums produced by applying the rate of gross profit for each department of the business (whether affected by the incident or not) to the relative annual turnover thereof, the amount payable will be proportionately reduced.

## **Overhaul**

In determining the amount payable as indemnity under this section, due allowance will be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption of or interference with the business.

## **Premium rebate**

In the event of the gross profit earned during the accounting period of 12 months (most nearly concurrent with any period of insurance as certified by your professional accountants) being less than the insured value, a pro rata return of premium, not exceeding 50% of the premium paid, will be made in respect of the difference. If the indemnity period exceeds 12 months, the amount of gross profit will, for the purpose of this calculation, be adjusted in the proportion that the indemnity period bears to 12 months.

## **Professional accounts report**

Any particulars or details contained in your books of account, or other business books or documents, that may be required by us in order to investigate or verify any claim, may be produced by professional accountants if they're regularly acting as such for you at the time, and their report will be considered prima facie evidence of the particulars and details that it relates to.

## **Sales and services**

If, during the period of insurance, goods are sold or services are rendered elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, the money paid or payable in respect of such sales or services will be brought into account in arriving at the turnover during the period of cover.

## **Standby machinery**

You warrant that any item of insured plant or machinery that's noted as 'Standby' on your policy schedule will be maintained as standby machinery and available for immediate use in the event of the failure of the plant or machinery to which it's a standby.

# Machinery breakdown: Deterioration of stock



## In a nutshell...

Unexpected electricity shortages? With King Price you won't have any shortage of cover for what happens when the lights go out. We all know that the grid can be unreliable but you can trust us to be reliable. We'll protect your business in the case of goods deteriorating due to certain unplanned events.

## What's covered by the king

You're covered for the deterioration of the goods noted on your policy schedule, inside the refrigeration chamber/s at your premises, due to any incident that's not specifically excluded, resulting from the:

- Unforeseen physical loss of, or damage to, the machinery specified in and covered by the 'Machinery breakdown' section of this policy.
- Contamination by refrigerant, as a result of physical damage to the refrigeration installation.
- Sudden and unforeseen interruption of the public power supply at the terminal ends of the supply authorities' service feeders at the premises.

You're covered under this section, provided that:

- The refrigeration machinery is covered under our 'Machinery breakdown' section of this policy.
- The insured refrigeration machinery is connected to an automatic alarm system in an attended location.
- The stock isn't stored in 'controlled atmosphere' chambers.
- The goods are stored in the refrigeration chambers at the time of the loss or damage.
- You maintain daily stock records in which the type, quantity and value of the goods stored, and the beginning and end of the storage period, are entered separately for each refrigeration chamber.
- A firm arrangement is made for competent specialists to maintain and adjust the machinery at regular intervals, or for the machinery to be maintained by your own maintenance personnel.
- Written records of inspections and repairs are kept.

**Please note:**

**You're not covered for any loss that falls within the time excess (no claim period) noted on your policy schedule. The no-claim period is the time period immediately following cessation of cooling during which, with the storage room left sealed, no deterioration takes place.**

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

You're not covered for:

- Deterioration or putrefaction of stock in the cold chamber of any deep freeze unit that's due to a rise or fall in temperature as a result of:
  - The exercise of its power by an authority that legally supplies electricity to withhold or restrict supply.
  - Damage that's covered by any other section of this policy, or by any other insurance policy.
- Loss arising directly or indirectly from improper storage, damage to packing material, insufficient circulation of air, or non-uniformity of temperature.
- Loss of goods due to deviation from the prescribed refrigeration temperature, unless:
  - The deterioration is caused by contamination, as a result of leakage of refrigerant.
  - The deterioration is caused by accidental freezing of goods.
  - Fresh goods that haven't reached the prescribed refrigeration temperature are affected.
- Penalties for delay, consequential loss or damage, or liability of any nature whatsoever.
- Sudden and unforeseen interruption of the public power supply caused by:
  - Loadshedding.
  - A deliberate act by you or any public supply authority.
  - Drought or shortage of fuel at any power station.
- Loss due to shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction.
- Loss caused directly or indirectly by temporary repair carried out, without your consent, on the refrigeration machinery.
- Loss or damage caused by your wilful act, or any wilful negligence of your representatives.

**Please note:**

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

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

## Optional cover

### Cover more. Pay a little more

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

### Contamination and pollution of wine stock

You're covered for the sudden and accidental pollution of wine (including packaging) arising from:

- Destruction on the grounds of a health hazard or any order of government or local authority.
- Sudden and unforeseen electrical and/or mechanical damage to the controlled environment system.
- A malfunction of the controlled environment system.
- The escape of refrigerant or contamination of the insured property.
- Any failure of the supply of electricity.
- Any error and/or omission of any of your employees.
- Any failure of the refrigeration units or cold stores to operate at their normal efficiency.

Provided that:

- The maximum amount we'll pay is noted on your policy schedule.
- We're not liable for consequential loss or liability due to, or arising from, the deterioration or putrefaction of goods.

#### Please note:

- **For the purpose of this cover, the basis of valuation in respect of wine is deemed to be the selling price.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

# Cybersure



## In a nutshell...

Cybersure is the cybercure for businesses that rely on their computer systems... Which means just about every modern business, including yours. Cybersure insures your business against financial loss, business interruption and reputational damage that result from cyber incidents. It covers your software and data, and it protects you against liability arising from the misuse of, and third party attacks on, your IT infrastructure. Your cybersure cover also includes data breach expenses, extra costs, incident response, expert support and loss of income, as a result of insured incidents.

## Choice of cover

### Your choice, our pleasure

**Under this section you can cover your cyber risks in the following ways:**

- A. First party.
- B. Third party liability.

## What's covered by the king: A. First party

### Please note:

- **Your cover is subject to the retroactive date, applicable limits and excess amounts noted on your policy schedule, as well as to the exclusions, and terms and conditions, of this insurance.**
- **Insured incidents under 'A. First party' must be first discovered by you, and reported to us, during the period of insurance or during an automatic, extended reporting period.**

## Business interruption

You're covered for loss of gross profit and increased cost of working incurred during the indemnity period as a direct result of the total or partial unavailability of your computer systems or your service provider's computer system, and caused by a cyber incident covered by this policy.

## Cybercrime

You're covered for any funds that are illegally taken from you as a direct result of a cybercrime.

## Cyber extortion

You're covered for any ransom that you pay, provided that it's legally permissible and we've given consent in writing, as well as for any reasonable and necessary costs to resolve cyber extortion. If we ask, you must notify any relevant law enforcement authorities of the cyber extortion.

### **Please note:**

**Our liability for ending a cyber incident on your computer system caused by such third party is limited to a first ransom paid. You're not covered for any subsequent or additional ransom.**

## Incident and breach response

You're covered for the reasonable and necessary costs resulting from an actual or suspected cyber incident:

- For an expert to investigate the cyber incident and report back to you.
- To comply with applicable data protection laws (such as notifying your regulatory authority or data subjects).
- To operate an in-house crisis management centre (including a telephone hotline), which may be run by employees who may require overtime wages for the first 31 days after a cyber incident has been reported to us.
- To purchase credit and identity theft monitoring services for the benefit of data subjects affected by a data breach, provided that we've given consent in writing.
- For an expert to manage and protect your reputation until the end of the reputational protection period after a cyber incident.
- For legal defence costs incurred to respond to or defend action taken by your regulatory authority.
- For any legally insurable administrative fines and penalties imposed by your regulatory authority as a direct result of a data breach.

## PCI-DSS

You're covered for any monetary fines and penalties levied against you by a payment card brand due to your breach of PCI-DSS, which is directly caused by a cyber incident.

If required by a payment card brand, you're also covered for any reasonable and necessary costs for:

- A PCI forensic investigator to investigate a suspected PCI-DSS breach.
- PCI-DSS recertification.

Provided that such breach is directly caused by a cyber incident.

## Restoration

You're covered for any reasonable and necessary costs to restore your data and software after a cyber incident, to the closest possible condition in which they were immediately before the cyber incident.

## What's covered by the king: B. Third party liability

### Please note:

- **Your cover is subject to the retroactive date, applicable limits and excess amounts noted on your policy schedule, as well as to the exclusions, and terms and conditions, of this insurance.**
- **Third party claims must be first made against you, and reported to us, during the period of insurance or during an automatic, extended reporting period. Any incident that you become aware of and report to us during the period of insurance or automatic, extended reporting period, which results in a third party claim will be deemed to have been reported and the third party claim made during the period of insurance.**

## Confidentiality and privacy liability

You're covered for any sums for that you're legally liable to pay, arising from:

- A third party claim for a data breach relating to confidential information or personal data of a third party, including any employee.
- Infringement of applicable data protection laws.
- Legal defence costs, provided that we've given consent in writing.

## Media liability

You're covered for any sums that you're legally liable to pay, arising from a third party claim for:

- Defamation.
- Breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name.
- Breach or interference of privacy rights.
- Legal defence costs, provided that we've given consent in writing. Provided that these result from your online media activities.

## Network security liability

You're covered for any sums that you're legally liable to pay, arising from a third party claim for a cyber incident on your computer systems that you failed to prevent and that's caused damage, alteration, destruction or theft of data or a DoS attack on third parties' computer systems. You're also covered for legal defence costs, provided that we've given consent in writing.

## What's NOT covered by the king: All options

### Please note:

**These exclusions apply for loss or damage whether directly or indirectly caused by or due to a cyber incident.**

You're not covered:

- For any costs for betterment of your computer system, beyond the state that existed before the cyber incident, unless unavoidable.
- For bodily injury, psychological harm, trauma, illness or death. However, you're covered for distress.
- For theft, breach or disclosure of intellectual property, including patents, trademarks and copyrights. However, you're covered for confidentiality and privacy liability, as well as media liability, under 'B. Third party liability'.
- If your conduct is malicious, dishonest, deliberate or reckless.
- For contractual liability that exceeds any legal liability that would otherwise arise. However, you're covered for penalties claimed against you by a payment card brand, under 'A. First party: PCI-DSS'.
- Against fault, defect, error or omission in design, plan or specification of your computer systems that makes your systems unfit for purpose.
- For *ex gratia* or discretionary settlements, or gestures of goodwill, for third parties, including discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions and inducements.
- For your failure to remove website or webpage data that's controlled by you after receiving a complaint or request from a third party.
- For any fines, punitive damages or penalties. You're covered for any monetary fines and penalties levied against you by a payment card brand due to your breach of PCI-DSS under 'A. First party: Incident and breach response' and 'A. First party: PCI-DSS'.
- For incidents that could reasonably lead to an insured incident, which happened before the period of insurance, and which you know about or should reasonably have known about.
- For any investment or trading losses, including without limitation any inability to sell, transfer or otherwise dispose of securities.

- For the seizure, confiscation, demand, destruction or damage to your computer system, due to the action, requirement or order of any government, regulator, court or other body acting within its lawful authority.
- For an inaccurate, inadequate or incomplete description of any goods or services or their price.
- If you have, or a service provider has, failed to make a payment that's due or to renew or extend any lease, contract, licence or order to supply goods or services.
- For negligent advice, design, specifications, formula or other breach of professional duty.
- If you fail to take reasonable steps to co-operate with, or prevent the imposition of an order, instruction or directive by your regulatory authority, arising directly or indirectly from an insured incident.
- For scheduled downtime, planned outages or idle periods of computer systems or parts of computer systems.
- For IT services that a service provider has sub-contracted to a third party.
- To tangible property or any consequential losses, including the loss of use of tangible property.
- For terrorism. However, you're covered for cyber terrorism.
- For third party claims made by or on behalf of any:
  - Legal entity with effective control over you.
  - Of your subsidiaries.
  - Legal entity that you or your subsidiaries have effective control over.
  - Person holding a majority shareholding interest over you.
  - Legal entity that you have a financial interest in, irrespective of the amount.
  - Partnership or joint venture that you're a party to.
- For the failure, interruption, degradation or outage of infrastructure or related services that aren't under your control, of any third party providers of:
  - Telecommunications services.
  - Internet services.
  - Satellite and cable services.
  - Electricity, gas and water services.
- For publication on any website where content can be published without registration, or any website or content that's not directly controlled by you.
- For the use of illegal or unlicensed software.

## How to claim

### Please note:

The contact details for cybersure claims are noted on your policy schedule.

### Tell us

You must tell us about any insured incident as soon as possible, including:

- Any third party claim or event that may give rise to a third party claim.
- Any actual or suspected data breach, cyber incident, cyber extortion or cybercrime that may give rise to payment under this policy.

Our cyber incident response partner is AVeS. If you need to submit a claim, contact their call centre. It's available 24 hours a day:

AVeS Cyber security operations centre

Phone +27 10 020 8714

Email [kingprice@aves.co.za](mailto:kingprice@aves.co.za)

You must also:

- Provide evidence of the insured incident and describe its likely consequences.
- Take all reasonable and necessary measures to minimise the duration and effect of any insured incident.
- Do, and permit to be done, everything practical to establish the cause and extent of the insured incident.
- Preserve any hardware, software and data, and make them available to us.
- Provide a detailed breakdown of any costs, expenses and reduction of gross profit, with evidence, including any applicable reports, books of accounts, bills, invoices or other documents that we may require.
- Comply with any reasonable recommendations made by us.

### Claims against you

You must:

- Not admit liability for, or pay, settle or prejudice any third party claim, without our consent in writing.
- Help us to investigate, defend and settle claims, and help any lawyer or other expert we appoint on your behalf to defend claims.
- Pay the excess amount to any third party we require to comply with any settlement. If we directly pay any third party, you must reimburse us immediately for the excess amount.

## Co-operation

If we ask, you must, at our expense:

- Co-operate with and help us, including by providing information and securing the co-operation and attendance in court of witnesses employed by you.
- Enforce any legal rights that you or we may have against any third party who may be liable to you for a cyber incident, including giving us authority to bring court proceedings in your name against such third party and settling such proceedings.
- Execute any documents that we require to secure our rights under this policy.

## What we mean when we say...

<b>Aggregate limit of liability</b>	The maximum amount that we're liable for under this insurance during the period of insurance that's noted on your policy schedule.
<b>Automatic, extended reporting period</b>	The extension to the indemnity period, in which to report a claim, as noted on your policy schedule.
<b>Computer network</b>	1 or more computer systems that are connected or otherwise able to exchange data.
<b>Computer systems</b>	The IT and communications systems, including their hardware, infrastructure and software, used to create, access, process, protect, monitor, store, retrieve, display or transmit data.
<b>Confidential information</b>	Any form of commercially sensitive business or trade secret that isn't publicly available, whether marked 'confidential' or not.
<b>Continuing standing charges</b>	Fixed costs that continue to be payable in full during the indemnity period.
<b>Cybercrime</b>	Theft of funds that you're unable to recover, as a direct result of an external party's fraudulent electronic transfer from your company's bank account, or as a direct result of an external party's fraudulent alteration of data on your computer systems.
<b>Cyber extortion</b>	A credible threat by a third party to cause a cyber incident on your computer system.
<b>Cyber incident</b>	A malicious act (including a DoS attack or the theft of your data), malware or human error that has an impact on your computer systems or the computer systems of a service provider, or a reasonable suspicion of such act, malware or human error.

<b>Cyber terrorism</b>	An act by an individual or a group of individuals, through the use of computer systems, to damage, destroy, disrupt or access your computer systems or computer networks, for religious, ideological or political purposes, including but not limited to influencing any government or putting the public or a section of the public in fear.
<b>Data</b>	Digital information, irrespective of the way it's used or displayed (such as text, figures, images, video or software).
<b>Data breach</b>	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data or confidential information that's transmitted, stored or otherwise processed on your computer systems or the computer system of a service provider.
<b>Data subject</b>	An identified or identifiable natural person who's the subject of personal data.
<b>DoS (denial of service) attack</b>	A malicious act that causes total or partial deprivation, disruption or unavailability of your computer systems or your computer network by an overloading stream of requests, including distributed DoS attacks.
<b>Director or officer</b>	Any past, present or future principal, director, member or partner.
<b>Electronic media</b>	IT devices, including external drives, CD-ROMs, DVD-ROMs, magnetic tapes or disks, and USB sticks, that are used to record and store data.
<b>Employee</b>	Any person who performs services or provides labour for you under an express or implied employment contract. This includes external staff hired by you to provide services, who work within your operational structure and under your functional authority, but excludes directors and officers.
<b>Excess amount</b>	The first amount payable by you for every insured incident before a claim becomes payable by us, as noted on your policy schedule.
<b>Expert</b>	A person or legal entity appointed by or in consultation with us, including incident response providers, forensic accountants, lawyers or public relations consultants.
<b>External party</b>	A third party that's neither an employee nor a director or officer of the insured company.
<b>Funds</b>	Money or official national currency that you own or that's held by a financial institution in an electronic form on your behalf. Branded, digital and virtual currencies aren't considered money or official national currency.

<b>Hardware</b>	The physical components of your computer systems, which are used to store, transmit, process, read, amend or control data, including electronic media.
<b>Human error</b>	Any negligent act or omission committed by you or by an employee during the operation of your computer system. This doesn't include non-compliance with the requirements under 'Our T's and C's: Security'.
<b>Increased cost of working</b>	Additional expenditure that's necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the insured loss of gross profit which, without such expenditure, would've happened during the indemnity period that's noted on your policy schedule. Our liability is limited to the amount of the loss of gross profit thus avoided.
<b>Indemnity period</b>	The period during which your business is interrupted by the total or partial unavailability of your computer systems, starting after the waiting period has elapsed and ending when the computer systems are fully restored and the gross profit reaches the level before the unavailability of your computer systems. This period is limited to the number of days noted on your policy schedule.
<b>Infrastructure</b>	Communication equipment, air conditioning, power supply installations, stand-alone generators, frequency inverter units, transformers and any other facilities that are used to maintain the functioning of electronic facilities that support computer systems and data.
<b>Insured incident</b>	Any cyber incident, cyber extortion, cybercrime and third party claim.
<b>Internet service</b>	Services to enable the use of the internet, including: <ul style="list-style-type: none"> <li>• Service providers responsible for the provision of services, hardware and technical equipment for accessing and using the internet.</li> <li>• Domain name system service providers.</li> <li>• Other internet and external network service providers responsible for internet exchanges, including Tier 1 network providers.</li> <li>• Cable network, satellite and radio communication network operators.</li> </ul>
<b>Intranet</b>	A private or restricted internal data network.

<b>IT services</b>	Services including operation, processing, maintenance, protection or storage of your hardware, infrastructure, electronic data or computer software, including IT cloud services, such as IaaS, PaaS and SaaS). This doesn't include external telecommunication services.
<b>Legal defence costs</b>	Costs, expenses or fees for experts, investigations, court appearances, surveys, examination or procedures that are necessary for your civil, commercial, administrative or criminal defence. This doesn't include general expenses such as salaries and overheads.
<b>Limit of liability per cover head</b>	The maximum amount per cover head that we're liable for during the period of insurance, minus the agreed excess amount noted on your policy schedule.
<b>Loss of gross profit</b>	<p>The reasonable calculation of the reduction in net profit (before tax) taking into account previous trading patterns and market conditions, plus any continuing standing charges. The calculation is based on an analysis of your revenue and expenses during the 12 months before the discovery of an insured incident. The calculation also takes into account any reasonable projection of future profitability had no loss happened.</p> <p>The basic amount payable per day is 1/365 of the annual gross profit during the 12 months before the total or partial unavailability of your computer systems.</p> <p>Our liability is limited to this basic amount payable multiplied by the number of days that your business is interrupted, provided that such number of days doesn't exceed the indemnity period noted on your policy schedule. As a result, our liability is limited to the agreed maximum limit noted on your policy schedule for business interruption.</p>
<b>Malicious act</b>	An unauthorised or illegal act that intends to cause harm or gain access to, or disclose data from, computer systems or computer networks using any computer system or computer network.
<b>Malware</b>	Unauthorised or illegal software or code, including viruses, spyware, computer worms, Trojan horses, rootkits, ransomware, keyloggers, diallers and rogue security software, designed to cause harm or gain access to, or disrupt, computer systems or computer networks.
<b>Online media activities</b>	Text, images, videos or sound distributed via your website, social media presence or email.

<b>Payment card brand</b>	American Express, Discover, JCB, Mastercard, Visa or other entity, including an acquiring bank or payment card processor, that's contractually obliged to enforce the requirements of your PCI-DSS obligations.
<b>PCI-DSS</b>	Payment Card Industry Data Security Standards.
<b>PCI forensic investigator</b>	An expert forensic investigator who's approved by the PCI Security Standards Council.
<b>Personal data</b>	Information relating to a data subject who can be identified, directly or indirectly, in relation to other information (such as a name, an ID number, a location, an online identifier, or other factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the data subject) as defined by applicable data protection laws.
<b>Ransom</b>	Money, bitcoin or other digital currency demanded by a third party in the course of cyber extortion.
<b>Regulatory authority</b>	Any supervisory or independent public authority, regulator, government organisation or statutory body that's authorised to enforce statutory obligations relating to the control or processing of personal data in accordance with applicable data protection laws.
<b>Reputational protection period</b>	The period noted as such on your policy schedule, starting with the insured incident.
<b>Retroactive date</b>	The date noted as such on your policy schedule.
<b>Service provider</b>	Any third party that provides IT services to you in accordance with a written contract that specifies services to be performed. This doesn't include IT services that a service provider of yours further subcontracts.
<b>Software</b>	A digital standard, customised or individually-developed program, or an application held or run by a computer system, that comprises a set of instructions that are capable, when incorporated in a machine-readable medium, of causing a machine with information-processing capabilities to indicate, perform or achieve a particular function, task or result.
<b>Terrorism</b>	Acts committed for political, religious, ideological or similar purposes, including the intention to influence any government and or to put the public, or any section of the public, in fear.

<b>Theft</b>	Any malicious act of illegitimately copying or obtaining, for example, confidential information, data or personal data, from computer systems.
<b>Third party</b>	Any person or legal entity other than the insured company that's noted on your policy schedule.
<b>Third party claim</b>	Any written demand or assertion for compensation or damages by a third party against you.
<b>Waiting period</b>	The period of time noted on your policy schedule, which starts with the discovery of an insured incident that causes your computer systems to be partly or wholly unavailable.
<b>Your computer systems</b>	The computer systems that are owned, leased, licensed or hired and controlled by the insured company.

## Our T's and C's

### Assignment

You may not assign any legal rights or interests in this insurance policy unless we've given our consent in writing.

### Confidentiality

You must not disclose the existence of this policy, except to your senior management or professional advisers or if you're under legal obligation to do so, unless we've given our consent in writing. If you do, we may not pay a claim for cyber extortion under 'A. First party' or we may cancel your cover under that section as at the date of disclosure.

### Contracted IT service providers

Any data breach or cyber incident that happens on the computer systems of a service provider that you have a written contract with, for IT services that they provide to you, will be covered as if they happen on your computer systems, except if noted otherwise.

### Laws and regulations

If any provision of this insurance conflicts with the laws or regulations of any jurisdiction in which it applies, it must be changed to comply with such laws or regulations.

## Material change in risk

You must let us know, as soon as is practical, about any material change in risk that you become aware of, or ought reasonably to be aware of, including without limitation any acquisition by or of you during the period of insurance. We're not liable for any insured incident resulting from any material change in risk unless we've agreed to such change and received any additional premium that we require.

## Original cause

Any insured incidents arising from the same original cause will be deemed to be 1 insured incident and covered at the time of the first insured incident of the series, including the application of excess amounts and limits of liability.

## Our liability

We're not liable for any excess amount. Our liability is limited for every insured incident, as well as to the aggregate limit of liability, as noted on your policy schedule.

## Payment by more than 1 section

Any claim that falls under more than 1 section of cover will be subject to the highest applicable excess amount.

### **Please note:**

**Claims for business interruption under 'A. First party' may be subject to a waiting period.**

## Retroactive date

Insured incidents are only covered if they result from a malicious act or human error that's committed after the retroactive date noted on your policy schedule.

## Security

We may not pay a claim if you've given incorrect answers on our proposal form, especially with regards to IT security.

## Severability

Unenforceable provisions won't affect any other provisions and, if practical, will be replaced with enforceable provisions with the same or similar intent.

## Subrogation

If any payment is made under this insurance, we'll be subrogated to the extent of such payment up to all your rights of recovery from any third party. You must do all that's necessary to secure, and must not prejudice, such rights. Any monies recovered will be applied first to any costs and expenses made to obtain the recovery, second to any payments made by us, and third to any other payments made by you.



# Irrigation systems



## In a nutshell...

The king can cover your irrigation system, its wheels and centre pivots, and its power and water supply... Down to the last little bolt. And, we spoil you with choices. You can insure just the system, or its power and water supply. Or both. You can also choose your level of cover: From comprehensive cover that takes care of everything that could go wrong, to fire only or third party liability only. Your choice, our pleasure. Really.

## Choice of cover

### Your choice, our pleasure

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

- Irrigation system/s.
- Power and water supply not forming part of the irrigation system/s.

You can also choose to cover your irrigation system/s, and your power and water supply, in 3 ways:

- A. Comprehensive.
- B. Fire only.
- C. Third party liability only.



## **What's covered by the king: A. Comprehensive**

You're covered for the accidental physical loss of, or damage to, the insured property, subject to the limit noted on your policy schedule arising out of one original cause or source.

## **What's covered by the king: B. Fire only**

You're covered for the loss of, or damage to, the whole or part of the property noted on your policy schedule, that's caused by:

- Fire.
- Lightning or thunderbolt.
- Explosion.
- Earthquake, but excluding damage to property due to the underground workings of any mine.
- Storm, wind, water, hail or snow, but excluding damage to property:
  - Arising from it undergoing any process necessarily involving the use or application of water.
  - Caused by a tidal wave originating from an earthquake or volcanic eruption.
- Aircraft and other aerial devices, and objects dropped from them.
- Impact by animals, trees (except if they're being felled), aerials, satellite dishes and vehicles, but you're not covered for any damage to them, or for any property in or on such vehicles.
- The deliberate or wilful act of any person with the intention of causing such damage, but excluding damage to:
  - Movable property that's stolen or damaged while being stolen.
  - Movable or immovable property that's damaged by thieves while breaking into, or out of, your premises, or while attempting to do so.
  - Immovable property that's owned or occupied by you, and that's caused by:
    - The removal or partial removal of the property, or any attempt to do so.
    - The demolition, partial demolition, or attempted demolition, of the property or any part thereof, with the intention of stealing it.

You're not covered for:

- Damage that's related to, or caused by, fire or explosion.
- Consequential or indirect damage, except for loss of rent if specifically insured.
- Damage that results from total or partial cessation of work, or from the retarding, interruption or cessation of any process or operation.
- Damage that's caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully-constituted authority.

**Please note:**

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

## **What's covered by the king: C. Third party liability only**

You're covered for any accident caused by, through, or in connection with, any irrigation system that's noted on your policy schedule, or in connection with the loading or unloading of such system, in respect of which you become legally liable to pay all sums, including the claimant's costs and expenses for:

- The death of, or bodily injury to, any person, but excluding the death of, or bodily injury to, any person in your employ arising from and in the course of such employment, and any member of your household.
- Damage to property, but excluding property that's owned by you, or that's in your custody or control.

You're also covered for:

- Costs and expenses incurred with our prior written consent, provided that we may arrange for representation at any inquest or inquiry in respect of any death being claimed for, and to defend in any magistrate's court any criminal proceedings in respect of any act causing or relating to any incident being claimed for, and our liability is limited to the insured value that's noted on your policy schedule.
- Any person/s who operate/s or control/s an insured irrigation system on your instruction or with your permission, provided that:
  - Such person/s must observe, fulfil and be subject to the terms and conditions, and exclusions, of this insurance in so far as they can apply.
  - We're not liable for claims made by any member of your household.
  - Such person isn't entitled to cover under any other insurance, except in respect of any amount not recoverable thereunder.

## **What's NOT covered by the king: All options**

You're not covered for any accident, injury, loss, damage or liability:

- While an insured irrigation system is being used with your knowledge and consent otherwise than in accordance with the 'description of use' clause.
- That's incurred outside South Africa, Namibia, Botswana, Lesotho, Eswatini (Swaziland), Zimbabwe, Malawi and Mozambique, although you're covered for the loss of, or damage to, an insured irrigation system while it's in transit by sea, air or between ports or places in these territories, including while being loaded and unloaded during such transit.

**Please note:**

- **On all cover options, you're not covered for any claim that arises contractually, unless such liability would also have attached to you in the absence of such contractual agreement.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

**What's NOT covered by the king: A. Comprehensive cover**

You're not covered for:

- Detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process.
- Loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract.
- The loss of, or damage to, insured property that's caused by:
  - Any fraudulent scheme, trick, device or false pretence practised on you (or any person having custody of the insured property) or fraud by, or the dishonesty of, any principal or agent of yours.
  - Overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exclusion applies only to vessels, pipes, tubes and similar apparatus.
  - Altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon.
  - Any fault or defect in design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish, or its own wear and tear.
  - Termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defects, fluctuations in atmospheric or climatic conditions or the action of light.
  - Chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from their container.
  - Drought.
  - Shortage of fuel or water.
  - The exercise of an authority that's empowered by law to supply water, gas or electricity of its power to withhold or restrict supply, unless such withholding or restriction is directly attributable to damage to the property of such authority.

- Consequential loss, except if the irrigation system is damaged due to wear and tear, or mechanical, electronic or electrical break-down, failure or breakage.
- Deterioration in value whether arising from repairs following an insured incident or not.
- Wear and tear, or mechanical, electronic or electrical break-downs, failures or breakages.
- Damage to tyres by road punctures, cuts or bursts.

### **What's NOT covered by the king: B. Fire only**

You're not covered for:

- Consequential loss, except if the irrigation system is damaged due to wear and tear, or mechanical, electronic or electrical break-down, failure or breakage.
- Deterioration in value whether arising from repairs following an insured incident or not.
- Wear and tear, or mechanical, electronic or electrical break-downs, failures or breakages.
- Damage to tyres by road punctures, cuts or bursts.
- Detention, confiscation or requisition by customs or other officials or authorities.
- Gradual deterioration.
- Damage that's caused or aggravated by:
  - Subsidence or landslide.
  - Your failure to take all reasonable precautions for the maintenance and safety of the insured property and to minimise any damage.

Unless specifically included, you're not covered for:

- The loss of, or damage to, property that's caused by it undergoing any heating or drying process.
- The loss of, or damage to, property that's insured during the period of insurance by any marine policy, except in excess of the amount that would've been payable under the marine policy, had this insurance not been effected.

### **What's NOT covered by the king: C. Third party liability only**

You're not covered for:

- Any part of a claim that falls within the scope of any compulsory motor system insurance law, regardless of whether insurance under such law is in force or has been affected.
- The death of, or bodily injury to, any person being carried in or on, or getting on to or off of, an insured irrigation system at the time of an incident that's being claimed for.
- Any consequential loss.

**Please note:**

**Our liability for third party claims is limited to R2.5 million per incident, unless subject to the insured value noted on your policy schedule.**

## Specific conditions

### Average

If the amount of any loss or damage is more than the amount you specified as the maximum, the average will apply, and you'll only be paid out a percentage of the insured value. This is known as the 'average' and occurs when you've under-insured your property.

### What we mean when we say...

<b>Basis of settlement</b>	<ul style="list-style-type: none"><li>• If an irrigation system can be repaired, we'll cover the cost of restoration to working order based on the customary daily wage rates in the district, as well as normal freight, erection and customs dues.</li><li>• If an irrigation system is totally destroyed, our liability is limited to the insured value that's noted on your policy schedule.</li><li>• We may choose to repair, reinstate or replace a damaged irrigation system or pay the amount of the damage in cash.</li></ul>
<b>Insured value</b>	<p>You must insure each irrigation system noted on your policy schedule for its new replacement value, including costs for dismantling re-erection and freight expenses, provided that:</p> <ul style="list-style-type: none"><li>• If damage is restricted to a part or parts of any irrigation system, our liability is limited to the value of the part or parts allowed for the insured value, plus dismantling, re-erection and freight expenses.</li><li>• If, at the time of loss or damage to an insured irrigation system, the insured value is lower than the new replacement value then you're considered to be self-insured for the difference and will bear a rateable share of the loss. Every irrigation system is separately subject to this condition.</li></ul>

<p><b>Insured value (continued)</b></p>	<ul style="list-style-type: none"> <li>• In the event of any necessary part, accessory or fitting, or the entire irrigation system, not being available in South Africa as a standard (ready-manufactured) article, our liability is limited to the value of such part, accessory, fitting or system at the time of loss or damage but not exceeding the manufacturer's latest price list. The cost to import such part, accessory or equipment is covered.</li> <li>• If an irrigation system is the subject of a suspensive sale or similar agreement, any claim payment due by us will be made to the owner and their receipt of payment will be a full and final discharge of our obligation in respect of loss or damage.</li> </ul>
<p><b>Irrigation system</b></p>	<p>An irrigation system (centre pivot) includes the fixtures and fittings attached thereto or thereon as supplied by the manufacturer as standard fixtures and fittings, including the:</p> <ul style="list-style-type: none"> <li>• Centre point (hub) and truss.</li> <li>• Control box (panel).</li> <li>• Towers, each with their own fixtures, fittings and attached equipment (electric cabling, sprayer heads, electrical motors and gearboxes, and micron switches).</li> <li>• Overhang.</li> <li>• Tyres on each tower.</li> </ul>
<p><b>Power and water supply</b></p>	<ul style="list-style-type: none"> <li>• Underground pipe-lines.</li> <li>• Cables and harnesses.</li> <li>• Transformers.</li> <li>• Compressors and impeller systems.</li> <li>• Step-up motors.</li> <li>• Pumps, whether used exclusively for the pivot or not.</li> <li>• Power-cable extensions (above or below ground) from the centre point to the public supply.</li> <li>• Any power unit/point that doesn't form part of the towers but is attached to the centre point.</li> <li>• Any similar, related equipment (above or below ground).</li> </ul> <p>All additional electrical cabling from the control box to the power supply, as well as the electrical motor and water pump, and the underground pipes lines from the water supply to the system, have to be noted on your policy schedule with individual sums insured.</p>

## Optional cover

### Cover more. Pay a little more

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

#### Credit shortfall

If any total loss settlement for an irrigation system, insured under 'A. Comprehensive' or 'B. Fire only', is less than the amount owing to the financier under a current instalment sale or lease agreement, we'll also pay you the shortfall less:

- Any arrears instalments or rentals, including interest payable on such arrears.
- Any refunds of premium for cancellation of any insurance cover relating to the system.
- The increased instalments or rental that would've been paid if there was no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- The excess amount due by you.

You're not covered for:

- Any amount that exceeds the insured value less the excess payable for the irrigation system.
- Credit shortfall, if the amount of any single instalment, other than the final residual amount, after the initial payment, differs by more than 10% from any other instalment.
- A shortfall that's the result of a re-advance under an instalment sale, or refinancing in terms of a lease.

#### Damage to tyres

You're covered for total loss of, or irreparable damage to, the tyres of the comprehensively insured irrigation system/s noted on your policy schedule, as a result of any unseen or concealed object while on the land or any other surface, provided that:

- Our liability per tyre is limited to 10% of the insured value for the irrigation system. You're covered for tyres with a value that exceeds this 10%, provided that they're noted on your policy schedule.
- You must, at your own expense, have all damage and wear and tear assessed by 1 or more reputable retreaders, to assess whether a tyre can be repaired or not and what the extent of wear and tear is.

## **Fire extinguishing charges**

Any costs relating to the extinguishing or fighting of fire will be deemed to be damage to the insured property, insured under 'A. Comprehensive' or 'B. Fire only', and will be payable in addition to any other payment for which we may be liable in terms of this section, provided that you're legally liable for such costs and the insured property was in danger from the fire, subject to the insured value noted on your policy schedule and limited to R10,000.

## **Wreckage removal**

You're covered for costs and expenses incurred by you for the clearing-up and removal of debris and wreckage of any insured irrigation system/s following a successful claim for an insured incident, provided that, in addition to our limit of indemnity for the irrigation system, our liability for wreckage removal is subject to the insured value noted on your policy schedule per incident, limited to R5,000.

## **Clauses, conditions and extensions**

### **Cross liability**

Where more than 1 insured is named on your policy schedule, we'll indemnify each insured separately and not jointly, and any liability arising between such insured will be treated as though separate policies had been issued to each, provided that our aggregate liability will not exceed the sum/s insured noted on the policy schedule.

### **Description of use**

Your irrigation system/s must be used by you exclusively for farming purposes, and for your own use. You're covered while such irrigation system is in the custody or control of a service provider for the purpose of overhaul, upkeep or repair, but excluding hiring.

### **Maintenance**

You, or anyone acting on your behalf, or any person operating or controlling your insured irrigation system with your knowledge and consent, must take all reasonable steps to safeguard the system from loss or damage, to maintain it in an efficient condition, and to ensure that regular maintenance inspections are carried out to ensure that it's working properly, provided that:

- We shall, at all times, have free access to examine such system.
- In the event of an accident or breakdown, such system must not be left unattended without proper precautions being taken to prevent further damage or loss. If such system is used before the necessary repairs are effected, any increase of the damage or further damage won't be covered.

- Cover for any irrigation system older than 5 years is subject to a comprehensive report by an engineer, or an authorised and approved agent or representative of the manufacturer, which must confirm that such system is in a sound working condition and that no repair work is necessary, and also to determine the degree of deterioration. Such systems must be inspected annually thereafter.
- You need to let us know the manufacturer's name before this cover can start.

### **Premium adjustment: Specified irrigation systems**

If an insured irrigation system is disposed of and another irrigation system is substituted in its place during the period of insurance, no adjustment of premium will be made, provided that the applicable insured values and extensions are the same. If the insured values differ after the replacement, or you add or delete extensions, your premium will be adjusted accordingly.

### **Waiver of subrogation rights**

We waive all rights of subrogation or action that we may have or acquire against any other person to whom this cover applies. Each such person must observe, fulfil and be subject to the terms and conditions, and exclusions of this insurance in so far as they can apply.

# Livestock and game



## In a nutshell...

From rhinos to rooibokkies, we've got your livestock and game covered. And, because we understand that your farm is different to every other farm, you can choose the cover you need... And not pay for the cover you don't. This section's got cover for every eventuality though. So, sit back, read it through, and decide what cover's best for you.

## Choice of cover

### Your choice, our pleasure

**Under this section you can cover livestock and game for the following:**

- A. Capture.
- B. Loading.
- C. Transit.
- D. Step-off including post-release stress.
- E. Mortality: All risk.
- F. Mortality: Limited.
- G. Fire and lightning.
- H. Auction.
- I. Bomas: Game only.
- J. Sheep catastrophic cover.

### Please note:

**With regards to game, if you're moving animals from 1 camp or location to another, you need additional cover for capture, loading, transit and step-off. Relocating game isn't covered unless it's specifically stated on your policy schedule and an additional premium is paid.**

## What's covered by the king: A. Capture

You're covered for the death of insured animals:

- As a direct result of the capture process, in which the animal is individually darted (chemically immobilised).
- Within 24 hours of the capture process as a result of an injury that's sustained in or during the capture process. This 24-hour period starts the moment that the capture process is initiated.
- During mass and passive capture, provided that the first 10% of the head count will be excluded.

This cover includes buffalo bleeding (the process of darting buffalo and testing them for tuberculosis), up to 3 times in any 6-week period. The follow-up darting and testing once 3 days have passed, which are required by legislation, are also covered.

### **Please note:**

- **Cover ends immediately that the process of immobilisation is reversed by reviving the animal, or if the animal wakes up.**
- **The capture process may not exceed a reasonable amount of time in any consecutive 24-hour cycle and may not be executed twice of 30 days.**
- **If you want to conduct a second capture process, you must apply for cover again. You're only covered if it's noted on your policy schedule and an additional premium is paid.**
- **You must submit a certificate of health from a vet for game, livestock and goats, and we must approve it.**

## What's covered by the king: B. Loading

You're covered while putting insured animals onto a vehicle or into a suitable crate for transport. This cover ends when the animals step onto the vehicle or into the crate.

## What's covered by the king: C. Transit

You're covered for the death of insured animals while they're being transported from one place to another, due to:

- Injury.
- The vehicle overturning or being involved in an accident.
- Theft or hi-jacking of the vehicle.
- Fire or lightning.

Provided that:

- Cover starts once the animals have been loaded onto a vehicle or into a crate for transport via road, air or sea, and ends at step-off.
- If transit is interrupted due to an accident, injury or illness, the transporter must ensure that the insured animals are cared for in a way that doesn't prejudice our liability.
- An experienced handler must accompany the animals at all times, and transit must be provided by a professional transporter.
- Adequate food and water must be provided throughout the transit, as per SABS guidelines.
- Drivers must be experienced in transporting animals, may not have driving convictions, and may not be under the influence of drugs or alcohol.
- The animals must be properly ventilated at all times.
- The vehicle must be suitable for the transit of the specific animals being transported, and must be designed so as to ensure that the animals are contained within it. The animals' limbs and heads may not protrude outside the sides or top of the vehicle. The animals must have enough room overhead to enable them to travel in a natural position.
- Different species must not be penned together at any time.
- The animals must be offloaded as soon as possible after arrival at their destination.
- Appropriate shelter must be provided during transport. The animals must be protected from extreme heat, cold, wind and rain, and must have sufficient shade from direct sunlight.
- The animals must be inspected within 30 minutes of departure by the driver or attendant, and the vehicle must be stationary for enough time to allow the animals to ruminate, at least every 2 hours throughout the journey.
- We must receive, and approve, a vet certificate before you may transport insured animals.

## **What's covered by the king: D. Step-off including post-release stress**

### **Step-off**

You're covered for limited risk mortality and post-release stress cover for the first 14 days after insured animals have been transported. If you choose a period that's longer than this, your cover from day 15 will automatically become 'Mortality: All risk' cover.

#### **Please note:**

**Theft, poaching and predation is excluded unless specified separately on your policy schedule and an additional premium is paid.**

## Post-release stress

You're covered for the death of insured animals due to post-release stress, provided that:

- The transporter employed for the purpose of relocating the insured animal is a professional transporter of wildlife.
- The boma/s or pen/s used for the capture and holding of the insured animal are in accordance with the SABS Code of Practice (SABS 0331) translocation of certain species of wild herbivores.
- The person employed in the capture of the insured animal are recognised professional operators.

### **Please note:**

**You're not covered for death directly or indirectly, caused by any other cause of loss other than as a direct result of post-release stress (exertional rhabdomyolysis).**

## What's covered by the king: E. Mortality: All risk

You're covered for:

- The death of insured animals, due to:
  - Illness and disease.
  - Injury and accident.
  - Fire and lightning.
  - Predation and snake bite.
  - Obstructed or difficult labour (dystocia).
- The loss of insured animals due to theft and poaching.
- The first R5,000 of the vet cost if you call a vet to attend to an insured animal that:
  - Suffers an accident, lameness, or physical disability.
  - Behaves out of character or in a way that could indicate a life-threatening injury or illness, like limping severely or repeatedly walking into an electric fence.
  - You must:
    - Let us know within 24 hours of this happening.
    - Allow for the affected animal/s to be removed for treatment, if we so require.
    - Send us a vet report confirming that the injury ailment is life-threatening.
  - This cover is limited to 1 incident in any 12-month period, and is limited to R5,000 per animal. Your excess will be 20% of the claim amount.

Provided that:

- A completed vet certificate of health, completed by a vet surgeon/wildlife vet, is received and approved by the insurer prior to inception.
- The insured animal is identified by an approved microchip and/or tag number.

**Please note:**

- You're not covered during the first 14 days of this insurance, for death occurring as a result of illness/disease, poaching and predation and theft.
- If the cover period is less than 12 months, you're not covered for predation, theft and poaching.
- You're not covered under this option for capture, darting, loading, transit, post release stress, maladaptation or the moving of an animal from one camp to another.

## **What's covered by the king: F. Mortality: Limited**

You're covered for:

- The death of insured animals, due to:
  - Injury and accident.
  - Fire and lightning.
  - Snake bite.
- The loss of insured animals due to theft and poaching, provided that the cover period is 12 months or more.

**Please note:**

You're not covered for

- Death or loss due to poaching or theft during the first 14 days of this insurance.
- Death due to illness or disease.
- Hyperthermia or hypothermia unless noted on your policy schedule and an additional premium is paid.

## **What's covered by the king: G. Fire and lightning**

You're covered for the death of insured animals due to fire and lightning.

**Please note:**

- You must submit a register that identifies the insured animals to us, for our approval, before inception. Our liability is limited to the animals on this register.
- No vet certificate is required.
- You're not covered if the cause of death is unknown.

## What's covered by the king: H. Auction

You're covered for the loss of insured animals that you buy or sell on public auction, provided you've adhered to the terms and conditions stated in the auction catalogue or the auction quote that we supply. For this purpose, 'purchase' is considered to happen on the fall of the hammer, unless otherwise noted on your policy schedule.

## What's covered by the king: I. Bomas: Game only

You're covered for mortality: All risk while the animals are being kept in a boma.

## What's covered by the king: J. Sheep catastrophic

You're covered for the death of insured animals due to fire, lightning, storm, flood, hail and snow.

Cover is subject to the following:

- If, at the time of any loss, the animals have a collective value that's more than the insured value, then you're considered to be your own insurer for the difference and will bear a rateable share of the loss. Every item of this section is separately subject to this condition.
- The limit per animal is R3,000 unless otherwise noted on your policy schedule.
- All the animals per farm of farming unit must be insured.
- A 10% variance will be allowed for calving and mortality before average will be applied with a limit of R300 per lamb.
- A waiting period of 7 days applies before the cover can start.

### **Please note:**

- **No post-mortem = no claim. We will require a vet report to confirm the cause of death with photos supporting the claim.**
- **Your excess will be:**
  - **Hyperthermia and hypothermia: R30,000 per claim.**
  - **Any other claim: 10% of the claim with a minimum of R3,000.**

## What's NOT covered by the king: All cover options

You're not covered for:

- Insured animals that have broken a horn or tusk. You may submit a claim if such animal dies, provided that you supply us with a post-mortem report.
- The death of, or injury to, an insured animal, which is directly or indirectly caused by, or happens through or because of:
  - The escape or mysterious disappearance of insured animals from the premises stated on your policy schedule.
  - You voluntarily parting with possession or title to the insured animals, as a result of being induced by a fraudulent scheme, trickery or false pretence.
  - Any surgical operation, unless conducted by a vet, and we've given upfront written permission for the procedure.
  - Any medication, unless prescribed by a vet.
  - Intentional poisoning of any kind or accidental gifblaar poisoning.
  - The destruction of animals in compliance with any statute or order of any government department or local authority, in terms of the Animal Diseases Act No. 35 of 1984, as amended by the Animal Disease Amendment Act No. 108 of 1991, or any other applicable legislation of the Republic of South Africa.
  - Ionising, radiation or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel or any nuclear explosion.
  - An earthquake, volcanic eruption or other convulsion of nature.
  - Any legal or illegal occupation, invasion or expropriation of land.
  - Good husbandry practices not being followed.
  - The deliberate or willful act of any person who intends to cause loss or damage, except if the death or injury is a consequence of theft, attempted theft or threat of theft.
  - The animal being unfit or unable to fulfil the functions or duties that's it's being kept for.
  - Epidemics.
  - Negligence, whether wilful or not, on your part or that of any representative of yours.
  - Consequential loss.
  - Legal liability.
- The death of, or injury to, an insured animal, which happens at any premises or location other than the premises stated on your policy schedule.
- The death of an insured animal that's directly or indirectly caused by natural causes, including:
  - Old age.
  - Drought.
  - Starvation.
  - Predation, except if covered under 'Mortality: All risk'.
  - Hyperthermia and hypothermia, except if noted on your policy schedule and an additional premium is paid.

- Loss that's caused directly or indirectly caused by a vet being negligent while treating an insured animal. If we allege that the vet has been negligent, the onus is on you to prove the contrary.
- The death of an insured animal that's directly or indirectly caused by, or that happens through or because of contracting:
  - Foot and mouth.
  - Bovine malignant catarrhal fever (snotsiekte).
  - Heartwater
  - Rabies.
  - Brucellosis.
  - Avian influenza (bird flu).
  - Gas gangrene complex (sponssiekte) and any other disease or illness caused by the clostridium bacteria, including red gut, black quarter and dikkop.
  - Any other contagious disease outbreak not mentioned above.
- The theft of sheep, goats or pigs unless they're pedigree animals.
- For loading, transit or step-off related to animals that are in the last trimester of pregnancy when this cover starts. We'll refund any premium paid for such animals, if their condition becomes known.
- The death of insured animals as a result of a pre-existing disease, illness or injury.

**Please note:**

- **If we say that an insured animal had a pre-existing disease, illness or injury, the onus is on you to prove the contrary.**
- **No post-mortem = no claim.**
- **We'll require a vet report to confirm the cause of death with photos supporting the claim.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

## **What's NOT covered by the king: A. Capture**

You're not covered for the death of an insured animal that's directly or indirectly caused by the:

- Administration of any medication, unless by a vet.
- Negligence of a vet while treating, darting or capturing the animal. If you allege that a vet has been negligent, you bear the onus of proving the contrary.

## What we mean when we say...

<b>Accident</b>	An insured animal: <ul style="list-style-type: none"><li>• Suffering a stabbing injury from another animal while in transit.</li><li>• Being injured or killed while the vehicle it's being transported in is involved in an accident or collision.</li></ul>
<b>Environment</b>	The external surroundings in which an animal lives or is held, which influence its development and behaviour.
<b>Gas Gangrene Complex</b>	Disease or illness caused by the clostridium bacteria including the illness or diseases more commonly known as 'sponssiekte' or 'red gut' or 'blackquarter', 'dikkop' and 'pulpy kidney'.
<b>Habitat</b>	The natural home of an animal.
<b>Mass capture</b>	The act of capturing, or attempting to capture, more than 1 animal at a time, via a net or funnel herding system, as opposed to darting individual animals.
<b>Passive capture</b>	The act of capturing, or attempting to capture, more than 1 animal at a time by erecting an enclosure into which the animals are allowed to move passively before being herded into nets or transport units, as opposed to darting individual animals.
<b>Post-release stress</b>	Exertional rhabdomyolysis which is physiological damage sustained by organs and muscles as a result of stress.
<b>Step-off</b>	The time when and place where an insured animal disembarks for the first time from a vehicle that has transported it from 1 place to another, during an insured event.

## Optional cover

### Cover more. Pay a little more

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

### Calves and lambs

You're covered for a calf or twin calves that are older than 24 hours but younger than 6 months, limited to 20% of the insured value of the cow. In the event of a successful claim for a calf, the sum insured of the insured cow will be reduced by the amount of such compensation.

You're covered for lambs that are older than 24 hours but younger than 3 months, limited to 10% of the sum insured of the ewe.

**Please note:**

- Only applicable in respect of insured cows and eaves.
- The calves and lambs will have the same cover as the insured cows and ewes.

## Embryo/foetus

You're covered for the embryo and foetus if an insured animal becomes pregnant.

## Illnesses and diseases

You're covered for the following illnesses and diseases, provided that they're individually noted on your policy schedule and an additional premium is paid for each:

- Heartwater fever.
- Gas gangrene complex.
- Redwater fever.

## Impotence and infertility: Mortality: All risk

You're covered for permanent infertility or impotence of an insured pedigreed bull or ram, provided that:

- You submit satisfactory evidence and certification to us.
- The impotence or infertility is a direct result of an external accident or illness that happens during the period of cover.

**Please note:**

**In order to be covered you must provide us with a fertility certificate issued by a vet, dated not more than 14 days after the start of this cover.**

## Clauses, conditions and extensions

### Access

You must allow us, and our representatives and consultants, access to your insured animals and premises, subject to us giving you reasonable notice.

### Age of animals

There's no cover for livestock that's younger than 3 months, except for calves and lambs and only if notes on your policy schedule and an additional premium is paid.

There's no cover for game that's younger than 6 months.

**Please note:**

**There's no cover for animals older than 15 years, except for buffalo and rhino, which we'll cover until the age of 25 years.**

## Cancellation refund

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 administrative cost, provided that no valid claim has been submitted for that period.

Period of insurance	% premium refund
Up to 3 months	60%
Up to 6 months	30%
Up to 9 months	15%
Over to 9 months	0%

## Cause of death

If the cause of death of an animal is unknown, your excess will be 50% of the claim amount. You're not covered for unknown cause of death under Fire and lightning.

If the cause of death of an animal is fighting or dystocia, your excess will be 20% of the claim amount.

## Change of details

You must notify us in writing if your details, or those of any animal, as stated on your policy schedule, materially change during the period of cover. You must do so within 30 days of the change happening.

## Claims

When claiming, we'll need these docs:

- A completed claim form.
- The post-mortem report, and blood and brain smear samples.
- Photos/video of the carcass.
- Confirmation of microchip or tag number.
- The original vet certificate.
- The purchase invoice.

**Please note:**

**You're not covered if an animal isn't uniquely identified or isn't noted on the animal register.**

## Contagious disease

If there's an outbreak of a contagious disease on the insured property that's stated on your policy schedule, or on a neighbouring property, you must report it to the relevant authority, and to us, within 24 hours of its discovery.

## Death of insured animals

In the case of the death of an insured animal, whether by poaching, poisoning, illness, accident, euthanasia that we've approved, or other causes, you must:

- Within 24 hours, and at your own expense, arrange for a post-mortem to be conducted, in order to determine the cause of death.
- Send us the post-mortem results within 48 hours of it being conducted.
- Arrange for the carcass of the animal to be kept in cold storage until such time as we agree in writing that it can be disposed of.

If the claim value for an insured animal equals or exceeds R500,000, you must transport the animal to University of Pretoria, Faculty of Veterinary Science, Pathology Department, Onderstepoort, or to any other facility that we request, for the post-mortem.

**Please note:**

- **If the cause of death is disputed, the onus of proof rests with you.**
- **No post-mortem = no claim.**
- **Post-mortems must be conducted in accordance with the procedures detailed in this KPPD.**
- **No carcass = no claim.**
- **We may ask for a second post-mortem, and we may specify the vet who must perform it. We may also transport the carcass to the Onderstepoort Veterinary Faculty, Pathology Section, for further investigation.**
- **Dental attrition is a physiological process and a normal part of aging. It's excluded as a cause of death.**

## Euthanasia

There's no cover for economic euthanasia or intentional slaughter, unless agreed in writing with us and recommended by a vet for humane reasons. If we give consent under such conditions, you must provide us with the post-mortem results.

## **Fire-fighting equipment**

You must implement standard fire-fighting procedures and maintain standard fire-fighting equipment at all times, for the protection of the insured animals.

## **Handling and equipment**

You must practice due diligence in the management of your insured animals. You must also properly maintain all animal handling equipment, so as to minimise, diminish or avoid any loss or injury to the insured animals.

## **Husbandry**

You must keep written records of normal husbandry activities carried out relative to insured animals, including statistics on calving, mortality, vaccination and dipping programmes, and financial accounts.

## **Identification**

Insured animals must be identified by an approved microchip and/or tag number.

## **Male/bull animals**

You may not introduce a single or new male into a small camp where there is already a male.

## **Non-payment**

In the case of non-payment of an initial amount or premium, there's no cover.

## **Ownership**

Apart from where 'H. Auction' cover is selected, you must be the sole owner of each insured animal at the start of this cover. Our cover of specific animals ends immediately if you sell the insured animals or enter into an agreement of sale, whether written or otherwise, or if you transfer any interest in the animals, whether temporarily or permanently.

### **Please note:**

**We may waive your compliance with this condition at our discretion. Such waiver is only valid if in writing.**

## **Proof of ownership**

We may ask for proof of your ownership of an insured animal, at any time.

## Proper care and attention

You must take care of and attend to insured animals, ensuring that, among other things:

- They're free from injury or illness.
- There's no inter- or intra-species conflict.
- Younger animals aren't being bullied.
- They aren't carrying a heavy tick, worm or other parasitic burden.
- They're receiving sufficient nutrition, via natural vegetation and/or feeding.
- There are enough water and feeding points to limit competition between animals.
- The water and feeding points are moved regularly to limit the infestation of ticks, wireworms, worms and other parasites.
- The environment and habitat are suitable and free from potentially harmful articles, like wire, rope, glass and plastic.
- You must also:
  - Monitor your insured animals daily to detect early symptoms or injuries.
  - Immediately instruct a vet to attend to a compromised animal, and immediately take all necessary steps to remedy the animal's medical condition, situation, environment or habitat. You must let us know about such incidents, and detail the remedial steps you've taken, within 48 hours.

### **Please note:**

- **The onus is on you to prove that you've complied fully with these requirements.**
- **If an ecological management survey has been prepared for your farm, habitat, environment or insured animals, we'll send you recommendations for reducing the risk of loss, and you must implement all the recommendations as soon as practically possible. If you submit a claim and our assessor says that you haven't implemented some or all of these recommendations, the onus is on you to prove the contrary.**

## Premium

This policy must have been inceptioned, and all premiums due must have been paid by you before inception. In the case of monthly policies, the outstanding amount will be deducted together with the excess. The premium on an existing policy will never increase.

## Protection

Any protection provided for the safety of insured animals must be maintained in good order and used when appropriate. Such protection may not be withdrawn or varied to the detriment of our interest, without our consent.

## Salvage

The entire carcass of an insured animal becomes our property, to dispose of at our discretion.

## Theft, disappearance, unlawful removal and poaching

We're not liable for the loss of insured animals due to theft, disappearance, unlawful removal or poaching, until 90 days after you've reported the incident to us, provided that such animals haven't been recovered in this time, and subject to you reporting the incident to the police and to us within 24 hours. You must give us all details, including the animal's value and species. The onus for ensuring that we receive such notification rests on you.

Further, you must:

- Take all practical steps to discover the guilty party and to recover the insured animals.
- Be able to prove forced and violent entry (like a broken fence or tyre marks).

## Unique identification

All insured animals must be uniquely identified in order to qualify for cover under 'B. Loading', 'C. Transit', 'D. Step-off including post-release stress', 'E. Mortality: All risk', 'F. Mortality: Limited', 'G. Fire and lightning' cover.

## Vet

This means a vet surgeon or veterinarian, registered with the South African Veterinary Council.

## Vet certificate

You must provide us with a certificate of health to the effect that animals are free from disease, from a vet, for each animal being covered, within 48 hours of the start of this insurance. This certificate must include:

- Date.
- Vet name.
- Vet practice number.
- Vet contact number.

### **Please note:**

**It's not necessary to provide a vet certificate:**

- **When renewing your policy, provided that there's no interruption in cover.**
- **If you only have 'G. Fire and lightning' cover.**

## Vet service and costs

You must immediately and at your own expense employ a vet to attend to insured animals if an animal:

- Suffers an accident, lameness, or physical disability.
- Behaves out of character or in a way that could indicate a life-threatening injury or illness, like limping severely or repeatedly walking into an electric fence.

You must let us know within 24 hours of this happening and must allow for the affected animals to be removed for treatment, if we so require.

### **Please note:**

**If an insured animal dies you must arrange for a post mortem examination to be conducted:**

- **Within 24 hours of the death.**
- **At your own expense.**

## What will we pay

You're covered for the sum/s insured stated on your policy schedule. This is the lowest of the market value of an animal, the replacement value of the animal, or the sum agreed with us when this insurance starts. 'Market value' is the current average price for an animal of the same species and of a similar general physicality to the insured animal, as per published auction prices. 'Replacement value' doesn't include future loss of income.

# Buildings, home contents and portable possessions



## In a nutshell...

This section covers you for damage to the physical structures of your property, including your home and its outbuildings. You're also covered for everything in these buildings... All the things that make your home a home. And then, because we're nice like that, you're also covered for all the things you take off your property regularly, like your cellphone, laptop and expensive jewellery and watches. What's more, you're covered for liability linked to the risks, as well.

## Choice of cover

### Your choice, our pleasure

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

- A. Buildings.
- B. Home contents.
- C. Portable possessions.
- D. Liability to others.

## What's covered by the king

### Buildings, home contents and portable possessions

You're covered for the sudden and unforeseen direct, physical loss of, or damage to, the whole or part of the insured property, by any cause that's not specifically excluded, up to the insured values noted on your policy schedule.

#### **Please note:**

**Portable possessions are covered up to 2% of the home contents insured value or R10,000 whichever is less.**

## Liability to others

You're covered if you, and members of your household who live with you, are legally liable for:

- The accidental death of, or bodily injury to, people other than members of your household or your domestic employees.
- The accidental loss of, or damage to, property that belongs to people other than members of your household or your domestic employees.

This includes legal costs that someone else may recover from you, and which we agree to, in order to settle or defend a claim against you.

## Liability to domestic employees

You're covered for all amounts that you're legally liable for in the case of the death of, or bodily injury to, any of your domestic employees caused by an accident while they're working for you. This includes legal costs that someone else may recover from you, and which we agree to, in order to settle or defend a claim against you.

## What's NOT covered by the king

### Buildings, home contents and portable possessions

You're not covered for:

- Loss or damage caused by, or arising from:
  - Mechanical or electrical faults or breakdown, wear and tear, gradual deterioration, or the use of unsuitable or defective materials or parts.
  - Inherent defect, or defective design or workmanship.
  - Misuse or deliberate acts by you, including demolition, alteration, cleaning, renovation, repair, restoration, re-framing, maintenance, redecoration, refurbishment, or a similar process.
  - Rust, oxidation, corrosion, moth, vermin or insects, normal settlement, warping or shrinkage, rot, fungus, mould rising damp or infestation.
  - Weeds or roots.
  - Dryness, humidity or exposure to light or extreme temperature (unless the loss is caused by fire).
  - Anything that happens gradually, including smoke and rising damp.
  - Chewing, scratching, tearing, denting, vomiting or fouling by your pets.
  - Coastal or river erosion.
  - Subsidence, landslip or ground heave unless stated otherwise on your policy schedule.
  - Any building works.
  - Theft, attempted theft, vandalism or malicious acts unless all the security requirements stated on your policy schedule are fully complied with.

- Theft or misappropriation by a tenant or subtenant, or by the family or servants of such tenant or subtenant.
- Storm, wind, water, hail and snow during renovation, addition or extension to the insured property, to the extent that such loss or damage is attributable or made more severe by the renovation, addition or extension.
- Non-compliance with the National Building Regulations and Building Standards Act No. 103 of 1977 (or any replacement statute, or provincial or local legislation or regulation applicable to the building standards or building maintenance).
- Volume changes in any clay-based soil or in rock, caused by changes in its moisture or water content.
- Scratching, chipping, cracking, disfiguration, discolouration, denting, biting, tearing or dirtying.
- Construction, alteration or repairs, or defective workmanship or materials.
- Damage to retaining walls, unless they're designed and built according to structural engineering specifications.
- Additional underpinning of foundations that's necessary to prevent further damage.
- Scorching.
- Leaking, bursting, overflowing or any other damage to sewerage/waste pipes, or any damage as a result thereof.
- Loss or damage related to a grass, straw or thatch roof of the buildings unless otherwise agreed to and noted on your policy schedule.
- Rise of the underground water table, or pressure caused by it.
- Defects in the design or construction of the building, or if the structure wouldn't have been approved by the relevant local authority at the time of construction.
- A lack of maintenance.
- The loss of:
  - Jewellery and watches from an unoccupied vehicle.
  - Insured property from an unoccupied vehicle unless such items are concealed and there's forced and violent entry to the locked vehicle.
- The theft of items from an unattended tent, trailer or caravan unless there's forced and violent entry.
- The loss of, or damage to:
  - Money.
  - Any motorised wheelchair, golf trolley, golf cart, motorised scooter, or sit-in toy or miniature vehicle being used in circumstances where any road traffic legislation applies.
  - Any quad bike.
  - Firearms or guns unless stored in a gun safe when not being carried on a person.
  - Any watch or article of jewellery valued at more than R15,000 unless a professional valuation dated before the loss or damage is submitted.

- Loss or damage caused by bursting of incorrect or overcharged ammunition in firearms or guns.
- The failure of items still within their manufacturer's warranty period, or that you'd be compensated for under any other contract, legislation, guarantee or insurance.
- The loss of, or damage to, stamps, coins or collectables caused by:
  - Fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or temperature extremes.
  - Handling or being worked on.
  - The process of repair, restoration or retouching.
  - Use other than use as a collectable.
  - The disappearance of an individual stamp, coin or another collectable item that's insured as part of a collection unless it's mounted in a volume and the page is also lost.
- Loss or damage to property that's more specifically insured elsewhere.
- Any consequential or indirect loss or damage of any kind or description whatsoever, except the loss of rent.
- Alterations and additions:
  - If acts of nature (wind, thunder, lightning, storm, hail, flood or snow) cause, or contribute to, the damage of unroofed or partially roofed structures.
  - For glass and sanitary ware that's broken accidentally.
  - For personal liability.
  - For stolen building materials, fixtures, fittings and improvements.
- Any damage that existed before the insured incident, or before your insurance cover started with us.
- Loss or damage caused by theft and other intentional acts:
  - Caused by you, any members of your household, your tenant or your domestic employees which happen with your or their knowledge or consent.
  - From outbuildings, whether they're separate from the home, unless there are visible signs of forced entry into the outbuildings.
  - While the building is let or sublet in whole or in part (provided that the accommodation of up to 5 paying guests, boarders or lodgers won't be deemed to be lending, letting or sub-letting of the building), unless there are visible signs of forced entry.
  - If people are living in the building but it's been unoccupied for more than 45 days in a row, except if previously agreed with us.
- Theft, attempted theft and other intentional acts, fire and explosion, or accidental damage at vacant, abandoned or illegally occupied properties.

You're not covered under home contents for:

- Any part of the buildings.
- Vehicles, motorbikes and watercraft, except toys and models.
- Aircraft, including remote-controlled power-driven toy and model aircraft.
- Dams and dam walls, piers, jetties, bridges, culverts, loose gravel paths and coverings, pool cleaning equipment, and windmills and their equipment.

**Please note:**

- **If any insured building is unoccupied for more than 60 consecutive days, theft cover is suspended unless you obtained our prior written permission. During any period of unoccupancy, you're liable for an additional excess of 20% of the total claim.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

## **Liability to others**

You're not covered for liability arising from:

- Any trade, business or profession.
- The ownership of any land or building, other than the land or building covered by this policy.
- The ownership, possession or use of lifts.
- The ownership or possession of animals, other than domestic cats and dogs.
- The ownership, possession or use of cars, aircraft and watercraft.
- The use of weapons and firearms.
- Damages and legal costs awarded against you by a court outside of South Africa.
- Any incident that causes damage to other people's property, or injury to them, and where a claim for damage to the building itself wouldn't have been covered.

So, you may not claim for damage to your building that results from the collapse of a poorly built wall. So, if this incident, which you can't claim for, causes injury to a visitor, your liability to this person will also not be covered.

You're not covered for liability that's already covered by laws and/or other insurance contracts such as:

- Any compulsory car insurance act.
- Any occupational health and safety legislation.
- Any compensation for occupational injury and diseases legislation.
- Any other insurance contract.

**Please note:**

**These exclusions apply to your liability to other people, whether you claim for the loss of, or damage to, the insured buildings, home contents or portable possessions or not.**

## What we mean when we say...

<b>Buildings</b>	<p>The physical and permanent structures of the property (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise noted on your policy schedule) such as your home and its outbuildings, whether they're separate from the property or not, at the address that's noted on your policy schedule, including:</p> <ul style="list-style-type: none"><li>• Private dwellings, garages, guest cottages, domestic employees' quarters, studios, stables, change rooms, garden sheds, greenhouses and tenant's improvements.</li><li>• Permanent fixtures and fittings.</li><li>• Domestic fixed fuel tanks.</li><li>• Fitted furniture, appliances and climate control systems.</li><li>• Permanently-fitted swimming pools, swimming pool machinery, hot tubs, spas and saunas.</li><li>• Ornamental ponds and fountains.</li><li>• Underground service pipes, cables, sewers, drains, tanks, inspection hatches and covers, domestic boreholes, pumps and fixed generators.</li><li>• Electricity and telephone cables or public supply connections.</li><li>• Walls, retaining walls, fences, gates, motors, driveways, footpaths, steps, terraces, patios, all-weather tennis courts and floodlights.</li><li>• External fixed radio, TV and telecommunications antennae, satellite dishes, and their fittings and masts.</li><li>• Fitted irrigation systems and fixed filtration plants.</li></ul>
<b>Home contents</b>	<p>The contents of the buildings that are owned by, or leased to, you, are held by you in trust, or are on commission, and that you're legally responsible for or have agreed to insure, including but not limited to:</p> <ul style="list-style-type: none"><li>• Household goods and equipment.</li><li>• Personal effects and clothing.</li><li>• Furnishings.</li><li>• Business contents.</li><li>• Refrigerated, frozen and other food and drink.</li><li>• Outdoor and garden items.</li><li>• Remote-controlled power-driven toys and models.</li><li>• Money.</li></ul>

<b>Portable possessions</b>	<p>Property that's normally worn or is designed to be carried on or by a person solely for private purposes, which is owned by you or that you're legally responsible for, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Clothing.</li> <li>• Jewellery and watches.</li> <li>• Sunglasses and spectacles.</li> <li>• Digital and video cameras.</li> <li>• Handbags and luggage.</li> <li>• Musical instruments.</li> <li>• MP3/4 players and iPods.</li> <li>• Sporting equipment (not for professional purposes).</li> <li>• Hearing aids.</li> </ul>
-----------------------------	---

## Specific conditions

### Average

If, at the time of any loss, the insured property has a collective value that's more than the insured value, then you're considered to be your own insurer for the difference and will bear a rateable share of the loss. Every item of this section is separately subject to this condition.

## Automatic extensions included

### Alternative accommodation and loss of rent

You're covered if insured loss or damage means that you're unable to live at the insured premises, as follows, provided that:

- The maximum period we'll cover is 12 months and the amount is limited to 25% of the insured value that's stated on your policy schedule.
- If more than 1 property is stated on your policy schedule, this limit will apply separately to each property being claimed for.
- The cover:
  - Includes reasonable accommodation for your domestic pets.
  - Includes loss of actual rental that you would've earned but for the loss.
  - Excludes costs recoverable by you under any other insurance.

#### Please note:

**If loss of rent is covered under both 'Buildings' and 'Home contents' for the same incident, you're only covered under 1 of these sections.**

## Architects and professional fees

Following loss or damage to the buildings by an incident not excluded in the specific exclusions, we'll compensate you for the following necessary additional costs:

- Fees to architects, surveyors, consulting engineers.
- Legal fees.
- Demolition and debris removal fees.
- Clearing the site and making the site and home safe.
- Fees to comply with government or local authority requirements.

### **Please note:**

**These costs and fees are limited to 10% of the insured value of the buildings.**

## Bank cards, money and Kruger Rands

You're covered for the loss of, or damage to, money and Kruger Rands, or loss resulting from the theft of your bank cards, provided that:

- The loss, damage or theft must be from a locked safe at your private residence.
- Any loss or damage arising out of theft or attempted theft must be accompanied by forced and violent entry.
- Our liability is subject to the limit noted on your policy schedule, per year.
- You must have complied with all the terms under which your bank cards were issued.
- Indemnity under any other insurance is excluded.

## Bereavement expenses

In the event of an accident that results in your death, we'll pay to your estate as a contribution towards bereavement expenses up to R10,000.

## Bank vault extension

If your policy schedule states that jewellery or watches must be kept in a bank vault, you're only covered for these items while they're in a safe deposit at a registered bank. However, we'll pay up to 25% of such item's insured value if it's lost or damaged while temporarily removed (maximum of 21 days) from the bank vault in order to be worn.

## Business contents

You're covered for the loss of, or damage to, your business contents that are kept at the insured address, subject to the limit noted on your policy schedule, provided that:

- Any loss or damage arising out of theft or attempted theft must be accompanied by forced and violent entry.
- Indemnity under any other insurance is excluded.

## Capital additions

You're covered for alterations, additions and improvements to the insured premises (but not normal inflationary increases), provided that:

- Our liability is limited to 20% of the insured value.
- You let us know within 60 days of the start of construction.
- You pay us any additional premium due.

## Carpets, curtains and appliances

If your home is rented out furnished, you're covered for your carpets, curtains and domestic appliances against accidental loss or damage, provided that:

- Our liability is subject to the limit noted on your policy schedule.
- You haven't insured the items more specifically elsewhere.

## Clearance cost

You're covered for the reasonable costs incurred for the removal of debris from the insured address after insured loss or damage, our liability is limited to 10% of the insured value.

## Data and documents

You're covered for reasonable costs incurred by you, subject to the limit noted on your policy schedule to:

- Reconstitute your private data on your private computer, which you're unable to recover after being lost or damaged as a direct result of an insured incident.
- Replace lost or damaged deeds, bonds, securities and private legal documents, provided that we're only liable for the value of materials and the cost of labour, and not for the value to you of the content of such documents.

## Environmental benefits

If your building is totally destroyed by an insured incident and we've agreed to reinstate it we'll pay, subject to the limit noted on your policy schedule to install any combination of the following:

- A rainwater tank.
- Solar power systems, including solar hot water or photo-voltaic (PV) power systems.
- A hot water heat exchange system.
- A grey water recycling system.

## Fatal injury

You're covered, subject to the limit noted on your policy schedule, if you die within 90 days of being injured by fire, theft, attempted theft, hijacking or burglary in your private residence or outbuildings, or on your premises.

## Fire extinguishing charges

Reasonable costs relating to extinguishing of fire or fire-fighting are covered, provided that you're legally liable for these costs and that the insured property was in danger from the fire.

## Fridge and freezer contents

You're covered, subject to the limit noted on your policy schedule, for the cost incurred to replace food and drink in your domestic fridge or freezer that's spoiled, provided that it's due to accidental:

- Breakdown or failure of the fridge or freezer.
- Failure of the public power supply to the buildings.

### **Please note:**

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

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

## Garden furniture and outdoor items

You're covered for the loss of, or damage to, your outdoor and garden items while they're in the garden at the insured premises, subject to the limit noted on your policy schedule or R15,000, whichever is less.

## Garden restoration

You're covered for the replacement of trees, shrubs and plants at the insured premises after damage by fire, lightning, collision or impact, theft or vandalism, subject to the limit noted on your policy schedule.

## Geyser

You're covered for the reasonable replacement or repair costs following the loss of, or damage to, any geyser, subject to the limit noted on your policy schedule. We'll waive the excess amount if, from the outset, you use a King Price authorised supplier.

## Gifts

You're covered, subject to the limit noted on your policy schedule, for reasonable costs incurred to replace or repair lost or damaged gifts stored at the insured premises, for 30 days before or after an anniversary, engagement, wedding, birthday or religious celebration.

## **Hole-in-1 or bowling full-house**

We'll pay you R2,500 if you sink a hole-in-1 or score a full-house, provided that:

- The achievement is scored on a recognised golf-course or green.
- The round or match is played according to the officially recognised rules.
- The club sends us written confirmation.

## **Identity theft**

You're covered for legal costs and expenses incurred by you in connection with the unauthorised or illegal use of your personal information, ID document, passport or driver's licence by a third party that leads to real or potential prejudice and results in legal liability or financial loss, provided that:

- Our liability is subject to the limit noted on your policy schedule per calendar year.
- You must notify your bank or financial institution within 24 hours of discovering the theft, and must send us a copy of this notification.
- We must be informed of, and agree to, any legal costs and expenses we might be liable to pay under this section, at the start of this insurance.

You're not covered for identity theft caused by:

- Your own negligence.
- Family members or people who live at the insured premises.
- Or in connection with, your profession or business.

## **Inflation**

The insured value for your building/s at the insured premises will be increased automatically every month in line with the Building Price Index to counter the effect of inflation. No additional premium will be charged during the period of insurance, but your premium will be recalculated on the adjusted insured value on the anniversary date. It's your responsibility to ensure that the sum insured represents the full replacement value of your buildings, at all times.

## **Laundry**

You're covered for the loss of, or damage to, your clothing on a washing line at the insured premises, from sunrise to sunset, subject to the limit noted on your policy schedule.

## **Leakage**

You're covered, subject to the limit noted on your policy schedule or R15,000, whichever is less, for the reasonable costs:

- To find and access the point of a water, gas or oil leak from your permanent internal pipes, which is likely to cause damage to the insured buildings or home contents.

- Incurred in connection with a water leak from the underground service pipes that you're legally liable for outside the insured premises.
- To repair any resulting damage to your insured buildings, provided that the first such leakage happened after the start of this insurance.

## **Locks, keys and remote controls**

You're covered for costs reasonably and necessarily incurred as a direct result of any keys and locks for the insured buildings being lost or damaged.

## **Loss of water by leakage**

You're covered for the cost of water lost through leakage from pipes on the insured premises, if you're responsible for paying for such water, provided that:

- If the quarterly water consumption reading is higher than the average of the last previous 4 quarterly readings by 50% or more, our liability is limited to R25,000. If this reading is less than 50%, we're not liable.
- You're covered for up to R25,000 for each of 2 separate incidents in any 12-month period of insurance.
- You must, on discovering a leak (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair the affected pipe/s.
- You're not covered for the cost of remedial action, including repairs to the affected pipe/s.
- We're not liable for claims:
  - Resulting from leaking taps, geysers, toilet systems and swimming pools.
  - If the insured premises has been unoccupied for more than 30 days.
  - If the water level of a swimming pool must be topped up as a result of a leaking inlet or outlet pipe.

## **Marquee hire**

You're covered for the loss of, or damage to, a marquee that you hire temporarily, and its associated lighting, heating and furnishings, provided that:

- This isn't covered more specifically elsewhere.
- The loss or damage happens at the insured premises.
- Our liability is subject to the limit noted on your policy schedule.

## **Mechanical and electrical breakdown**

You're covered for sudden and unexpected damage to fixed domestic-use machinery installed at your insured premises, subject to the limit noted on your policy schedule, provided that we're not liable for:

- Depreciation.
- Gradual causes such as wear and tear, rust, mildew, corrosion, decay and gradual deterioration.

- The use of unsuitable or defective materials or parts.
- Loss or damage caused by lack of maintenance.
- Loss or damage to windmills.
- Loss or damage caused by household pests like rodents, ants and moths.

**Please note:**

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

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

## **Medical expenses for guests and domestic employees**

You're covered for the medical expenses of a guest, visitor or domestic employee that are the result of an accidental bodily injury, subject to the limit noted on your policy schedule, provided that:

- You employ the domestic employee at your insured premises.
- You incurred and paid the medical expenses.
- The injury was caused during the course of the domestic employee's duty, or by a defect in the building at the insured premises.
- This isn't insured more specifically elsewhere.

## **New fixtures**

You're covered for the replacement or repair costs for the loss of, or damage to, new fixtures and fittings, fitted furniture and fitted appliances installed at your insured premises, subject to the limit noted on your policy schedule, provided that:

- You let us know about the new fixtures and fittings within 21 days of buying them.
- You pay us any additional premium due.

## **New possessions**

We'll allow an increase in the insured values for newly-purchased property, provided that:

- Our liability is subject to the limit noted on your policy schedule.
- You let us know within 21 days of the purchase.
- You pay us any additional premium due.

## Property belonging to students, scholars and parents

You're covered for the loss of, or damage to, insured property while it's at a boarding school, college, university or other student accommodation, or a nursing home, including transit there and back, subject to the limit noted on your policy schedule, provided that:

- Loss or damage arising out of theft or attempted theft must be accompanied by forced and violent entry.
- The items aren't insured more specifically elsewhere.

### **Please note:**

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

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

## Property of guests and domestic employees

You're covered for the loss of, or damage to, the property of guests who're temporarily living with you and that of domestic employees who live permanently at the insured premises, provided that:

- Our liability is subject to the limit noted on your policy schedule.
- The items aren't insured more specifically elsewhere.
- The loss or damage occurs at the insured premises.
- Jewellery, watches, money and bank cards are excluded.
- Loss or damage arising out of theft or attempted theft must be accompanied by forced and violent entry.

## Public authorities' requirements

You're covered for such additional cost of repairing or rebuilding damaged buildings as is necessary to comply with building or other regulations of any Act of Parliament or ordinance of any provincial, municipal or other local authority, provided that:

- The following are excluded:
  - Costs relating to compliance with any of the aforesaid regulations.
  - Costs relating to damage that happened before this period of insurance.
  - Costs relating to damage not covered by this section.
  - Circumstances under which notice had been served on you before the damage happened.
  - Costs relating to undamaged property, or undamaged portions of property, other than the foundations of the damaged portion (unless foundations are specifically excluded).

You're covered for wholly or partially repairing or rebuilding property on another site, if required by the aforesaid regulations, provided that our liability won't increase. Such repair or rebuild must be started and carried out with reasonable dispatch, and must be finished within 12 months of the damage happening or within such further time as we may (during the said 12 months) confirm in writing.

**Please note:**

- **If our liability under any item in this section, except for this clause, is reduced by the application of any of the exclusions, or terms and conditions, of this section, then our liability under this clause in respect of any such item will reduce proportionately.**
- **Our liability is limited to the insured value noted on your policy schedule.**

You're not covered for:

- The cost of restoring damaged property to its as-new condition if the need to comply with any of the aforesaid regulations hadn't arisen.
- Any rate, tax, duty, development or other charge or assessment arising from capital appreciation that may be payable in respect of the property, or by you, in order to comply with any of the aforesaid regulations.

## **Public supply and mains connections**

You're covered, subject to the limit noted on your policy schedule, for costs reasonably and necessarily incurred as a result of the accidental loss of, or damage to, water, sewerage, gas, electricity or telephone connections between your buildings and the public supply, and that belong to you or that you're are legally responsible for.

## **Reinstatement of specified items**

In the event of a successful claim for lost or damaged property, the basis of indemnity is the cost to replace the lost or damaged property, or part thereof, with similar new property, subject to the limit noted on your policy schedule.

## **Removal of fallen trees: No damage to the insured buildings**

You're covered for costs necessarily incurred by you, with our written consent, to remove fallen trees at your insured premises, subject to the limit noted on your policy schedule, per year. Provided that the cause of the tree falling is fire, lightning, explosion, storm, wind, water, hail or snow.

**Please note:**

**If fallen trees damage insured buildings, their removal is covered under 'Clearance cost'.**

## Security guards

If an insured incident at your insured premises, which you've successfully claimed for, leaves you vulnerable to further loss or damage, you're covered for the reasonable costs of temporary measures to safeguard your property and prevent further loss or damage or loss (like hiring a security guard), provided that our liability is limited to R10,000 per incident.

## Special alterations following personal injury

You're covered for alterations to the insured premises that are necessary to facilitate access to the residence following your accidental permanent disability, or that of your spouse or family members, which happens during the period of insurance, provided that our liability is limited to R100,000 per incident.

## Storage and removal

You're covered for the loss of, or damage to, insured property while it's in storage, in transit to or from a storage depot, and in transit during a permanent change of address, provided that:

- The storage or transit is in South Africa.
- The packing, removal and storage is conducted by recognised professional removal and storage contractors.
- You've taken reasonable steps to safeguard items in line with their value.
- The items aren't insured more specifically elsewhere.
- The maximum period is 21 days.

## Swimming pool and borehole machinery

You're covered for the loss of, or damage to, the plant and machinery of saunas, spas, swimming pools and domestic boreholes at the insured premises, that's the result of accidental external causes or electrical or mechanical derangement or breakdown, limited to R10,000 per incident.

You're not covered for:

- Loss or damage caused by wear and tear, or gradual deterioration.
- Rust.
- Automatic swimming pool cleaning equipment.
- Windmills.

## Subsidence and landslip: Limited cover

You're covered for loss or damage that's caused to your property by subsidence and landslip.

You're not covered for:

- The destruction of or damage to solid slab floors or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time.
- The loss or destruction of or damage to swimming pools, tennis courts, driveways, paths, patios and terraces, unless specifically noted on your policy schedule and the insured building is damaged at the same time.
- Damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
- Work that's necessary to prevent further loss, destruction or damage.
- Damage caused by or attributable to:
  - The faulty design or construction of any building situated at the insured premises.
  - The removal or weakening of support to any building situated at the insured premises.
  - Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - Excavation on or under land other than excavation in the course of mining operations.
  - The compaction of infill.
  - Normal settlement, shrinkage or expansion of the building.
- Consequential loss of any kind whatsoever, except loss of rent when specifically insured under this section.

### **Please note:**

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

## Temporary removal of fixtures

You're covered for the loss of, or damage to, permanent fixtures while they're temporarily removed from the insured premises for repair or restoration, provided that they're not removed for longer than 60 days.

Our liability is subject to the limit noted on your policy schedule, or the amount that would've been payable if the damage occurred on the portion of the premises that such fixtures were temporarily removed from, whichever is less.

## Trauma counselling

You're covered for the cost of trauma treatment provided by a registered professional counsellor, for you, your family and domestic employees, for trauma following a theft, burglary, hi-jack or fire on your insured premises, subject to the limit noted on your policy schedule, provided that:

- Such domestic employees are employed at the insured premises.
- You've incurred and paid such costs.
- These costs aren't covered by any other insurance.

## Tracing leaks

You're covered for reasonable costs incurred to trace the source of a water, gas, or oil leak from a fixed domestic water or heating appliance, as well as for any resulting damage and necessary repairs to floors, walls and ceilings, limited to R100,000, and provided that the first such leakage happened during the period of insurance.

## Vet expenses

You're covered for vet expenses related to the treatment of any cat or dog that you own, if it's injured in a road accident, subject to the limit noted on your policy schedule.

## Optional cover

### Cover more. Pay a little more

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

### Average protector benefit

In the event of the loss of, or damage to, your home contents we'll waive the application of average, provided that:

- You've diligently filled in our 'Home contents inventory' form, returned it to us, and adjusted the sum insured of your home contents accordingly.
- The amount that you're underinsured by is less than 25% of this insured value.
- Our liability is subject to the limit noted on your policy schedule.

### Business contents: Extended cover

You're covered, up to the insured value noted on your policy schedule (if included) for the loss of, or damage to, your:

- Trading stock and samples.
- Business equipment.
- Data.

## Mechanical breakdown: Electric stoves only

You're covered for the accidental mechanical or electrical breakdown of any electric stove in your insured buildings, subject to the limit noted on your policy schedule, provided that we're not liable for damage from:

- Wear and tear, depreciation, mildew, rust, moth, vermin, insects or larvae, any process of cleaning, dyeing, repairing or restoring, or gradual deterioration, including the action of light, atmospheric or climatic conditions.
- Scratching, abrading, denting or chipping.
- Faulty or defective design materials or workmanship.
- Inherent vice or latent defect.
- Lack of maintenance.
- Any disregard of the manufacturer's instructions.

### Please note:

- **You're also not covered for damage that manufacturer's guarantee or warranty covers.**
- **You're not covered for loss or damage that's directly or indirectly caused by:**
  - **Grid interruption.**
  - **The restoration of supply of electricity by the utility supplier following grid interruption.**

## Riot and strike

This covers you for the loss of, or damage to, your insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully-established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'Riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For damage or loss caused by stoppage, slowing down, or the interruption, of work or any process.
- For loss due to:
  - The detention or confiscation of money by any lawfully-constituted authority.
  - War, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
  - A military uprising or usurped power, martial law, 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) calculated to overthrow or influence any state, government, 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, to 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 (whether acting alone or on behalf of another), with the intention to influence any government or to inspire 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.

**Please note:**

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

### **Special replacement of geysers**

You're covered if, following the total loss of a conventional geyser by an insured peril, you want to replace it with a heat pump, or a solar or gas geyser, subject to the limit noted on your policy schedule. If the cost of replacing the geyser is more than the insured value, then you're considered to be self-insured for the difference and will bear a rateable share of the loss.

### **Subsidence and landslip: Extended cover**

You're covered for loss or damage that's caused by subsidence and landslip, subject to the building foundation and construction being designed and approved by a licensed structural engineer and approved by us.

You're not covered for:

- Damage to septic or conservancy tanks, drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Work that's necessary to prevent further loss, destruction or damage.
- Damage caused by or attributable to:
  - The faulty design or construction of any building at the insured premises.
  - The removal or weakening of support to any building situated at the insured premises.
  - Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - Excavation on or under land, other than excavation in the course of mining operations.

- The compaction of infill.
- Normal settlement, shrinkage or expansion of the building or the land supporting the building.
- Consequential loss of any kind whatsoever, except loss of rent when specifically insured under this section.

**Please note:**

- **If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**
- **If this cover is taken, it'll replace 'Subsidence and landslip: Limited cover'.**

## Conditions, clauses and extensions

### Buying a new house

If, before transfer, you occupy an insured property that you've bought, you're covered for damage to the buildings between signing the deed of sale until the property is transferred into your name by the Deeds Office, provided that:

- You're not covered for alternative accommodation or loss of rent.
- You haven't insured the building more specifically elsewhere.

### Mortgagee clause

The interests of the mortgagee have priority over your interests but are limited to the outstanding amount of your bond. These interests won't be invalidated by any act or omission of the mortgagor or owner of the insured buildings, provided that such act or omission takes place without the knowledge of the mortgagee.

### Sets and pairs

If any part of a pair, set or collection is lost or damaged, we won't pay any more than the value of the item that's lost or damaged.

So, if you claim for a stolen item that forms part of a set or pair, we'll either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

## **Tenants clause**

If, without your knowledge, a tenant of the insured buildings does something, or omits to do something, which contradicts the exclusions, and terms and conditions, of this policy, your cover won't be invalidated. You must let us know about such act or omission as soon as you become aware of it.

## **Theft from unoccupied buildings**

Theft is only covered if there are people living in the building, but not when the building is unoccupied for more than 45 days in a row. There must be visible signs of forced entry into, or exit from, the building. There's also no cover for the theft of fixtures and fittings during alterations and additions at the property, unless the building is occupied.

# Watercraft



## In a nutshell...

Launch your boat, add some sunscreen, and you're all set, right? Um, no. A lot of things can go wrong when you're out on the water, and also when you're still on your way to the water. That's why the king offers comprehensive cover for your watercraft and liability cover in case things go very wrong. (You still need sunscreen though.)

## Choice of cover

### Your choice, our pleasure

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

- A. Watercraft.
- B. Safety equipment, accessories and other contents.
- C. Trailer.
- D. Liability to others.
- E. Medical expenses.

## What's covered by the king: A. Watercraft, B. Safety equipment, accessories and other contents and C. Trailer

You're covered for the loss of, or damage to, your watercraft that's caused:

- Accidentally.
- Intentionally, by someone who isn't you, a member of your household, or the regular skipper, as long as this happens without your knowledge or consent.
- Due to theft, hi-jack and piracy, including attempted theft, hi-jack and piracy.
- By fire, explosion, earthquake, storm, flood, freezing or snow.
- By animals, excluding domestic animals and pets.
- By hail damage.

### Please note:

**The maximum amount you may claim per accident subject to the insured value noted on your policy schedule.**

## What's covered by the king: D. Liability to others

You, and any other legally licensed person who's piloting the insured watercraft with your permission, are covered for legal liability following an accident involving the insured watercraft, which causes damage to other people or their property, while the insured watercraft is on the water. This includes legal costs that someone else may recover from you, and which we agree to, in order to settle or defend a claim against you.

### **Please note:**

- **The maximum amount you may claim per incident is subject to the insured value noted in your policy schedule.**
- **It's a condition of cover that your watercraft has the necessary safety and fire extinguishing equipment on board.**

## What's covered by the king: E. Emergency medical expenses

By 'emergency medical expenses' we mean the costs incurred to free injured occupants from an insured watercraft and transport them to a place where medical treatment can be given. You're however not covered for any treatment.

We'll pay costs incurred, up to R2,000 per injured occupant and a maximum amount of R25,000 in total for all the occupants who're injured as a result of an incident or series of incidents caused by 1 single event.

### **Please note:**

- **The amount we pay will be reduced by any amount recoverable under any workmen's compensation laws or similar legislation.**
- **You're only covered under 'E. Emergency medical expenses' if the item involved in the incident is covered for loss or damage to the item itself under this policy, and the claim for that loss or damage is valid.**

## What's NOT covered by the king

### Certain usage

Watercraft that are used for any of the following aren't covered by the king:

- Emergency services.
- Law enforcement.
- Any racing activities.
- Piracy.
- Towing of other watercraft.
- Taxi purposes or transporting of fare-paying passengers.
- Earning of any kind of income.
- Houseboat or permanent home.

You're not covered for:

- Scratching, bruising or denting that's caused by transit, loading or offloading.
- Depreciation in value, whether arising from repairs or otherwise.
- Loss or damage caused:
  - By power jumping and extreme beach landings.
  - By using the incorrect trailer. It's a condition of cover that the specific trailer designed for the specific insured watercraft is used at all times.
  - By putting the wrong fuel into your watercraft.
  - Intentionally by you, by members of your household, or by the regular skipper.
- Loss or damage:
  - That happens with your knowledge or consent.
  - If the car that tows the watercraft, or the watercraft itself, is involved in an accident and the person who's driving the car or piloting the watercraft leaves the scene of the accident unlawfully.
- Liability that's already covered by legislation or other insurance contracts such as:
  - Any compulsory marine insurance act.
  - SAMSA regulations.
  - Occupational Health and Safety Act No. 85 of 1993.
  - Compensation for Occupational Injury and Diseases Act No. 130 of 1993.
  - Any other insurance contract.
- Loss or damage:
  - When piloting a watercraft without a valid skipper's licence as required by law.
  - If the person piloting the watercraft is younger than 16 years of age.
- Loss or damage when driving a car that tows the watercraft:
  - With an endorsed licence for drunken or reckless and negligent driving.
  - Without a valid driver's licence.

- With a foreign licence, unless the driver has a valid international driving permit or a valid driver's licence that was issued in the driver's country. This licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent car in South Africa. Any person living in South Africa permanently must get a South Africa licence within 5 years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South Africa driver's licence.
- Liability that arises from the loss of, or damage to:
  - Property that's owned by you or is in your control.
  - Property that's owned by, or is in the control of, any member of your household or any of your employees.
  - Any watercraft being piloted by you, any of your employees, or members of your household, that you or they don't own or haven't hired.
- Mechanical failure of engines.
- Liability for death, bodily injury or emotional shock outside of the borders of South Africa.
- Any incident that causes damage to other people's property or injury to them if your claim for the loss of, or damage to, the watercraft itself isn't valid.
- Theft or attempted theft of fixtures, fittings, equipment or engine/s:
  - That aren't securely bolted to the watercraft.
  - Out of domestic outbuildings that don't interlead with a private residence.
- Loss or damage that's caused when driving or piloting under the influence, including if the person who's driving the car that tows the watercraft or is piloting the watercraft:
  - Is under the influence of alcohol or drugs.
  - Has a blood alcohol concentration exceeding the legal limit, or fails a breathalyser test.
  - Is under the influence of medication used contrary to a medical practitioner or the manufacturer's instructions.
  - Refuses to give either a breath or blood sample.
- Loss or damage when any members of your household use your watercraft without your consent or knowledge, and the loss or damage wouldn't have been covered if you'd given consent to use it.

## What we mean when we say...

<b>Watercraft</b>	<p>Any South African-registered boat used on water for social, domestic or pleasure purposes, and for the purpose that it's designed for, such as a motor, ski or rowing boat, yacht, rubber duck, or jet ski, including its hull, engines and machinery.</p> <p>The watercraft that you have insured with us, as noted on your policy schedule.</p>
-------------------	--

## Optional cover

### Cover more. Pay a little more

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

### Credit shortfall

If any total loss settlement is less than the amount owing to a watercraft's financier under a current instalment sale or lease agreement, we'll pay the financier an amount equal to the shortfall, less:

- Any arrears instalments or rentals, including interest payable on such arrears.
- All refunds of premium for cancellation of any insurance cover relating to the vehicle (Watercraft and trailer only).
- The increased instalment or rentals that would've been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- Your excess amount.

Provided that:

- The maximum amount we'll pay for the watercraft and trailer is stated on your policy schedule.
- This won't apply to an agreement in which the amount of any single instalment, other than the final residual amount after the initial payment, differs by more than 10% from any other instalment.
- The shortfall isn't the result of a re-advance.

### Riot and strike

You're covered for loss of, or damage to, the insured property, that happens outside South Africa or Namibia due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any happening referred to above.

You're not covered for loss or damage due to or relating to:

- Consequential loss of any nature.
- Detention or confiscation by any lawfully constituted authority.
- Stoppage, slowing down or the interruption of work or any process.
- War, invasion, act of a foreign enemy, hostility or warlike operation (whether war be declared or not) or civil war.
- Mutiny, military rising, military or usurped power, martial law or state of siege, 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 people) or attempt, that's calculated or directed to overthrow or influence any state, government, or provincial, local, or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act and attempted act that's calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.

**Please note:**

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

## **Clauses, conditions and extensions**

### **Countries where you're covered**

Your watercraft is covered in South Africa, Namibia, Botswana, Lesotho, Mozambique, Eswatini (Swaziland), Malawi and Zimbabwe.

The watercraft is covered when it's:

- Ashore in South Africa, Namibia, Botswana, Lesotho, Malawi, Mozambique, Eswatini (Swaziland) and Zimbabwe.
- Afloat on inland waters or coastal water within 20km of the coast of South Africa, Namibia and Mozambique.
- Being transported by land or sea.

**Please note:**

**Cover outside South Africa is limited to own damage only.**

### **Fire extinguishing charges**

You're covered for costs relating to the extinguishing or fighting of fire that endangers an insured vehicle. Such costs will be deemed to be damage to the vehicle and will be payable in addition to any other payment for which we may be liable in terms of this section, provided that you're legally liable for such costs, and limited to the amount noted on your policy schedule.

## Keeping your watercraft safe

You're not covered for the loss of, or damage to, any watercraft that's left unattended. You're covered if the watercraft is buoyed within a designated and secured area, or if it's stored in a registered, secure facility or locked garage.

There's no cover if the engine isn't secured to the hull in accordance with the manufacturer's instructions. Theft of engines will only be covered if there are clear signs of forced or violent entry to the watercraft or place of storage.

### **Please note:**

**If an engine is immersed in water, you must ensure that it's immediately flushed out and restarted, if possible, by a qualified repairer.**

## Repatriation clause

In the event of any incident that you can claim for while your insured watercraft is outside of South Africa, you'll be responsible for arranging the repatriation of the watercraft to South Africa. You're covered for repatriation costs, limited to the amount that's stated on your policy schedule.

No payment will be made in terms of this cover until the watercraft has been repatriated to South Africa.

## Unavailable parts

If a part that's needed to repair your watercraft after an insured loss or damage isn't available as a standard (ready-made) part in South Africa, we'll pay an amount equal to the value of the part at the time that the loss or damage occurred. The value of the part will be determined according to the price given in the watercraft manufacturer's most recent catalogue or price list, plus the reasonable cost to transport the part (except by air).

## What it's worth

The agreed value that's shown on your policy schedule refers to the amount that your watercraft is covered for. This agreed value must be, well, agreed on by you and us, and must include the non-standard fitted extras and accessories. A watercraft's agreed value is calculated by taking into consideration the cost of replacing the watercraft with the same make and model, in the same condition, with similar mileage, and then adding the value of any specified accessories.

This agreed value won't depreciate. It's your responsibility to review this agreed value at least every 6 months.

In the event of a claim from you, the maximum amount that we'll pay is the agreed value of your watercraft minus:

- The basic excess amount that's payable by you, as stated on your policy schedule for each type of claim.
- Any additional excess amounts that are payable by you, if applicable, and if noted on your policy schedule for that type of incident.
- Any dual insurance, meaning if you're covered for the same watercraft at another insurance company, we're only liable for our portion of a claim.
- Betterment values, if applicable. You're not covered for costs that are regarded as betterment. If a repair requires new or exchange parts that we think are in excess of what's necessary, you may need to contribute to the cost of the repair.

If your watercraft is financed, we'll first pay the outstanding settlement over to the relevant finance institution, up to the agreed value. This excludes settlement penalties and interest charges on arrear payments that your finance institution may charge. The balance, if any, will be paid to you.

If your watercraft is hi-jacked or stolen and not recovered, or if it's written-off, then we'll pay the agreed value, including the value of any non-standard or factory-fitted accessories noted on your policy schedule.

## **Who skips your watercraft**

The regular skipper (pilot or rider) is the person who skips the watercraft most often during any monthly period and who's noted as such on your policy schedule. You need to let us know immediately if the regular skipper changes, like if your spouse or children start using the watercraft more than you do.

## **Wreckage removal**

You're covered for the loss of, or damage to, an insured watercraft, including the costs and expenses incurred by you for the clearing up and removal of debris and wreckage of the vehicle following damage in an incident that you can claim for, provided that our liability per incident is limited to the insured value that's noted on your policy schedule.

## **Your payout**

The agreed value should be the reasonable market value of your watercraft. This means the amount that it'll cost you at the time of a claim to replace your watercraft.

# All about Sasria



## In a nutshell...

Sasria is the only short-term insurer that provides special risk cover to all individuals and businesses that own assets in South Africa, as well as government entities. This is unique cover against extraordinary risks such as civil commotion, public disorder, strike, riot and terrorism, and South Africa is 1 of only a few countries in the world that provides this insurance.

## Please note:

**To qualify for Sasria cover you, and anyone covered under your policy, must comply with the T's and C's in this policy document.**

## What's covered by Sasria

You're covered in South Africa for the loss of, or damage to the insured property that's noted on your policy schedule and that's directly related to or caused by any act or attempt calculated or directed to:

- Overthrow or influence any state or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.
- Bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
- Bring about any riot, strike or public disorder, which includes civil commotion, labour disturbances or lockouts.
- The act of any lawfully-established authority in controlling, preventing, suppressing or in any other way dealing with any happening referred to above.
- Looting committed as part of the acts described above.

## What's NOT covered by Sasria

You're not covered for:

- Any form of consequential or indirect loss or damage, other than the loss of rent. Sasria will only cover loss of rent if the underlying policy specifically insures it, and only until the insured building is again suitable to be rented out or occupied.
- Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation.
- Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or attempting to do so.
- Loss or damage, in any way caused or contributed to by, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent, or any act attempting to do so.
- Loss or damage, in any way caused or contributed to by, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or a state of siege, or any act attempting to do so. If we reject a claim, you'll have to prove that the loss or damage wasn't related.
- The act of any lawfully-established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to above.
- Loss or damage caused directly or indirectly by, or through, or as a consequence of any happening for which a fund has been established in terms of the War Damage Insurance and Compensation Act No. 85 of 1976 or any similar Act operative in South Africa to which this policy applies. If we reject a claim, you'll have to prove that the loss or damage wasn't related.
- Loss or damage caused by prevention of access, for example, deterioration of stock or perishables.
- Loss or damage that you're liable for in terms of a contract, unless you would've been liable for the damage in the absence of the contract.
- Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

## What Sasria means when they say...

<b>Civil commotion</b>	Large-scale violence by members of the public, causing injury to people or damage to property.
<b>Consequential loss</b>	Loss or damage that isn't directly caused by an insured risk, but that's an indirect consequence or result of the insured risk.

<p><b>Labour disturbance</b></p>	<p>An overt disturbance of the public peace in defiance of authority, leading to physical damage. Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all 4 of the following elements are present:</p> <ul style="list-style-type: none"> <li>• A disturbance of the public peace.</li> <li>• Which happens openly, or which is clear upon observing.</li> <li>• In disobedience of authority.</li> <li>• Which leads to physical loss or damage.</li> </ul>
<p><b>Lockout</b></p>	<p>The exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees’ contracts of employment in the course of or for the purpose of that exclusion.</p> <p>This definition may be amended by South African law from time to time.</p>
<p><b>Looting</b></p>	<p>Stealing goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers. Sasria doesn’t cover theft.</p>
<p><b>Public disorder</b></p>	<p>A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.</p>
<p><b>Riot</b></p>	<p>The tumultuous disturbance of public peace by an assembly of 3 or more people acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all 4 of the following elements are present:</p> <ul style="list-style-type: none"> <li>• 3 or more people who’ve assembled with the same objective.</li> <li>• A tumultuous disturbance of the public peace.</li> <li>• Which leads to strife, violence or threats of violence.</li> <li>• Physical loss or damage.</li> </ul> <p>In terms of this definition, Sasria doesn’t consider the violent acts of 3 or more people who have different objectives as a riot.</p>

<p><b>Strike</b></p>	<p>The partial or complete concerted refusal to work, or the retardation or obstruction of work, by people who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it's voluntary or compulsory.</p> <p>This definition may be amended by South African law from time to time.</p>
<p><b>Terrorism</b></p>	<p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover doesn't extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria doesn't cover that. Furthermore, Sasria doesn't cover consequential loss emanating from any acts of terrorism.</p>

## Compensation

The limit of compensation for the period of insurance is R500 million (excluding VAT) even if the insured value exceeds R500 million (excluding VAT). Sasria allows for the reinstatement of cover if the limit of compensation has been exhausted during the period of insurance. An additional premium will be charged for reinstated cover for the remainder of the period of insurance.

## Your Sasria premium

As a business insurance client, you may choose whether or not you want this additional cover from Sasria. If you decide to include this cover in your royal policy, your monthly premium includes the Sasria premium, which we pay over to them on your behalf.

## Sasria contact details

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

# Standard post-mortem technique and sample collection

The vet pathologist must collect appropriate specimens for histopathology, bacteriology, toxicology and DNA confirmation, and must submit the samples to accredited laboratories to confirm the diagnosis. DNA sampling is required for all animals insured for R500,000 or more.

Irrespective of the cause of death, the material submitted must include, at a minimum, samples from the liver, kidney, spleen, lung, heart, different parts of the gastrointestinal tract, adrenal glands, spinal cord, lymph nodes, bone and brain. These must be collected in 10% buffered formalin for examination by a vet pathologist.

A complete history and photos of the carcass and, most important, lesions, must accompany the pathology request form.

## External examination

No post-mortem may commence unless a blood smear has been prepared and examined, in particular to exclude the possibility of anthrax and the presence of blood parasites.

Take note of the history (and the clinical diagnosis) in order to avoid performing a post-mortem on an animal suffering from rabies.

- Identification: The animal's age, chip number or other form of identification must be determined and recorded, and it should be identified in such a way that it cannot be questioned in a court of law.
- Body condition: It should be classified as obese, very good, good, poor, very poor (emaciated or cachectic).
- Post-mortem changes: It should be classified as mild, moderate or severe.
- Natural body openings: Examine the ears, nose, mouth, anus, genitalia and the entire surface of the skin for any lesions or the presence of external parasites.

## Opening the animal

Various techniques are in use. Individual variations may be developed for a specific post-mortem. Always use appropriate instruments. Knives, axes and saws should be sturdy and sharp.

When microbiological and toxicological specimens are required, they should be obtained as early as possible during the post-mortem. The history should be taken into consideration, and the decision to collect these specimens should preferably be taken before the commencement of the examination.

Animals must be placed on their right-hand side. The prosector usually stands on the abdominal side of the carcass to be examined. All animals must be skinned completely. After skinning, examination of the subcutaneous tissue, and removal of the superficial lymph nodes, the left front and left hind legs are cut from their attachments to the body and reflected (the visceral lymph nodes should be examined on opening the carcass and during removal of the organs).

Thereafter, make an incision along the ventral midline from the sternum to the rim of the pelvis. The incision should extend from the pelvic inlet to the vertebral column (to run as close to the cranial aspect of the hind leg as possible) and then cranially along the vertebral column towards, and as far as, the last rib. The flap of the abdominal muscle must now be reflected so that the topography of the abdominal organs can be examined, and the presence of abnormal abdominal content assessed. The volume of abnormal fluids (such as ascites) should be measured fairly accurately.

Now pierce the diaphragm with a sharp knife to assess the extent of thoracic negative pressure. Before being pierced a normal diaphragm is concave and taut. Observe the release of the thoracic negative pressure, which should cause collapse of the diaphragm and lungs.

## The rib cage

Cut the ribs with a pair of bone scissors or pruning shears, cleaver or saw, depending on the size of the animal. Cut the muscles and diaphragm away from the ribs. It is now easier to cut through the ribs.

After cutting through the ribs of the left thoracic wall, close to the vertebral column, and through the sternum, the thoracic cavity is exposed, and the thoracic wall removed completely. At this stage inspect the topography of the various organs and determine the presence of lesions.

Specimens for microbiology should also be collected aseptically at this stage (with sterile instruments and containers). If these specimens cannot be submitted immediately, they should be stored in the fridge (not freezer) until they can be dispatched.

Before removing any of the organs from the thoracic or abdominal cavity certain structures should be examined, since they are difficult to find and to examine once the organs have been removed. These include the aorta (thoracic and abdominal), pericardial sac, ureters, gall bladder, left adrenal and pancreas.

## **The aorta**

With a sharp pair of scissors or a knife, cut into the thoracic aorta at the base of the heart and longitudinally open the aorta from the heart to the iliac bifurcation.

## **The pericardial sac**

Cut open the cavity and inspect its contents. Under normal circumstances there should only be a small amount of clear, watery, pale, yellowish-brown fluid.

## **The heart**

Inspect the heart next. After cutting the pericardium away, sever the large vessels (as far away from the heart as possible) with a knife or large pair of scissors.

The heart must always be opened to expose the chambers and valves for careful examination. Always open the heart in a standardised way that should, in time become second nature.

Commence opening the heart from its right side. In small animals it may be held in the hand, whereas in large animals it should be placed on a table. Using a pair of scissors make the first incision into the large veins (posterior and anterior vena cava) and cut across the atrium to expose the endocardium. At this stage remove the post mortal blood clot that will be present.

Assess the patency of the tricuspid valve. After this has been done, make an incision (using a pair of scissors) through the AV valve and along the right longitudinal groove. This incision should extend along the groove to the apex and up the left longitudinal groove right up to the base of the pulmonary artery. Also open the pulmonary artery. After inspecting the valves (AV and pulmonary), chordae tendineae and the endocardium, open the left side of the heart.

To open the left heart, cut down the middle of the outer wall of the ventricle. The cut should be opened and its inside, valves and the orifices of the coronary vessels examined. Unless indicated, it is not required to open the coronary vessels.

After carefully inspecting all the aspects of the heart, make longitudinal incisions in the left and right ventricular walls and into the septum. These cuts should particularly include the papillary muscles, where many myocardial lesions are localised.

## **The ureters**

These should be examined for the presence of patency, dilatation and the presence of exudate of uroliths.

## **The gall bladder and bile duct**

Particularly in the icteric carcasses, open the duodenum and apply pressure to the gall bladder to ascertain the patency of the bile duct. A free flow of bile into the lumen of the duodenum should be observed. In cases where the intestinal tract must be examined for the presence and number of internal parasites through the common bile duct when pressure is applied to the gall bladder.

## **The pancreas**

The pancreas is best inspected before the removal of the intestinal tract. Follow the organ along the duodenum and observe its entire surface and main duct. Also make incisions into the body of the pancreas (either across or length-wise).

## **Urine specimens**

Urine specimens are best obtained with the aid of a clean needle and syringe.

The use of dip-sticks (taking into account the time since death) gives an adequate indication of the more common parameters.

After these structures have been examined, remove the abdominal organs in the order in which they are dealt with in the following text. The organs may be examined immediately after they have been removed, or they may be put aside in a cool place for examination at a later stage. Those organs that undergo rapid autolysis, such as the adrenals and the intestinal tract must, however, be examined immediately. Specimens for histopathology should also be collected from these organs as soon as possible.

The sequence in which the gastro-intestinal tract is removed, varies according to the species being dealt with:

- In ruminants, separate the small and large intestine from the abomasum. Remove the intestines only after the fore-stomachs have been removed.
- In horses, the small and large intestine is removed first, where after the stomach is removed.
- In the small monogastrics, the stomach and entire intestinal tract may be removed in toto.

## **The spleen**

Cut the spleen free from the rumen or the omental attachment with a sharp knife. The organ should be palpated thoroughly for the presence of lesions (they usually cause a localised, increased consistency) and abnormality in size. The edges should be inspected for sharpness. It must then be incised at regular intervals (cutting across the organ) to expose parenchyma, which should be carefully examined. When an enlargement of any nature is detected, the cause should be determined. When recording that an increase in size has been detected, just stating that there was an enlarged spleen is inadequate.

## **The fore-stomachs**

After tying double ligatures in the distal oesophagus, close to the cardia, and distal to the pylorus, remove the organs by cutting between the ligatures. The fore-stomachs are removed by simple traction and cutting them away with a knife.

All the compartments of the fore-stomachs should be examined carefully. After the serosal surface and the lymph nodes have examined, inspect the mucosa and the contents of the rumen, reticulum, omasum and abomasum by opening the organs along their great curvature. The contents should be examined carefully, and the rumen pH determined. After removal of the contents, the inside of the organs may be rinsed to facilitate examination of the epithelium. When indicated, rumen contents should also be collected at this stage for the determination of toxins, pH and the assessment of the activity of the ruminal flora.

## **The intestinal tract**

After examination of the mesenteric vessels for the presence of parasites and the rest of the mesentery (including lymph nodes) for the presence of any other lesion, it should be cut from the intestine as close to the intestinal wall as possible to facilitate opening the intestine along its entire length. A pair of blunt or special gut scissors is required for opening the small and large intestine.

After removal of the pancreas and cutting away the mesentery, place the intestinal tract on a table and open it along its entire length. The entire mucosal surface must be inspected for the presence of lesions or internal parasites.

Do not forget to examine the terminal portion of the colon, the rectum and anus that should be removed from the pelvic canal together with the bladder and the intrapelvic reproductive organs.

Do not wash or scrape the intestinal contents from the surface of the mucosa if it is intended for histopathology. These procedures remove most of the epithelium from the mucosa rendering it useless for histopathological examination. When necessary, the contents of the intestinal tract can be washed off by agitating the specimen in 10% buffered formalin.

## **The kidneys and adrenals**

The kidneys and adrenals should be removed together. The left kidney is easily removed by cutting it loose with a sharp knife. Be sure to include the adrenal in this dissection. The right kidney and adrenal are tightly attached to the liver and should be removed together with the liver at a later stage.

### **The kidneys**

First examine the kidneys' symmetry and then strip the fat. After further examination of the outside of the kidney, it is placed on a flat surface and cut along its long axis with a sharp knife to expose as much of the cortex, medulla and the pelvis as possible. After inspecting the cut surface carefully, strip the capsule of the kidney using forceps or the point of a knife. Assess the consistence of the kidney as described for the liver. Both kidneys must be examined.

### **The adrenals**

Strip the fat capsule from the adrenal. Then carefully inspect the external surface where after cross-wise incisions must be made in both adrenals to expose as much of the parenchyma of the adrenal as possible for inspection.

## **The liver**

Cut the liver, together with the right kidney and adrenal, away from the diaphragm with a sharp knife. After separating the kidney and the liver, inspect the liver. First examine the capsular surface, attachment of the gall bladder and the main bile ducts. Then place the liver on a table with its diaphragmatic surface undermost. With a sharp knife make a number of incisions across the large bile ducts and into the parenchyma (make incisions in all lobes of the liver). After cutting into the liver, slight pressure should be applied to the capsular surface so as to express any parasites that may be within the bile ducts (such as *Fasciola* and *Stilezia* spp).

All focal lesions should be inspected and incised. Crush a 1cm thick strip of the liver with your fingers to assess the consistency of the organ. Specimens should be excised for histopathological examination, as required.

## **The diaphragm**

Cut the diaphragm completely away from the rib cage. It is best inspected by holding it against the light which will assist in detecting lesions that may be present. Also cut into the muscular portions of the diaphragm and inspect the cut surfaces carefully.

## **The tongue, oesophagus and lungs**

These organs are removed together unless the animal's head was severed before the post-mortem. It is best to use a very sharp knife and to start with the removal from the mandible backwards. Make 2 longitudinal incisions along the inner borders of the mandible and extract the tongue through 1 of these incisions. After cutting through the hyoid bones remove the trachea, oesophagus and the lungs. Removal of these organs is assisted by cutting along the dorsal border of the organs close to the vertebral column.

### **The tongue**

After inspecting the epithelium of the tongue, make a number of incisions into the muscle (across or longitudinally). In all cases carefully inspect the incisions – do not only go through the motions to satisfy the requirements of the prescribed technique.

### **The oesophagus**

Inspect the oesophagus after opening it longitudinally with a sharp pair of scissors (starting from the pharynx). After it has been inspected, cut it away completely to allow inspection of the trachea, thyroid and parathyroid glands.

### **The lungs**

Examine the lungs now. Before making incisions, palpate both lungs carefully for the presence of abnormalities (changes in consistency; focal or multifocal lesions). After opening the bronchi as far as possible (using a pair of scissors), inspect their content and inner surface carefully.

## **The pharynx, larynx, and trachea**

Open the pharynx with a pair of scissors and inspect the epithelium and the tonsillar tissue. Thereafter cut open the larynx with a sharp pair of scissors (in large animals it may be necessary to use bone forceps since ossification may occur in the laryngeal cartilages). Also open the entire length of the trachea and the extrapulmonary bronchi.

## **The thyroid and parathyroids**

At this stage remove the thyroid and parathyroids. Inspect their outer surfaces and then make a number of incisions to expose the parenchyma for examination.

## The head and brain

After severing the head from the vertebral column (by cutting through the atlantooccipital joint), remove the brain in the following way: skin the head and cut the temporal and other muscles away from the cranium. Clamp 1 ramus of the mandible in a vise. Use a sharp butcher's saw to open the cranium as demonstrated in the teaching video.

Cuts at the back should be into the lateral aspects of the foramen magnum. When sawing on the side of the cranium, the saw should be held perpendicular to the inside of the skull to ensure that the cut will be through the bones. After the cuts have been made and the bone removed, the dura matter will usually still cover the cerebrum and the cerebellum. This must be cut away with a sharp pair of scissors after the venous sinuses have been inspected. After cutting through the dura, inspect the surface carefully for the presence of fluid, symmetry and exudate. To remove the brain from the cranial cavity, start from the front and cut the olfactory lobes and the cranial nerves either with a small knife or a pair of scissors. The cerebrum, cerebellum and the medulla oblongata should be removed intact.

Remove the brain carefully by inverting the head and cutting through the various nerve roots, the hypophysis can be removed with the brain using this technique. Now saw through the head longitudinally and examine the teeth, palate, tonsils, salivary glands, and the nasal cavity. Cut away the nasal septum to allow inspection of the turbinates and sinuses.

If there is an indication from the history that there may be lesions in the central nervous system, the brain and spinal cord should be fixed in toto in 10% buffered formalin for 24-48 hours before being sectioned. Handle the brain very carefully and as little as possible as artefacts are easily induced, making histopathological interpretation difficult. When cutting the brain, a sharp knife is used to cut across in thin slices of not more than 4 mm thick. In this way, the entire brain can be examined satisfactorily for the presence of localised lesions and symmetry.

In ruminants, always prepare a brain smear from the hippocampus to exclude/ conform the presence of Ehrlichia ruminantium. To locate the hippocampus, make an incision into the lateral ventricles of the brain at the junction of the middle and the posterior third of the cerebrum. This exposes the hippocampus.

## The hypophysis

At this stage the hypophysis should be removed from the hypophyseal fossa. This organ is easily damaged and should be removed with the necessary care after cutting through the diaphragm cellae that covers it in some species. The hypophysis should be fixed in toto and sectioned after being fixed in formalin.

## **The eyes**

The eyes are removed from the head after cuts have been made through the supra orbital process of the frontal bone. After this section of bone has been removed, the eye can easily be removed after cutting through the muscles and the optic nerve. The eyes can be removed together with the ocular nerves by chipping the bone away from the dorsum of the canal with the aid of a small bone cutter or tooth extractor. In this way I may also remove the optic chiasm intact. Eyes should not be incised before fixation.

## **The thyroid**

Cut the thyroid from the tracheal surface. Cut into it to examine the parenchyma or fix it in toto. The parathyroids are very small and are usually embedded in the thyroid.

## **The pelvic organs**

After sawing or cutting through the acetabular branch of the pubis and the shaft of the ischium on both sides of the symphysis pubis, the portion of bone thus isolated is removed to expose the pelvic organs. The pelvis may be forced open where after the pelvic organs are cut from the sides and roof of the pelvic cavity with a sharp knife. All the organs must be opened to expose their lumen. Remember to examine the entire reproductive tract, including the accessory organs.

## **The spinal cord**

In all the animal species, the vertebral column should be opened with the aid of a heavy knife or cleaver (depending on the size of the animal). Both the instruments mentioned should be sharp in order to assist in what may be a fairly sweaty operation. After cutting the muscle away from the bone, and with the animal still lying on its right side, the vertebrae are split from the pelvis to the atlas. If the history indicates the likelihood of lesions, the cord should be fixed in toto, as for the brain, and examined by multiple sections - through each segment if necessary. In all such cases sections from the cord should be examined histologically.

## **The joints**

The large joints should be opened by cutting through the joint capsule with a knife or a pair of scissors. Also examine the joint surfaces after opening them. Depending on the history, aseptic collection of joint fluid may be required for bacterial isolation.

## **The muscles**

Incisions must be made into all the major muscles to allow examination of as much of the muscle as possible.

## **The bone marrow**

Saw 1 of the femurs longitudinally to expose the bone marrow for examination. Examine the shaft, metaphysis, and the diaphysis if the various long bones. Where indicated, more sites should be examined. Where histological examination of the marrow is indicated, spongy bone from the proximal epiphysis provides the most representative sample of haemopoietic tissue.

## **The genital tract**

Examine the entire genital tract by incising the structures and opening the hollow organs.

## **Foetus**

### **Twisted umbilical cord**

There may be 1, or up to 7, twists in the umbilical cord of the normal placenta in foals without causing any problem. If there is excessive oedema, tissue tearing of the cord, fibrosis, or emaciation of the foal, or other evidence of vascular embarrassment in the cord, including urachal and bladder distension in the foal, then the twists may be of importance but if lesions aren't found, then the twists should be considered normal.

### **Placental deposits**

Scattered, opaque, white deposits of calcium, 1-5 mm diameter are often seen on the chorion of cows, sheep and pigs. These are considered to be normal structures and occur only during certain stages of pregnancy.

Another common finding is the rounded, yellowish-green to white plaques often in a linear arrangement on the amnion of horses, sheep and cattle. Many are rounded and have a depressed circular-ringed centre. These are common findings but without a cause or effect. They peel off easily. Brownish-tan flat, rubbery masses (hippomanes), from 2-10cm or more in diameter, are also found quite regularly in the allantoic fluid of horses and cows. Usually only 1 or 2 are found and when cut in half. Many, but not all, have a central laminated appearance suggesting that they may have been spherical but are now collapsed. Their source is still unknown.

## Sample collection for further investigation

In order to confirm a diagnosis, or in cases where it is not possible to make a definitive diagnosis during a post-mortem, samples must be taken for additional diagnosis tests, including histopathology and/or immunoperoxidase staining, microbiology, toxicology and mineral trace element determinations.

### Histopathology

Samples for histopathological examination, should be taken with a sharp knife and fixed in 10% buffered formalin. For adequate, rapid fixation, tissue blocks c. 2x2x0.5cm are preferred.

With few exceptions, the entire brain should be fixed in 10% buffered formalin if lesions are suspected to be present.

If there are no clues as to a possible diagnosis, representative samples from a range of organs are preferred.

The formalin should be 10 x the volume of the samples. In the case of hollow organs, such as the intestinal tract, samples should be collected before opening the organ. It is advisable to include a thin rim of normal tissue from the edge of a lesion, especially in the case of neoplastic and inflammatory conditions.

### Microbiology

Specimens for bacteriological and virological culture should be fresh, collected aseptically with no preservative or fixative added, and placed in separate sterile, clearly-marked, plastic containers. Swabs from exudations (like pus) should be placed in a transport medium.

These specimens should be refrigerated first (not frozen), at 4 degrees Celsius and then sent to a laboratory packed on frozen cool packs. When a bacteremia or septicemia is suspected, a range of organ samples such as spleen, liver, lung, brain, and portions of the intestinal tract (tied off with string at both ends) should be collected.

**Please note:**

**There are specific requirements when dealing with foot-and-mouth disease, African swine fever and rabies; contact the laboratory for further details.**

## **Toxicology**

Organ samples, as well as feed of licks and blood, may be collected for toxicological analysis. Standard organ samples, which must be collected in clearly- marked separate containers, include stomach (ties off with string at both ends), liver and, depending on the provisional diagnosis, skin, fat, kidney and/or brain. The size of the organ samples will vary depending on the specific test required and the number of tests requested; generally approximately 200g is adequate. The samples should be kept cool, while for some tests frozen specimens may be submitted. Contact the laboratory for further details.

## **Mineral/trace element analysis**

Specimens required and fixative used for mineral/trace elemental analysis may vary according to the specific laboratory used. Most laboratories prefer fresh material. Contact the specific laboratory for further details.



# Notes

A series of 20 horizontal dotted lines for writing notes.

