

ENDORSEMENT C2201 eff 2022-03

The below amendments have been incorporated in the **Safire Commercial** policy and are effective from 1 March 2022.

Section: General	Amendment
4. GENERAL TERMS, CONDITIONS & PROVISIONS	
4.6 Claims	<p><i>Clause D) has been replaced with the following to clarify the timeframes that are available to policyholders in the event of a claim dispute:</i></p> <p>D) Your rights in the event of us rejecting your claim or in the event of you disputing the claim amount offered:</p> <p>a) If you wish to dispute the rejection of a claim or if you wish to dispute the amount determined by us to be payable in respect of any claim you may, within 90 (ninety) days after the date of rejection of the claim or the date that the claim amount was communicated to you in writing, appeal the decision internally by making written representations to complaints@safireinsurance.com ("Internal Appeal"). We will then notify you in writing of the outcome of the Internal Appeal within 45 (forty-five) days of receipt thereof.</p> <p>b) If you are not satisfied with the outcome of the Internal Appeal you may, within 180 (one hundred and eighty) days of us advising you of the outcome thereof, escalate the dispute to the Ombudsman for Short Term Insurance (OSTI).</p> <p>c) If you have not pursued either an Internal Appeal or a complaint with the OSTI, you must institute any formal legal proceedings against us within 180 (one hundred and eighty) days of us notifying you in writing of the rejection of your claim or us notifying you of the claim amount;</p> <p>d) If you have pursued an Internal Appeal and/or lodged a complaint with the OSTI, as the case may be, and you are not satisfied with the outcome of either of these processes and you wish to pursue formal legal proceedings against us in Court, you must comply with the following:</p> <ol style="list-style-type: none"> 1. If you have pursued the Internal Appeal and have not lodged a complaint with the OSTI, you must institute any formal legal proceedings against us within 180 (one hundred and eighty) days of us notifying you in writing of the outcome of the Internal Appeal; 2. If you have pursued the Internal Appeal and have lodged a complaint with the OSTI, you must institute such formal legal proceedings against us within 180 (one hundred and eighty) days of the last happening of either: <ul style="list-style-type: none"> • us notifying you in writing of the outcome of the Internal Appeal; or • the OSTI notifying you in writing of the outcome of your complaint. <p>e) If you do not institute any formal legal proceedings against us within the periods as stated paragraphs (c) and (d) above, you will be time-barred from instituting any such legal proceedings against us arising from or in connection with such dispute and your rights in this regard under the policy will automatically be forfeited.</p>

5. GENERAL EXCLUSIONS

5.3 Computing equipment
and
5.7 Cybercrime

The recently promulgated legislation regarding cybercrime has prompted an update in our wording insofar as this aspect is concerned.

Exclusions 5.3 and 5.7 have been combined into a single clause, which now reads as follows:

5.6 Cyber, data and computing equipment

- A) We shall not indemnify you for any loss, damage, legal liability, claim, fine, penalty, cost or expense of whatsoever nature arising directly or indirectly out of, or in connection with, or contributed to by, or results from any:
- a) cybercrime, including cyber fraud, cyber forgery, cyber extortion and cyber theft of incorporeal property;
 - b) malicious data messages or software, including viruses, worms, trojans, time or logic bombs, ransomware and malware, or any other similar corruptive, destructive or harmful media, program, source, code or instruction;
 - c) unauthorised and intentional access to or use of data or any computer program, computer data storage medium, computer system or electronic device;
 - d) unauthorised and intentional acquisition of data;
 - e) unauthorised interception of or interference with data, or any computer program, computer data storage medium, computer system or electronic device.
- B) We shall furthermore not indemnify you for any loss, damage, legal liability, claim, fine, penalty, cost or expense of whatsoever nature arising directly or indirectly out of, or in connection with, or contributed to by, or results from any incapacity or failure of any computer program, computer data storage medium, computer system or electronic device:
- a) to treat any date as the correct date or true calendar date, or to correctly or appropriately recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or
 - b) to capture, save, retain or process any information or code as a result of the operation of any command which has been programmed into any computer data storage medium, computer system or electronic device, being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data in regard to or in connection with any such data; or
 - c) to capture, save, retain or process any information / code due to program errors, incorrect entry or inadvertent cancellation or corruption of data and / or programs; or
 - d) to capture, save, retain or process any data as a result of the events listed in A above.

DOMESTIC SECTIONS

Section D01: Houseowners Amendment

D1.5 HOUSEOWNERS EXTENSIONS

D1.5.15 Subsidence and landslip – limited cover

The wording has been amended to clarify that the limited cover extension does not cover excavation of any kind (including excavation in the course of mining operations). Cover for damage caused by underground mining is available under the full cover optional extension.

The extension now reads as follows:

- A) We cover loss, destruction of or damage to the buildings by subsidence and landslip resulting from the ground supporting such buildings being washed away by flowing surface water as a direct consequence of storm, flood, hail or snow.
- B) We shall not be liable for:
 - a) destruction 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;
 - b) loss, destruction or damage to swimming pools, tennis courts, sauna and spa rooms / baths, gates, gate posts, boundary walls, retaining walls, garden walls, hedges, fences, driveways, paths, patios, terraces, septic or conservancy tanks, drains and water courses, unless the buildings are damaged by the same cause at the same time;
 - c) work necessary to prevent further loss, destruction or damage due to subsidence, landslip except where appropriate design precautions were implemented during the original construction of the buildings and any subsequent additions thereto;
 - d) consequential loss of any kind whatsoever, except loss of rent as specifically insured under this section;
 - e) loss or damage which is related to or caused by:
 1. the removal or weakening of support to any building situated at the insured premises;
 2. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 3. excavation on or under land;
 4. the compaction of infill;
 5. normal settlement, shrinkage or expansion of the building.
- C) In any action, suit or other proceeding where we allege that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, you will bear the burden of proving the contrary.

D1.7 HOUSEOWNERS CONDITIONS

D1.7.5 Mortgagee

This condition has been amended as follows: (all amendments in bold text)

- A) The interests of a mortgagee (i.e. a bank or financial institution) with regards to the buildings and Loss of Rent will not be invalidated by:
 - a) any act or omission of the mortgagor / title holder of the insured property;
 - b) any misrepresentation or non-disclosure by the mortgagor / title holder of the insured property;
 - c) the alienation of property as defined in the Alienation of Land Act;
 - d) the occupation of the property in a manner that materially changes the risk inherent in the insured property under this policy;
 provided that the aforesaid is effected without the knowledge of the mortgagee.
- B) **The mortgagee** must notify us of the happening or existence of any act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as it becomes aware of this, and **shall be responsible for any additional premium resulting from us assuming any increased hazard.**

D1.7.7 Security

This condition has been amended as follows: (all amendments in bold text)

- A) Alarm warranty (if stated in the schedule)
- a) If this warranty is stated in the schedule to apply, we shall compensate you for theft or attempted theft, only if:
1. an alarm system is installed **in all buildings at the premises, including outbuildings**, and is in full working order;
 2. **the alarm is linked to a company providing armed response;**
 3. the alarm system was armed when the buildings were left unattended; and
 4. the alarm system is maintained in proper working order. Please note that if you have maintained your obligations under a contract with the suppliers / servicing engineers to the alarm system, you will be deemed to have discharged your liability.
- b) We shall also compensate you in the event that the key / code to the alarm system was obtained by assault, violence or threat of violence to you or any other key / code holder.
- c) **If this warranty is stated in the schedule to apply and an alarm system has not been installed in an outbuilding, loss or damage caused by theft or attempted theft will be limited to the amount stated in Addendum B.**
- B) Burglar bars warranty (if stated in the schedule)
- If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), **including outbuildings**, through any opening window which is not protected by burglar bars and whilst the building is unattended.
- C) Security gates warranty (if stated in the schedule)
- If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), **including outbuildings**, through any external door which is not protected by locked security gates and whilst the building is unattended.

Section D02: Householders

Amendment

D2.7 HOUSEHOLDERS CONDITIONS

D2.7.8 Security

This condition has been amended as follows: (all amendments in bold text)

- A) Alarm warranty (if stated in the schedule)
- a) If this warranty is stated in the schedule to apply, we shall compensate you for theft or attempted theft, only if:
1. an alarm system is installed **in all buildings at the premises, including outbuildings**, and is in full working order;
 2. **the alarm is linked to a company providing armed response;**
 3. the alarm system was armed when the buildings were left unattended; and
 4. the alarm system is maintained in proper working order. Please note that if you have maintained your obligations under a contract with the suppliers / servicing engineers to the alarm system, you will be deemed to have discharged your liability.
- b) We shall also compensate you in the event that the key / code to the alarm system was obtained by assault, violence or threat of violence to you or any other key / code holder.
- c) **If this warranty is stated in the schedule to apply and an alarm system has not been installed in an outbuilding, loss or damage caused by theft or attempted theft will be limited to the amount stated in Addendum B.**
- B) Burglar bars warranty (if stated in the schedule)
- If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), **including outbuildings**, through any opening window which is not protected by burglar bars and whilst the building is unattended.
- C) Security gates warranty (if stated in the schedule)
- If this warranty is stated in the schedule to apply, we shall not cover you for loss or damage by theft or attempted theft resulting from entry to the building(s), **including outbuildings**, through any external door which is not protected by locked security gates and whilst the building is unattended.

Section D06: Amendment Pleasure craft

D6.5 PLEASURE CRAFT EXTENSIONS

Loss of or damage to locks and keys

New standard extension – added cover

- A) We shall compensate you in respect of the cost of replacing locks and keys of any insured pleasure craft following the disappearance of any key of such pleasure craft.
- B) In addition, we shall compensate you in respect of the cost of replacing or repairing the key of any insured pleasure craft following:
 - a) accidental damage to such key; or
 - b) damage to such locks resulting from attempted theft.
- C) The compensation shall not exceed the amount stated in **Addendum B** or such higher limit stated in the schedule and for which additional premium has been paid.
- D) Cover is excluded for keys lost overboard.

COMMERCIAL SECTIONS

Section C07: Amendment Money

C7.6 MONEY CLAUSES CONDITIONS & WARRANTIES

C7.6.1 Cash carrying warranty

The wording has been clarified – the cash carrying warranty must be met in order for cover to attach.

The warranty now reads as follows: (all amendments in bold text)

- A) Whilst money is in transit to and from the bank, the following precautions must be taken:
 - a) money up to R15 000 (fifteen thousand rand) must be carried by one senior employee or principal;
 - b) money in excess of R15 000 (fifteen thousand rand) must be carried by two senior employees or principals in a vehicle;
 - c) money in excess of R25 000 (twenty-five thousand rand) must be carried by professional armed security services.
- B) No cover will be in force if the required warranty is not met.**

MOTOR SECTION

Section MC01: Motor (Commercial)

Amendment

MC1.1 MOTOR DEFINITIONS

Vehicle

Our approach around agricultural implements has been clarified.

The vehicle categories are now described as follows: (amendments in bold text)

Vehicle category	Description
A	Private type motor cars including sedans, SUVs, estate cars, minibuses, light delivery vehicles (LDVs) or similar vehicles not exceeding 3 500 (three thousand five hundred) kg in gross vehicle mass and designed to seat not more than 12 (twelve) persons including the driver.
B	Commercial vehicles, including buses (any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver).
C	Special type vehicles, including tractors, harvesters, combines and agricultural implements .
D	Motorcycles including motor scooters, 3 (three) wheeled vehicles and quad bikes.
E	Trailers and caravans, i.e. 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 thereto (excluding agricultural implements).

MC1.5 MOTOR OPTIONAL EXTENSIONS

MC1.5.7 Waiver of the excess

The Optional Extension is now also available to drivers younger than 25 years of age, and reads as follows:

If selected, this optional extension replaces MC1.4.6.

- A) The basic first amount payable for each and every claim in respect of vehicles as defined under Vehicle Category A (sedan and LDV) is hereby deleted.
- B) This waiver is extended to include Extension MC1.4.2. Loss of or damage to locks and keys and MC1.4.7. Windscreen / Glass.

ADDENDUM A: EXCESSES

Section MC01: Motor (Commercial)	Amendment (in bold)
Category C – Special Types	
1. Basic first amount payable (tractors, harvesters and combines):	
a) maximum indemnity stated in the schedule less than R800 000	a) <i>5% of gross claim, minimum R2 000</i>
b) maximum indemnity stated in the schedule more than R800 000	b) <i>10% of gross claim, minimum R2 000</i>
2. Basic first amount payable (agricultural implements)	<i>5% of gross claim, minimum R1 500</i>

ADDENDUM B: LIMITS

Section D01: Houseowners	Amendment
D1.7 HOUSEOWNERS CONDITIONS	
D1.7.7 Theft from outbuildings (alarm warranty not met)	<i>R5 000 per claim</i>

Section D02: Householders	Amendment
D2.5 HOUSEHOLDERS EXTENSIONS	
D2.5.11 Loss of money	<i>R5 000 per claim</i>

Section D06: Pleasure craft	Amendment
D6.5 PLEASURE CRAFT EXTENSIONS	
D6.5.5 Locks and keys	<i>R2 500 per claim</i>