

ENDORSEMENT C2202 eff 2022-11

The below has been incorporated in the **Safire Commercial policy**, with effect from **1 November 2022**.

| Section: | Amendment |
|---|---|
| General | |
| 5. GENERAL EXCEPTIONS | |
| 5.16 Other (including wear and tear, gradual deterioration) | <p>Clause B)b) has been amended to include damage caused by domestic pets to items specified under the Electronic Equipment section.</p> <p><i>It now reads as follows: (amendment in bold text)</i></p> <p>B) Notwithstanding the provisions of l) and n) above, we will cover loss or damage caused by:</p> <ul style="list-style-type: none"> a) rodents or domestic pets to vehicles specified for comprehensive cover under the Motor section of this policy; and b) domestic pets to items specified under the Personal All Risks and Electronic Equipment sections of this policy. |
| Sexual assault and molestation | <p>New specific exclusion</p> <p><i>Liability covers are not intended to respond to criminal acts, and cover for such events has never been included in any of our policies. However, to clarify our stance in this regard and to align our wording with those of our reinsurers, we now include this specific exclusion, which reads as follows:</i></p> <ul style="list-style-type: none"> A) We do not cover any loss and / or damage whatsoever for which you are held liable arising from, as a result of or in any way being attributed to, any form of sexual assault, abuse or molestation of any person(s), by an employee, representative, agent or any other individual. B) In addition, we do not cover any legal defence costs necessary or incurred in the defence of any claim brought against you in which sexual assault, abuse or molestation form the basis (in full or in part) of the loss and / or damage claimed against you. |

DOMESTIC SECTIONS

| Section D01: | Amendment |
|-------------------------------|--|
| Houseowners | |
| D1.4 HOUSEOWNERS COVER | |
| Insured Events | <p>Cover in respect of theft by domestic employees has been amended</p> <p><i>The forcible entry requirement for theft or any attempted theft whilst the buildings are in charge of domestic employees, has been deleted.</i></p> <p>Note: <i>in the event that a claim results from theft by a domestic employee, we may insist that a criminal charge be laid against such domestic employee before proceeding with the processing of the claim.</i></p> <p><i>Clause F) now reads as follows:</i></p> <p><i>You are covered for loss or damage to the buildings caused by the following insured events originating or occurring at the premises.</i></p> <p>F) Theft or any attempted theft, provided that theft or attempted theft from:</p> <ul style="list-style-type: none"> a) unattended buildings; or b) buildings in the charge of house-sitters; or c) buildings lent or sublet by you, or d) buildings in the course of construction, alteration, renovation, cleaning or repair <p><i>is accompanied by visible, forcible and violent entry into or exit from the buildings or following violence or threat of violence.</i></p> |

D1.5 HOUSEOWNERS EXTENSIONS

D1.5.9 Locks and keys

New standard extension – additional cover

9. Locks and keys

- A) We shall compensate you for the reasonable and necessary costs and expenses incurred as a direct consequence of the loss or damage to any keys to the buildings, including costs of modifying or replacing locks and remote controls.
- B) The compensation provided shall not exceed the amount stated in **Addendum B**.

D1.8 HOUSEOWNERS EXCLUSIONS

D1.8.3 Subsidence, landslip or heave

This exclusion has been added to clarify that the standard perils do not cover loss or damage caused by subsidence, landslip, or heave.

Loss or damage caused by subsidence, landslip or heave is only covered in terms of the relevant Extension or Optional Extension available under this section in the policy, which means that such loss or damage can only be claimed under these extensions.

The exclusion reads as follows:

3. Subsidence, landslip or heave

Unless otherwise provided for in Extension D1.5.16 and Optional Extension D1.6.1, we do not cover any loss or damage whatsoever caused by or resulting from subsidence, landslip or heave, even if such subsidence, landslip or heave was caused by any of the insured perils.

Section D02: Amendment Householders

D2.4 HOUSEHOLDERS COVER

Insured Events

Cover in respect of theft by domestic employees has been amended

The forcible entry requirement for theft or any attempted theft whilst the buildings are in charge of domestic employees, has been deleted.

Note: in the event that a claim results from theft by a domestic employee, we may insist that a criminal charge be laid against such domestic employee before proceeding with the processing of the claim.

Clause F) now reads as follows:

You are covered for loss or damage to the contents caused by the following insured events originating or occurring at the premises.

F) Theft or any attempted theft, provided that theft or attempted theft from:

- a) unattended buildings; or
 - b) buildings in the charge of house-sitters; or
 - c) buildings lent or sublet by you, or
 - d) buildings in the course of construction, alteration, renovation, cleaning or repair
- is accompanied by visible, forcible and violent entry into or exit from the buildings or following violence or threat of violence.

D2.8 HOUSEHOLDERS EXCLUSIONS

D2.8.1 Exclusion list

Exclusion B)c) has been amended to clarify that the exclusion of coins extends to gold coins and now reads as follows:

- c) deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, airtime vouchers, documents, manuscripts, medals or coins (**including gold coins**), except as specifically provided.

Section D06: Amendment Pleasure craft

D6.9 PLEASURE CRAFT EXCLUSIONS

D6.9.10 Territorial limits

Zambia has been added to the Territorial limits.

COMMERCIAL SECTIONS

Section C01: Amendment Fire

C1.1 FIRE DEFINITIONS

Hot Works

Definition added:

Any work or operation which involves heating, welding, soldering, brazing, grinding, melting, blow-torching, branding or cutting or any such works similar thereto.

C1.6 FIRE OPTIONAL EXTENSIONS

C1.6.3 Escalator clause

This clause has been extended to now also provide for second year inflation.

The clause reads as follows: (amendment in bold)

Escalator clause:

A) During the period of insurance (first year):

During each period of insurance, the sum(s) insured, as stated in the schedule, in respect of:

- a) buildings; and
- b) plant, machinery and all other contents;

of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

B) After the period of insurance (second year):

If, following a claim, the reinstatement or replacement of the insured property has not been completed by the end of the period of insurance, further inflationary costs incurred by you until final reinstatement or replacement has been completed, will be covered by us in the second year as follows:

If stated in the schedule, the sum(s) insured that existed during the period of insurance in which the claim occurred (as increased by the provision under A) above), shall be increased further by the percentage stated in the schedule.

- C) At each renewal date, you shall notify us of the sums(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this clause shall cease to apply.

C1.7 FIRE CLAUSES, CONDITIONS & WARRANTIES

C1.7.4 Hot Works warranty

The wording has been extended to now include the Hot Works warranty for ease of reference. Until now, the warranty was maintained as a separate document.

The warranty now reads as follows:

Hot Works warranty (if stated in the schedule to apply)

You must comply with the following express warranties:

- A) All Hot Works carried out at the premises shall only be carried out by a suitable qualified person.
- B) You and the person conducting any Hot Works operation or work on your behalf must at all times comply with any applicable legislation relating to the carrying out of such works.
- C) You and the person conducting any Hot Works operation or work on your behalf must at all times comply with any applicable internal safety rules or procedures that had been adopted by you.
- D) All Hot Works shall, as far as is reasonably possible, only be carried out within a designated and suitably equipped welding bay or workshop area which has been prepared for such activity.
- E) Any Hot Works operations or works shall:
 - a) only be carried out when you, your employees, your contractor, your agents or any person under your control or authority has taken all reasonable precautions to prevent the occurrence of an uncontrolled fire and the spread thereof from the site where such Hot Works are being undertaken;
 - b) only be carried out when it is safe to do so from a general fire safety perspective, having regarded to generally accepted fire safety practises;
 - c) only be carried out when a person who is suitably qualified and experienced to conduct such Hot Works is personally present at the site where such hot Works are being undertaken. Such person shall be present at such site at all times whilst such Hot Works are being conducted;

- d) only be carried out when there is adequate fire-fighting equipment present at the site where such Hot Works are being undertaken, having due regard to the specific conditions and circumstances (from a fire risk perspective) that may be present at such site;
- e) only be carried out when the area in the immediate vicinity of the work has been cleared of all combustible material so as prevent the Hot Works from causing the general area where the works are being undertaken to be set on fire. In the event of the Hot Works being carried out overhead, the area beneath such overhead area must be cleared of all combustible material so as to prevent the Hot Works from causing the general area beneath the works from being set on fire;
- F) You shall ensure that any area in which Hot Works are carried out is monitored for a period of not less than 60 (sixty) minutes after each occasion that such Hot Works activity ceases, to ensure that no potential fire hazard exists.
- G) On completion of the Hot Works, all equipment utilised must be returned to their demarcated storage areas.
- H) You undertake at all times during the existence of this policy of the insurance, to create a written Hot Works policy, which policy must be implemented and enforced by you.
- I) As part of such Hot Works policy, it must require any person that intends to undertake any Hot Works operation at the premises to apply for the granted permission to conduct such works in accordance with the relevant Hot Works permit.
- J) Prior to you, your employees, your contractors, your agents or any person under your control or authority engaging in any Hot Works activities, you will ensure that:
 - a) the Hot Works permit is duly completed, approved and signed-off by you or a senior member of management;
 - b) the person to whom such approval is granted understands the obligations imposed as set out in the Hot Works permit;
 - c) the person to whom such approval is granted undertakes to comply with the obligations imposed as set out in the Hot Works permit.
- K) In the event that we allege that a fire arose from or was in any manner connected to or caused by the Hot Works, the onus will be on you to prove that such fire did not arise from, nor was connected to nor caused by such Hot Works.

Section C02: Amendment Buildings Combined

C2.1 BUILDINGS COMBINED DEFINITIONS

Hot Works

Definition added:

Any work or operation which involves heating, welding, soldering, brazing, grinding, melting, blow-torching, branding or cutting or any such works similar thereto.

C2.6 BUILDINGS COMBINED OPTIONAL EXTENSIONS

C2.6.1 Escalator clause

This clause has been extended to now also provide for second year inflation.

The clause reads as follows: (amendment in bold)

Escalator clause:

A) During the period of insurance (first year):

During each period of insurance, the sum(s) insured under sub-section A of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

B) After the period of insurance (second year):

If, following a claim, the reinstatement or replacement of the insured property has not been completed by the end of the period of insurance, further inflationary costs incurred by you until final reinstatement or replacement has been completed, will be covered by us in the second year as follows:

If stated in the schedule, the sum(s) insured that existed during the period of insurance in which the claim occurred (as increased by the provision under A) above), shall be increased further by the percentage stated in the schedule.

- C) *At each renewal date, you shall notify us of the sums(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this clause shall cease to apply.*

C2.7 BUILDINGS COMBINED CLAUSES, CONDITIONS & WARRANTIES

C2.7.3 Hot Works warranty

The wording has been extended to now include the Hot Works warranty for ease of reference. Up to now, the warranty was maintained as a separate document.

The warranty now reads as per C1.7.4 under the Fire Section above.

Section C03: Amendment Office contents

C3.8 OFFICE CONTENTS EXCLUSIONS

C3.8.2 Territorial limits

Zambia has been added to the Territorial limits.

Section C07: Amendment Money

C7.3 MONEY COVER

7.3.1 Defined events

Zambia has been added to the Territorial limits.

Section C10: Amendment Goods in Transit

C10.1 GOODS IN TRANSIT DEFINITIONS

Means of conveyance

Definition added:

All vehicles owned, hired, or leased by you.

C10.3 GOODS IN TRANSIT COVER

C10.3.1 Types of cover

This clause has been amended to now include the above definition and reads as follows:

1. Types of cover

- A) *The indemnification under this section is subject to the limit of indemnity as well as the type of cover you have chosen, as stated in the schedule.*
- B) *There are 3 (three) types of cover under this section of the policy, namely:*
- a) **All risks cover** *(if stated in the schedule)*
*Loss of or damage to the whole or part of the property described in the schedule, owned by you or for which you are responsible, in the course of transit by the means of conveyance **as defined or** described in the schedule or other means incidental thereto and caused by any accident or misfortune not otherwise excluded, provided that our liability for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.*
 - b) **Fire, explosion, collision, derailment, overturning and subsequent theft** *(if stated in the schedule)*
The insurance under this cover type is limited to loss or damage resulting from:
 1. *fire or explosion; or*
 2. *collision or the overturning or derailment of the means of conveyance **as defined or** described in the schedule; and*
 3. *theft following any of the aforementioned events.*
 - c) **Fire, explosion, collision, derailment, overturning** *(if stated in the schedule)*
The insurance under this cover type is limited to loss or damage resulting from:
 1. *fire or explosion; or*
 2. *collision or the overturning or derailment of the means of conveyance **as defined or** described in the schedule.*

C10.5 GOODS IN TRANSIT OPTIONAL EXTENSIONS

| | |
|-------------------|---|
| C10.5.3 Livestock | <p>The Optional Extension has been extended to include hijacking</p> <p>Clause B) now reads as follows: (amendments in bold text)</p> <p>3. Livestock</p> <p>B) In consideration of the payment of an additional premium, this section is extended to include death of or loss of livestock by:</p> <ul style="list-style-type: none"> a) fire or explosion; or b) collision or the overturning or derailment of the means of conveyance as defined or described in the schedule; c) theft following any of the aforementioned events; and d) hijack during the course of transit; <p>whilst being transported within the territorial limits.</p> |
|-------------------|---|

C10.7 GOODS IN TRANSIT EXCLUSIONS

| | |
|----------------------------|---|
| C10.7.7 Territorial limits | Zambia has been added to the Territorial limits. |
|----------------------------|---|

LIABILITY SECTION

Section LC01: Amendment Public liability (Commercial)

LC1.3 PUBLIC LIABILITY COVER

| | |
|-----------------------------|--|
| LC1.3.2 Limits of indemnity | <p>This clause has been amended to include reference to the limits of indemnity set out in Annexure B and reads as follows: (amendments in bold text)</p> <p>2. The limits of indemnity</p> <p>The amount payable, 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 one event or series of events with one original cause or source, shall not exceed the lower of the limit of indemnity stated in the schedule or the amount in Addendum B.</p> |
| LC1.3.3 Territorial limits | Zambia has been added to the Territorial limits. |

LC1.7 PUBLIC LIABILITY EXCLUSIONS

| | |
|----------------------|---|
| LC1.7.8 Jurisdiction | Zambia has been added to the Territorial limits. |
|----------------------|---|

MOTOR SECTION

Section MC01: Amendment Motor (Commercial)

MC.6 MOTOR CLAUSES, CONDITIONS & WARRANTIES

| | |
|-------------------------------------|---|
| MC1.6.8 Satellite tracking warranty | Reference to satellite tracking devices installed prior to 1 April 2018 has been deleted. |
| MC1.6.11 Towing outside RSA | Zambia has been added to the territorial limits with regards to towing outside the Republic of South Africa. |

MC1.7 MOTOR EXCLUSIONS

| | |
|----------------------------|---|
| MC1.7.6 Territorial limits | Zambia has been added to the Territorial limits. |
|----------------------------|---|

ADDENDUM A: EXCESSES

NON-MOTOR EXCESSES

| Section: General | Current excess | Amended excess |
|--|--|--|
| Lightning strike / power surge | 10% of gross claim, minimum R1 000 | 10% of gross claim, minimum R1 500 |
| All flood damage as a result of the Vaal and Orange rivers overflowing their banks | 25% of claim | No cover |

| Section D01: Houseowners | Current excess | Amended excess |
|--------------------------------|---|--|
| Solar panels and solar geysers | R1 000 per claim | 10% of claim , minimum R1 000 |
| Subsidence, landslip and heave | 5% of sum insured, minimum R5 000, maximum R25 000 | 1% of sum insured , minimum R5 000 |

MOTOR EXCESSES

| Category A: Sedans / LDVs | Current excess | Amended excess |
|--|---|--|
| 1. Basic first amount payable (description of use: private or farming): a) gross claim below R200 000 b) gross claim above R200 000 | a) R3 850 per claim b) 2.5% of gross claim | a) R4 500 per claim b) 2.5% of gross claim |
| 2. Basic first amount payable (description of use: business): a) gross claim below R200 000 b) gross claim above R200 000 | a) R3 850 per claim b) 2.5% of gross claim | a) R4 500 per claim b) 5% of gross claim |

| Category B: Commercial vehicles | Current excess | Amended excess |
|---|--------------------------------------|---|
| 1. Basic first amount payable a. maximum indemnity stated in the schedule less than R250 000 | a) 5% of gross claim, minimum R3 850 | a) 5% of gross claim, minimum R4 500 |

| Category D: Motorcycles | Current excess | Amended excess |
|-------------------------------|-----------------------------------|--|
| 1. Basic first amount payable | 5% of gross claim, minimum R1 000 | 5% of gross claim, minimum R1 500 |

ADDENDUM B: LIMITS

| Section D01: Houseowners | Current limit | Amended limit |
|--|-------------------|-------------------------|
| Extension D1.5.12 Power surge (unless a higher limit has been selected and stated in the schedule) | R10 000 per claim | R5 000 per claim |

| Section D02: Householders | Current limit | Amended limit |
|--|-------------------|-------------------------|
| Extension D2.5.15 Power surge (unless a higher limit has been selected and stated in the schedule) | R10 000 per claim | R5 000 per claim |

| Section LC01: Public liability (Commercial) | Current limit | Amended limit |
|---|--|--|
| Limit of indemnity | Limit stated in the schedule for each and every loss | Limit stated in the schedule for each and every loss, limited to R50 000 000 in your 12-month period of insurance |