

# PLANT ALL RISK WORDING COMPARISON DOCUMENT

## IMPORTANT

Please read this comparison document in conjunction with the Wording and not in isolation.



Items indicated in **red** - are material differences  
 Items indicated in **green** - are for clarification  
 Items indicated in **blue** - are new additions

## PART 1

POLICY REFERENCE	COMMENT
The CIB Service Commitment	<p>CIB (Pty) Ltd is underwritten by Guardrisk Insurance Company Limited. CIB undertakes professional conduct in underwriting <b>Your</b> insured risk and to <b>provide exceptional claims service</b>.</p> <p>Alternatively, <b>You</b> can also refer to the CIB COMPLAINTS AND COMPLIANCE INFORMATION <b>Section of this Policy for guidance in respect of Your rights</b>.</p> <p>Terms that appear in <b>bold face type</b> have special meanings. Please refer to the definitions for more information.</p> <p>Please note that wherever applicable words stated in the singular are inclusive of plural and vice versa.</p>
Treating Customers Fairly	<p><b>Understanding YOUR world, We</b> offer insurance done properly, in a personalised way.</p>
Sharing and Protection of Personal Information	<p><b>PROTECTION OF PERSONAL INFORMATION</b></p> <p><b>Your personal information will only be processed in accordance with the legislation and principals contained in the Protection of Personal Information Act (POPIA).</b> It is recorded that information relating to the parties to this <b>Policy</b> or to persons whose interests are protected by this <b>Policy</b> may be processed:</p> <ol style="list-style-type: none"> <li>1. for the conclusion or performance of this <b>Policy</b>, or</li> <li>2. to protect those interests, or</li> <li>3. to comply with legal obligations, or</li> <li>4. for pursuing <b>Our legitimate interests</b> or</li> <li>5. in the interests of any third party to whom the information is supplied.</li> </ol> <p><b>We will take all reasonable measures to ensure that Your personal information is safeguarded, stored and protected in accordance with POPIA and We will not misuse Your personal information for the purpose of any marketing campaigns or product offerings.</b></p> <p>For further information please refer to <b>Our Privacy Notice</b> which is available on <b>Our website www.cib.co.za</b>.</p>

POLICY REFERENCE	COMMENT
	<p><b>SHARING OF INFORMATION</b></p> <p>.... / By entering into this <b>Policy</b>, <b>You</b> appreciate, acknowledge and understand that <b>We</b> may obtain, reveal or share information (which may be inclusive of personal information) in order to investigate or assess any claim made under this <b>Policy</b> and for the purpose of preventing fraud and to underwrite <b>Your Policy</b>.</p> <p><b>You</b> warrant that:</p> <ol style="list-style-type: none"> <li>1. .... policies and assess risks fairly and industry bodies to underwrite policies and assess risks fairly, to investigate and assess claims and to reduce the incidence of.....</li> <li>2. <b>You</b> acknowledge that the information provided by <b>You</b> may be stored in a shared database and used as set out above as well as for any decision pertaining to the continuance of <b>Your Policy</b> or the meeting of any claim...</li> <li>3. <b>You</b> acknowledge that the information may be verified against legally recognised sources or databases.....</li> </ol> <p><b>YOUR RIGHTS</b></p> <p><b>You</b> are entitled to object to the use of <b>Your</b> personal information. However, such objection may result in <b>Us</b> being unable to facilitate insurance cover or to assess a claim in terms of the <b>Policy</b>.</p> <p><b>You</b> have the right to:</p> <ol style="list-style-type: none"> <li>1. access <b>Your</b> information in accordance with the Promotion of Access to Information Act (2 of 2000) as substituted from time to time,</li> <li>2. object to the processing of <b>Your</b> personal information,</li> <li>3. lodge a complaint to the Information Regulator.</li> </ol>
Core Information and Responsibilities of the Policyholder	<p>It is important to understand that all parts of this Policy must be read in conjunction with the Schedule as well as any Annexures / Addendum as applicable.</p> <p>It is also important for <b>You</b> to understand the terminology that forms part of this Policy and to recognise the various limitations, Terms and Conditions.</p> <p>The Terms and Conditions are the rules that <b>You</b> have to adhere to in order for the Policy to respond to a valid claim. These rules can be found in the Policy, Schedule, Annexure, Addendum and endorsements as well as any renewal correspondence containing notice of change to cover or requirements.</p> <p>We have, as far as possible, endeavoured to present the Policy in plain language to not only offer <b>You</b> peace of mind, but to also ensure that <b>You</b> are and remain informed about Our various legal and operational procedures.</p>

POLICY REFERENCE	COMMENT
Observe All Terms and Conditions	Deleted dealt with under Core Information and Responsibilities of Policyholder
Provide us with Accurate and Material Information	<p><b>ACCURATE INFORMATION</b>  Although every effort is made to ensure the accuracy of all the covers pertaining to <b>Your</b> specific needs, <b>You must verify that the Schedule accurately reflects:</b></p> <ol style="list-style-type: none"> <li>1. the cover which <b>You</b> requested,</li> <li>2. <b>Your</b> current contact as well as address information,</li> <li>3. the correct nature of <b>Your Business</b> activities (inclusive of all subsidiary affiliations),</li> <li>4. the <b>Insured Property</b> as well as the insured values thereof.</li> </ol> <p><b>You must contact Us</b> immediately should there be any amendments that <b>You</b> wish to make to the cover or to inform <b>Us</b> of any change in <b>Your</b> contact or address information, the nature of <b>Your Business</b> activities or the <b>Insured Property</b>.</p> <p>This could affect the <b>Terms and Conditions</b> of the cover provided to <b>You</b>.</p> <p><b>Your</b> obligation to supply <b>Us</b> with accurate information is inclusive of information regarding <b>Your</b> financial situation, .....</p>
	<p><b>MATERIAL FACTS</b>  <b>You are required to disclose to Us all Material Facts at the commencement of the insurance cover under this Policy and at any renewal or variation of such insurance cover.</b></p> <p><b>The Material Facts are inclusive of but not limited to:</b></p> <ol style="list-style-type: none"> <li>1. having knowledge of an event / circumstances which may give rise to a claim under this <b>Policy</b>,</li> <li>2. non-compliance with any laws,</li> <li>3. financial soundness for example: debt review, insolvency, defaults, sequestration and / or judgments,</li> <li>4. criminal offences,</li> <li>5. manner of building construction for example: tiled roof vs. thatched,</li> <li>6. any <b>Vacant</b> / abandoned or <b>Unoccupied</b> buildings,</li> <li>7. location of insured premises,</li> <li>8. previous claims history,</li> <li>9. security measures implemented,</li> <li>10. building is let or sublet,</li> <li>11. mergers and/or acquisitions,</li> <li>12. any alterations, additions or improvements that are made to the building.</li> </ol> <p>For example, if <b>Your</b> building has a corrugated iron roof, <b>We</b> charge a specific premium for that. If <b>You</b> later have the roof thatched without telling <b>Us</b>, <b>We</b> would be receiving the incorrect premium because thatch can burn easier and is a greater risk. In such an event, <b>We</b> may avoid the <b>Policy</b>, a <b>Section of the Policy</b> or an item insured in terms of the <b>Policy</b> or reject <b>Your</b> claim under the <b>Policy</b>.</p>

POLICY REFERENCE	COMMENT
	<p>You are also required to disclose to Us any new Material Facts or changes in the Material Facts after the commencement of the insurance cover under this Policy and throughout the period in which such insurance cover is in force as this may affect whether You are entitled to insurance cover under this Policy, the premium to be charged for such insurance cover and other Terms and Conditions on which such insurance cover is provided to You.</p> <p>You must inform Us immediately of any change in the risk covered by this Policy. Should there have been any material change in the risk, then We may amend the cover and premium from the date of the change or cancel the cover.</p> <p>Please note that:</p> <ol style="list-style-type: none"> <li>any proposal and declaration made by You or on Your behalf is part of the information and Material Facts which We rely upon in Our decision to accept the risk under this Policy, the Terms and Conditions which will apply and the premium to be charged.</li> <li>If You fail to comply with Your above stated obligations in relation to accurate information and / or Material Facts, We may be entitled to void the entire Policy, a Section of the Policy or an item insured in terms of the Policy or reject any claim under this Policy.</li> </ol>
Accurate Information	Deleted dealt with under Provide us with Accurate and Material Information
Material Facts	Deleted dealt with under Provide us with Accurate and Material Information
Avoid Fraudulent, Wilful, Deliberate or Reckless Acts	Deleted dealt with under General Condition headed Fraudulent, Wilful, Deliberate or Reckless Acts
Take Responsibility to Prevent or Minimise Loss, Damage, Injury or Liability	<p>Restated: Duty to take reasonable steps and precautions</p> <p><b>You</b> must take all reasonable steps and precautions to ensure that the risk of any event which may result in any claim, claim or losses indemnifiable under this <b>Policy</b> are prevented or minimised as far as possible.</p> <p><b>You</b> must take all reasonable steps and precautions to mitigate the extent of any loss suffered.....</p> <p>If <b>You</b> fail to comply with <b>Your</b> above stated obligations to take all reasonable steps and precautions, <b>We</b> may be entitled to reject any claim under this <b>Policy</b>.</p>
Non Co-Operation Following a Claim	Deleted dealt with under General Condition headed Claims
Payment of Premium	Deleted dealt with under General Condition headed Payment of Premium
Tell us If You Wish to Cancel the Policy	Deleted dealt with under General Condition headed Cancellation
Responsibilities of People at the Insured Premises	Deleted dealt with under General Condition headed Responsibilities of Others
Amendments to Your Policy	Renamed: <b>Variations to Your policy</b>
CIB Complaints and Compliance Information	Simplified

POLICY REFERENCE	COMMENT
<b>PART 2 - GENERAL CONDITIONS, EXCLUSIONS AND PROVISIONS</b>	
<b>General Operative clause</b>	<p>New operative clause replacing Premium Payment, Acceptance and Settlement of Claims Clause:</p> <p><b>Restated:</b>  Subject to <b>You</b> having paid the premium and <b>You</b> complying with all the <b>Terms and Conditions</b> of this <b>Policy</b>, <b>We</b> will provide <b>You</b> with the cover subject to the <b>Terms and Conditions</b> as set out in this <b>Policy</b> and each of the <b>Sections</b> of this <b>Policy</b> up to the Sums Insured, Limits of Indemnity or Compensation as the case may be and as is specified for each such <b>Section</b> as stated in the <b>Schedule</b> (provided that cover has been elected or provided for under a specific <b>Section</b>).</p>
<b>Terminology/ Definitions</b>	<p>The following words are inserted:  Unless stated otherwise in any <b>Section</b> , for the purpose of this <b>Policy</b> and wherever these appear, the below mentioned definitions bear reference and apply.</p>
Agreed Value Basis	New definition added
Annual Period	New definition added
Business	New definition added
Insured Property	New definition added
Market Value	New definition added
Material Fact	New definition added
New Replacement Value	New definition added
Period of Insurance	New definition added
Schedule	New definition added
Section	New definition added
Terms and Conditions	New definition added
Variation	New definition added
<del>Premium Payment, Acceptance and Settlement of Claims</del>	Deleted dealt with under General Operative Clause
Co Insurance	Terminology clarified - no material change
Terms and Conditions	Terminology clarified - no material change

POLICY REFERENCE	COMMENT
Misrepresentation, Misdescription and Non Disclosure	<p data-bbox="954 277 1216 296"><b>GENERAL CONDITIONS</b></p> <p data-bbox="954 352 1756 371">This was under General Condition 6. Ordering has moved to General Condition 1. Clause restated</p> <p data-bbox="954 408 2116 456">Any misrepresentation, misdescription or non-disclosure of any <b>Material Facts</b> as at the date on which the insurance cover under this <b>Policy</b> commences, is renewed or varied will entitle <b>Us</b> to void the insurance cover under this <b>Policy</b> for:</p> <ol style="list-style-type: none"> <li data-bbox="954 491 1173 510">1.1. the particular item; or</li> <li data-bbox="954 517 1155 536">1.2. the Sub- Section; or</li> <li data-bbox="954 542 1115 561">1.3. the <b>Section</b>; or</li> <li data-bbox="954 568 1133 587">1.4. this entire <b>Policy</b></li> </ol> <p data-bbox="954 627 2056 646">For the duration of the <b>Policy</b>, <b>You</b> continue to have an ongoing obligation to disclose to <b>Us</b> any new or change in any <b>Material Facts</b>.</p>
Duty To Take Reasonable Steps and Precautions	<p data-bbox="954 703 1995 722">This clause replaces Statutory Regulations and Maintenance under Part 1 and is now dealt with under the General Conditions.</p> <p data-bbox="954 759 1720 778"><b>You</b> must at all times and at <b>Your</b> own expense, take all reasonable steps and precautions in:</p> <ol style="list-style-type: none"> <li data-bbox="954 810 1509 829">2.1. maintaining the Insured Property in good condition and repair,</li> <li data-bbox="954 836 1989 884">2.2. safeguarding the Insured Property and ensuring that every item is afforded a level of care and protection commensurate with its value,</li> <li data-bbox="954 890 1928 938">2.3. preventing or minimising the risk of any claim under this <b>Policy</b>, inclusive of but not limit to, compliance with and adherence to any laws or regulations which are material to the risk, and</li> <li data-bbox="954 944 1989 992">2.4. minimising or mitigating the extent of any claim under this <b>Policy</b>, after an event occurs which may result in such a claim, and</li> <li data-bbox="954 999 1989 1046">2.5. if any defects or conditions of working which render the risk more than usually hazardous should be discovered <b>You</b> will immediately notify <b>Us</b>, and <ol style="list-style-type: none"> <li data-bbox="999 1053 1480 1072">2.5.1. take steps to remedy said defects or conditions, and</li> <li data-bbox="999 1078 1827 1098">2.5.2. will in the meantime cause such additional precautions to be taken as circumstances require.</li> </ol> </li> </ol> <p data-bbox="954 1137 2056 1185">The expenses incurred by <b>You</b> in compliance with <b>Your</b> duty as set out above will not be recoverable under this <b>Policy</b> unless they are specifically stated to be so included.</p> <p data-bbox="954 1222 1973 1241">For this Condition, the term <b>You</b> is inclusive of any person representing <b>You</b> or acting on <b>Your</b> behalf or with <b>Your</b> authority.</p> <p data-bbox="954 1278 2107 1326">If <b>We</b> allege that <b>You</b> have failed to comply with <b>Your</b> duty as set out above, the onus of proving the contrary will rest upon <b>You</b> and <b>We</b> are entitled to reject <b>Your</b> claim.</p>

POLICY REFERENCE	COMMENT
Claims Procedure	<p>Restated as <b>Notice - Simplified</b> - Former procedure deleted and replaced:</p> <p>3.1. Notice When an event happens which may result in a claim under this <b>Policy</b>, then <b>You</b> must do the following at <b>Your</b> own expense or <b>You</b> will forfeit <b>Your</b> right to so claim:</p> <p>3.1.1. <b>You</b> must notify <b>Us</b> as soon as reasonably possible after the event but not later than 30 days after the occurrence thereof and provide <b>Us</b> with:</p> <p>3.1.1.1. full written details of the event as well as all supporting documentation / evidence pertaining to the potential claim under this <b>Policy</b>, and</p> <p>3.1.1.2. details of any other insurance policy which may also provide insurance cover for the event.</p> <p>3.1.2. <b>You</b> must supply <b>Us</b> with such proofs, information, proof of ownership, value of items concerned and / or sworn statements not later than 14 days after <b>We</b> have requested it.</p> <p>3.1.3. <b>You</b> must report to the police:</p> <p>7.1.3.1. within 48 hours, or as soon as reasonably possible, any crime and take all reasonable steps to discover the guilty party and to recover any property,</p> <p>7.1.3.2. within 24 hours, any accident which occurs on a public road.</p> <p>Claim forms are readily available and can be obtained from <b>Your</b> insurance broker or from <b>Our</b> webpage <a href="http://www.cib.co.za">www.cib.co.za</a>.</p>
Settlement of Claims	Terminology simplified - intention clarified
Our Rights After an Event	<p>Subrogation dealt with here and intention clarified.</p> <p>4.1. On the happening of any event ..... <b>Terms and Conditions</b> of this <b>Policy</b>, <b>We</b> have the right to:....</p> <p>4.1.1. take, enter or keep possession of any property being the subject of a claim and deal with it in any reasonable manner.....</p> <p>4.1.4. in respect of any claim for injury under this <b>Policy</b> where such cover is granted, <b>You</b> are required to provide all certifications, medical records and reports, information and evidence required by <b>Us</b> at <b>Your</b> expense, and any injured person will as often as required by <b>Us</b> submit to medical examination at <b>Our</b> expense. <b>We</b> will in the case of death be entitled to have a post mortem examination performed.....</p> <p>4.1.7. When <b>We</b> settle a claim, then <b>Your</b> rights to claim against other people are automatically transferred to <b>Us</b>.</p>
Collective Insurances	Clarified and aligned with General Condition headed Our Rights After an Event and Subrogation
Company's Rights After and Event	Clarified and aligned with General Condition headed Our Rights After an Event and Subrogation
Corrective Action	<b>We</b> may after a claim review the terms of this <b>Policy</b> with due consideration of any notice period required.

POLICY REFERENCE	COMMENT
Prescription Periods (Time Limits)	<p>7.1. No claim under this <b>Policy</b> will be payable after the expiry of 12 months or such further period as <b>We</b> may, in writing, allow, from the date of the happening of the event which resulted in such claim unless the claim is the subject of pending legal action or is a claim in respect of <b>Your</b> legal liability to a third party.</p> <p>7.2. Once <b>We</b> inform <b>You</b> of <b>Our</b> decision on any claim under this <b>Policy</b> (whether it is a rejection, a partial rejection, the dispute about the quantification of the claim or otherwise) <b>You</b> will have 90 days to make representations to us about <b>Our</b> decision. Following the expiry of the 90 day period and irrespective of whether representations have been made during this period, <b>You</b> will have 180 days within which to serve legal action on <b>Us</b>, failing which <b>Your</b> right to challenge the decision is forfeited and <b>You</b> will have no further claim or recourse against <b>Us</b>.</p>
Subrogation	Deleted and dealt with under General Condition headed Our Rights After and Event and Subrogation
Time Limits	Deleted and dealt with under General Condition headed Prescription Periods (Time Limits)
Non Co-Operation Following a Claim	Previously under Part 1. Now dealt with under General Condition headed Claims.
Recovery	<p>9.1. If, after payment of a claim in respect of lost or stolen property, such property is located or recovered, <b>You</b> will render all assistance and cooperation in the identification and in the physical recovery and safe keeping of such property.</p> <p>9.2. <b>We</b> will pay for the reasonable cost in identifying such property.</p> <p>9.3. Failure to assist <b>Us</b> in the recovery and safe keeping of such property will result in <b>You</b> becoming legally liable to repay <b>Us</b> all payments and expenses in respect of the claim.</p> <p>9.4. If the property was successfully recovered then <b>We</b> will be the rightful owner of the property.</p>
Acts of Fraud	<p>Deleted and replaced under heading Fraudulent, Wilful, Deliberate or Reckless Acts</p> <p>All rights of indemnity under the <b>Policy</b> will be forfeited if any claim is:</p> <p>10.1. in any respect fraudulent; or</p> <p>10.2. if any fraudulent means or devices are used by <b>You</b> or anyone acting on <b>Your</b> behalf or with <b>Your</b> knowledge, or consent to obtain any benefit under this <b>Policy</b>; or</p> <p>10.3. information or documents in support of a claim, whether created by <b>You</b> or on <b>Your</b> behalf is not true, is not complete or is fraudulent, or</p> <p>10.4. or if any event is occasioned by <b>Your</b> wilful, deliberate or reckless acts or participation, or</p> <p>10.5. the quantum of a claim is deliberately exaggerated by <b>You</b> or anyone acting on <b>Your</b> behalf.</p> <p><b>We</b> will be entitled to cancel <b>Your</b> Policy without giving notice to <b>You</b> with immediate effect in all instances of fraudulent, wilful, deliberate, or reckless acts.</p>



POLICY REFERENCE	COMMENT
Breach of Conditions	The Conditions of this Policy and Sections thereof will apply individually to each of the risks insured and not collectively to them so that any breach of or non-compliance with any Condition of this Policy will render voidable the Section or item only in respect of the risk to which the breach applies.
Other / Dual insurance	Should You be entitled to compensation through any other Act / fund then We will reserve the right to adjust Our settlement in accordance therewith.
Law and Legal Jurisdiction	<p>22.1. We will not be liable for any loss, damage, costs or expenses directly or indirectly arising from the non-adherence to applicable laws, regulations, rules / regulations of governing bodies, by-laws or rules of the Republic of South Africa. (reference to "or countries that fall within the approved territorial limits of this Policy has been deleted).</p> <p>22.2. This Policy will be governed by and interpreted in accordance with the laws of South Africa.....</p>
Cancellation	<p><b>Restated</b>  This Policy or any Section and / or part may be cancelled at any time by:</p> <p>3.1. Us giving You 31 days' notice in writing or such other period as may be mutually agreed and / or otherwise prescribed by this Policy,</p> <p>3.2. by You giving immediate notice,</p> <p>3.3. reason of Your non-compliance refer General Conditions headed Misrepresentation, Misdescription and Non-Disclosure, Breach of Conditions and Fraudulent, Wilful, Deliberate or Reckless Acts .</p> <p>When You cancel, We will be entitled to retain the customary short period or minimum premium for the Annual Period or the period that a Section has been in force. When We cancel, You will be entitled to claim a pro rata proportion of the premium for the remainder of the Period of Insurance from the date of cancellation, subject to General Condition headed Fraudulent, Wilful, Deliberate or Reckless Acts.</p>

POLICY REFERENCE	COMMENT
<p>Policy Period</p>	<p>New</p> <p>14.1. <b>Monthly</b></p> <p>14.1.1. The initial period of a Monthly Policy is as shown on the <b>Schedule</b> and commences from the inception / start date and continues until the last day of that calendar month in which the inception / start date occurs.</p> <p>14.1.2. Thereafter, the <b>Period of Insurance</b> will be one calendar month and will run monthly until the Renewal Date reflected in the <b>Schedule</b>.</p> <p>14.1.3. Once Renewal of <b>Your Policy</b> is mutually agreed the <b>Policy</b> will run monthly as indicated in (14.1.1) and (14.1.2.) until the next <b>Policy</b> Renewal.</p> <p>14.2. <b>Annual</b></p> <p>14.2.1. The initial period of an Annual Policy is as shown on the <b>Schedule</b> and commences from the inception / start date and continues to the last day of the month preceding the Renewal Date reflected in the <b>Schedule</b>.</p> <p>14.2.2. Thereafter, the <b>Period of Insurance</b> will be for 12 months and will run until the Renewal Date reflected in the <b>Schedule</b>.</p> <p>14.2.3. Once Renewal of <b>Your Policy</b> is mutually agreed the <b>Policy</b> will run annually as indicated in (4.2.1) and (4.2.2.) until the next <b>Policy</b> Renewal.</p>
<p>Premium Payment</p>	<p>The heading is renamed now appears as General Condition headed Payment of Premium.  Ordering of content restated.</p> <p>Debit orders - previously under Part 1. Now stated here.</p> <p>Ad hoc premiums - previously under Part 1. Now stated here.</p> <p>Cooling off period - this replaces the "Money Back Guarantee" clause previously stated under Part 1. Now stated here.</p> <p>Unpaid premiums - previously under Part 1. Now stated here.</p>

POLICY REFERENCE	COMMENT
Monthly Debit Payments	<p>Restated: ..... /</p> <p>15.6.1.3. If the Policyholder Protection Rules apply to <b>You</b>, if <b>We</b> do not receive the premium by the due date, as shown in the <b>Schedule</b> then :</p> <p>15.6.1.3.1. <b>You</b> will be entitled to a grace period of 15 days after the due date (except in the first month of insurance) in which to pay the premium. If the premium is unpaid and only if the reason is due to "insufficient funds" and for no other reason, it will remain payable and <b>We</b> may:</p> <p>15.6.1.3.1.1. recollect by way of an Ad Hoc collection</p> <p>15.6.1.3.1.2. submit two debit orders at the next request for payment, in respect of the unpaid debit order as well as the normal one for the new month.</p> <p>15.6.1.4. In the event that either the recollection is unsuccessful (bearing in mind it is not done within the 15 day grace period) or the next two debit orders are unsuccessfully collected, the <b>Policy</b> will automatically be cancelled.</p> <p>15.6.1.4.1. <b>We</b> will not pay a claim if it occurs after 15 days of the due date and the outstanding premium has not been paid within that 15 day period or</p> <p>15.6.1.4.2. if any claim arises during the period where the premium has been unpaid and outside of the time period referred to in (15.6.1.3) above, <b>We</b> will not be required to pay / entertain any claim.</p>
Cover Provided By this Policy	Clarification: No cover will be provided under this Policy or any Section if either the insured amount or the limit of compensation shown in the Schedule:
Territorial Limits	Reference to Swaziland is removed throughout the Policy - replaced by <b>Eswatini</b>
Change / Alteration of Interest	<b>Moved from Section 3 Memo dealt with under General Conditions</b>
Interest of Banks or Other Financial Institutions	<b>Moved from Section 3 Memo dealt with under General Conditions</b>
Hirers Warranty Condition	<b>Moved from General Exclusions dealt with under General Conditions</b>
Standard Form of Contract Condition	<b>Moved from Section 3 dealt with under General Conditions</b>
Road Transportation Vehicle Condition	<b>Moved from Section 3 dealt with under General Conditions</b>
<b>GENERAL EXCLUSIONS</b>	
Nuclear Risks	Entire Exclusion has been replaced - Please refer to Wording
Computer Losses	Entire Exclusion has been replaced under heading COMPUTER LOSSES, DATA AND CYBER INCIDENTS- Please refer to <b>Wording</b>
Cyber Crime Exclusion	Entire Exclusion has been replaced and incorporated into COMPUTER LOSSES, DATA AND CYBER INCIDENTS - Please refer to Wording
Infectious and / or Contagious Disease / Epidemic / Pandemic Exclusion	New outright Exclusion added - Previously only noted on Schedule. Please refer to Wording
<b>GENERAL PROVISIONS</b>	
Claims Preparation Costs	Restated

POLICY REFERENCE	COMMENT
Automatic Additions	Restated
Clearance Costs	Restated
Policy Interpretation	<p>It is recorded that the cover that is provided by this <b>Policy</b> and the <b>Terms and Conditions</b> have been agreed and accepted by <b>You</b> before entering into the <b>Policy</b> and that the rule of construction that this <b>Policy</b> will be interpreted against the party responsible for its preparation and drafting will not apply.</p> <p><b>One Section may not be used to interpret another Section.</b></p>
Fire Protection	It is a condition precedent to liability under this Policy that all firefighting equipment or fire protection if requested by Us is maintained and serviced in accordance with the Regulations contained in the National Building Regulations or any other regulations as may be contained in the respective Emergency Services Bye-Laws
Average	<p>If the Insured Property is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then You will be considered as being Your own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Provision where such Average Clause is applicable.</p> <p>In all cases of sums insured reflecting anything other than New Replacement Value any reference to payment in settlement of a minimum % value of the installed New Replacement Value is deleted.</p>

### PART 3 - POLICY SECTIONS

#### SECTION 1: MATERIAL DAMAGE (OWN PLANT AND EQUIPMENT (OWN USE OR HIRED OUT))

Cover Provided	We will indemnify You for accidental, sudden and unforeseen physical loss / damage to the Insured Property as described in the Schedule occurring within the territorial limits from any cause other than those excluded herein.
<u>Optional Extensons</u>	
Credit shortfall	Terminology simplified - intention clarified

#### SECTION 2: HIRED IN PLANT (IF STATED TO BE INCLUDED)

Cover Provided	We will indemnify You in respect of Your legal liability under the terms of hiring agreement entered into to pay for physical loss or damage to Insured Property hired-in, limited to the sum insured stated in the Schedule and furthermore the indemnity provided by Us will not exceed the Market Value of such plant
<u>Basis of Settlement / Indemnification</u>	
<u>Applicable to Section 1: Material Damage - Own Plant and Equipment (Own Use or Hired Out) and / or Section 2: Hired in Plant</u>	

POLICY REFERENCE	COMMENT
Partial Loss (New Replacement Value Basis)	<p>If the Insured Property suffers loss or damage the basis of settlement / indemnification will be the costs and expenses reasonably and necessarily incurred to restore the damaged property to its working condition immediately before the occurrence of the damage inclusive of the costs of dismantling re-erection as well as ordinary freight and customs dues provided that:</p> <ol style="list-style-type: none"> <li>1.1. extra charges for airfreight express delivery overtime Sunday and holiday rates are limited to 50% of the costs and expenses that would normally have been incurred,</li> <li>1.2. the value of damaged parts which can be used in any way whatsoever will be deducted,</li> <li>1.3. the costs of any alterations / addition improvements or overhaul carried out at the time of repair are not recoverable under this Policy,</li> <li>1.4. if without Our consent temporary repairs are carried out by You in the interests of safety or to minimise further loss or damage to the Insured Property the costs of such temporary repairs will be borne by Us. <ol style="list-style-type: none"> <li>1.4.1. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the insured property then the cost of temporary repairs and any additional costs so incurred or consequences arising there from will be for Your account.</li> </ol> </li> <li>1.5. where damage is restricted to a part or parts of an insured item, We will not be liable for an amount greater than the value of such parts which are lost or damaged as allowed for within the sum insured plus dismantling re-erection and freight expenses,</li> <li>1.6. recovery expenses reasonably and necessarily incurred to recover the damaged property will be limited to 15% of the sum insured of the item with a maximum of R50 000 any one loss unless special arrangement by endorsement to the Schedule have been made.</li> </ol>
Partial Loss (Market Value Basis)	<p>If the Insured Property suffers loss or damage the basis of settlement / indemnification will be determined in terms of clause (1) Partial Loss (New Replacement Value Basis) above but in respect of replacement parts spares and components the indemnity will be limited to the rateable proportion that the sum insured stated in the Schedule bears to the New Replacement Value of that item of Insured Property.</p>
Partial Loss (Agreed Value Basis)	<p>If the Insured Property suffers loss or damage the basis of settlement / indemnification will be determined in terms of clause (1) Partial Loss (New Replacement Value Basis) above but in respect of replacement parts spares and components the indemnity will be limited to the rateable proportion that the sum insured stated in the Schedule bears to the New Replacement Value of that item of Insured Property.</p>

POLICY REFERENCE	COMMENT
Total Loss (New Replacement Value and Market Value Basis)	<p>In the event that the Insured Property is totally lost or destroyed the amount payable will be the cost of removing the damaged property (limited to 15% of the loss) less the value of the remains, plus:</p> <p>4.1. The cost of replacing or reinstating on the same site property of equal performance capacity and age but not superior to or more extensive than the Insured Property insofar as is practicable, or</p> <p>4.2. The local open Market Value of the Insured Property immediately before the damage took place and such value to be calculated by deducting reasonable equitable depreciation from the installed New Replacement Value of the item (always subject to a minimum value of 25% of the installed New Replacement Value but subject proportionally where applicable in terms of the General Provision headed Average(Under Insurance) whichever is the lesser.</p> <p>The Insured Property will be regarded as totally destroyed if the repair costs in terms of clause (1) Partial Loss (New Replacement Value Basis) or clause (2) Partial Loss (Market Value Basis) as the case may be equal or exceed the value as defined in (4.2) above immediately before the event.</p> <p>Our liability will not exceed in respect of each or any of the Insured Property the sums insured set opposite thereto in the Schedule.</p>
Total Loss (Agreed Value Basis)	<p>In the event that the Insured Property is totally lost or destroyed the amount payable will be the cost of removing the damaged property (limited to 15% of the loss) less the value of the remains, plus:</p> <p>5.1. The cost of replacing or reinstating on the same site property of equal performance capacity and age but not superior to or more extensive than the Insured Property insofar as is practicable, or</p> <p>5.2. The Agreed Value of the Insured Property provided this value will not be less than the Market Value or more than 10% of the Market Value immediately before the damage took place and such value to be calculated by deducting reasonable equitable depreciation from the installed New Replacement Value of the item (always subject to a minimum value of 25% of the installed New Replacement Value but subject proportionally where applicable in terms of the General Provision headed Average(Under Insurance) whichever is the lesser.</p> <p>The Insured Property will be regarded as totally destroyed if the repair costs in terms of clause (3) Partial Loss (Agreed Value Basis) equal or exceed the value as defined in (5.2) above immediately before the event.</p> <p>Our liability will not exceed in respect of each or any of the Insured Property the sums insured set opposite thereto in the Schedule.</p>
<b>SPECIFIC EXCLUSIONS</b>	
Word "external" added	<p>2.....</p> <p>2.1. However, if the item of <b>Insured Property</b> suffers <b>external</b> loss or damage caused by accidental, sudden and unforeseen physical loss / damage as insured by this <b>Policy</b> consequent upon such mechanical or electrical breakdown then any costs incurred in the rectification of such <b>external</b> damage is not excluded, and any other indemnifiable loss or damage giving rise to electrical / mechanical breakdown or failure resulting in such breakdown is not excluded.</p>
Words "damage happening over a period of time" added	<p>5. any loss or damage from wear and tear, gradual deterioration, <b>damage happening over a period of time</b>, rust or other atmospheric action resulting from ordinary usage or working,</p>

POLICY REFERENCE	COMMENT
Words "any loss of or" added	10. any loss of or damage discovered during routine servicing unless associated with a specific event or loss of any Insured Property by disappearance or shortage discovered on the taking of an inventory or stocktaking,
<del>Hire in Cost Following an Identifiable Loss and / or Damage to Items insured under Section 1 or Section 3 (A)</del>	Added to the Extensions
Exclusion restated	3. any damage to : 3.1. tyres by the application of brakes or by punctures, cuts or bursts, 3.2. springs due to inequalities of the road or other surface or impact with such inequalities,
<b>SECTION 3 : PUBLIC LIABILITY</b>	
Control	New definition term added
Custody	New definition term added
Damage	New definition term added
Damages	New definition term added
Defamation	New definition term added
Employee	New definition term added
Event	New definition term added
Injury	New definition term added
In the Annual Aggregate / Aggregate Limit (AGG) (	New definition term added
Legal Costs	New definition term added
Limit of Indemnity	New definition term added
Occurrence	New definition term added
Pollution	New definition term added
Pollution Costs	New definition term added
Pollutant	New definition term added
Wrongful Arrest	New definition term added
<b><u>SPECIFIC EXCLUSIONS</u></b>	
Words " or in connection with guarantees of performance or efficiency imposed by agreement and which would not have attached in the absence of such agreement" added	5. any liability in respect of any payment under a penalty clause or as liquidated Damages or in connection with guarantees of performance or efficiency imposed by agreement and which would not have attached in the absence of such agreement
New exclusion added	15. any liability arising out of or in connection with loss or damage to underground pipes sewers cables conductors or services unless prior to commencement of work You have obtained Our prior written consent and have ascertained and marked the exact position of such property and have obtained writing wayleave from the owner of the property or the recognised authority over the property.
<b><u>SPECIFIC CONDITIONS</u></b>	
New Specific Condion added	1. You must take all reasonable steps to maintain any Insured Property in an efficient and roadworthy condition,

POLICY REFERENCE	COMMENT
New Specific Condition added	<p>2. <b>You</b> must take all reasonable steps in the event of any accident or breakdown to prevent further loss or damage from happening and if the <b>Insured Property</b> which is the subject of a claim is driven or used before the necessary repairs are effected that any extension of the damage or any further damage to such <b>Insured Property</b> will be entirely at <b>Your</b> own risk.</p>
New Specific Condition added	<p>3. It is a continuing duty precedent to <b>Our</b> liability hereunder that where <b>Insured Property</b> is used by <b>Your Employees</b> that <b>You</b> implement and maintain a documented process which is inclusive of checks and balances that <b>Employees</b> must adhere to in the safekeeping of items being insured hereunder. If <b>We</b> allege by any reason that loss or damage is not covered the burden of proving the contrary will rest upon <b>You</b> and <b>We</b> reserve <b>Our</b> rights to call for evidence of such process in the validation of any claim where this may apply.</p>
<b>SECTION 5 : PERSONAL ACCIDENT</b>	
Section deleted	