



**FUEL STATION
ADDENDUM**

TO AND FORMING
PART OF
CIB COMMERCIAL
POLICY WORDING

This **Addendum** supersedes all previous Policy Wordings and / or **Annexures** to which cover has been agreed in terms of **Our** Fuel Station Product. All of which are cancelled and replaced with this Fuel Station **Addendum** and must be read together with:

1. the CIB Commercial **Policy** Wording, and / or
2. **Your** Fuel Station **Schedule**, and /or
3. **Your** Fuel Station **Annexure**.

These documents will tell **You** all that **You** need to know about the Cover, Terms, Conditions and Limitations relating to the insurance that **You** have purchased.

Any extension / benefit which do not have a wording assigned within this **Addendum** will have the cover provided as contained in the CIB Commercial **Policy** Wording

For the purpose of this Fuel Station Product Addendum the following Sections which appear in the CIB Commercial Policy Wording are deleted
Section 2: Buildings Combined
Section 16: Schools Liability

POLICY REFERENCE	COMMENT
PART 2	
GENERAL CONDITIONS	
Fire protection condition	<p>It is a condition precedent to Our liability that:</p> <ol style="list-style-type: none"> 1. all fire-fighting equipment and fire protections at Your premises noted in the Schedule are installed, maintained and serviced in accordance with the National Building Regulations or Building Standards Act 1977 or any other law as may be contained in the respective Emergency Services Bylaws. The local fire brigade can assist You or You can contact a registered fire equipment company to give You guidance. 2. You comply with the Law inclusive of all obligations and Regulations imposed by any Authority inclusive of the National Building Regulations or Building Standards Act 1977 or any other law as may be contained in the respective Emergency Services By-laws.
Flammable liquids storage restriction	<p>It is a condition precedent to Our liability that unless otherwise agreed by Us that the buildings as stated in the Schedule, are regarded as not being used for the storage of any hazardous or flammable substances</p>



<p>Fuel dispensing units and / or storage tanks bund requirement condition</p>	<p>Regardless of anything contained to the contrary it is noted and agreed that:</p> <ol style="list-style-type: none"> 1. no fuel dispensing unit and / or storage tank will be situated less than 3.5 meters from any lateral boundary or street boundary of any site except where there is a boundary wall and such wall has a fire resistance of at least: <ol style="list-style-type: none"> 1.1. 120 minutes, and 1.2. is no less than 1,8 meters in height, and 1.3. extends no less than 2 meters on each side of such pump or tank. <p>Further conditional that:</p> <ol style="list-style-type: none"> 2. bund walls and brick saddles must have a fire rating of at least four hours (200mm solid brick; 150mm reinforced concrete), and <ol style="list-style-type: none"> 2.1. bund walls must be at least 450mm high, and 2.2. bund walls must be at least 500mm from side of tank, and 2.3. floors of bunded areas must be of impervious solid concrete sloping to one end, and 2.4. bunded areas must be kept clear of all combustibles, and 2.5. drain valves must be fitted at lower ends to enable rain water to be drained to the outside of such bunded areas, and 2.6. the volume of bunded areas must be at least 110% of the volume of tanks. 3. You must provide 1 x 9kg dry chemical type fire extinguisher at each and every pump, and <ol style="list-style-type: none"> 3.1. provide symbolic “NO SMOKING” signs, and 3.2. provide suitable switches located in readily accessible positions remote from each pump, for shutting off the power to any pump in case of emergency, and 3.3. all free standing pumps and equipment must be barricaded against accidental damage from vehicles and machinery, 3.4. provide a notice above the “MASTER CIRCUIT BREAKER” in 60mm letters in both official languages to read “EMERGENCY – PUMP SWITCHES” in black letters on a yellow background. 4. Siting of tank(s) <ol style="list-style-type: none"> 4.1. must avoid low-lying areas that are vulnerable to flooding, 4.2. must be located so as not to be exposed to mechanical damage, interference, or excessive heat, and, in the event of a fuel spillage the fuel cannot reach any heated surface,
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	<p>4.3. must not be closer than 3m from any opening in any building,</p> <p>Your failure to comply with these conditions will result in there being no cover in force</p>
GENERAL EXCLUSIONS	
Tanks sited in buildings	This Policy does not cover damage directly or indirectly arising out of, caused by attributed to or resulting from tanks sited in buildings.
GENERAL PROVISIONS	
Claims preparation costs	Our liability for such costs in respect of any one claim will not exceed R 100 000 or the amount stated in the Schedule .

PART 3

SECTION 1: FIRE AND ALLIED PERILS

SPECIFIC EXTENSIONS

<p>Subsidence and landslip extension (fuel in underground tanks)</p>	<p>We will indemnify You for accidental, sudden and unforeseen physical damage to underground tanks caused by subsidence and landslip inclusive of the loss of fuel in such tanks, Provided that Our liability in respect of such a claim will not exceed the amount in the Schedule / Annexure for any one event.</p> <p>This Specific Extension does not cover:</p> <ol style="list-style-type: none"> 1. any damage caused by or attributable to workmen engaged in making structural alterations to Underground Tanks, 2. any additions or repairs to any buildings situated at the insured premises, 3. any damage caused by or attributed through or in consequence of faulty design or construction, <p>any consequential loss of any kind whatsoever except loss of rent as insured under “Item 2 – Rent” specifically insured under this Section.</p>
<p>Shade / hail netting, blinds, signage and canopies extension</p>	<p>We will indemnify You for accidental, sudden and unforeseen physical damage to shade / hail nets, blinds, signage and canopies, provided that such shade / hail nets, blinds, signage and canopies are not insured elsewhere (whether under this Policy or not). The cover afforded under this Specific Extension is limited to the amount shown in the Schedule / Annexure per event.</p> <p>Further noted that shade / hail nets older than 5 years are specifically excluded from this Specific Extension.</p>
<p>Fuel leakage extension</p>	<p>The insurance granted by this Section is inclusive of accidental, sudden and unforeseen physical damage caused by the leakage of fuel from petrol pumps or underground petrol storage tanks as a result of any of the perils covered by this Section, inclusive of the resultant loss of such fuel provided that the limit of Our liability in respect of such loss or damage will not exceed the amount stated in the Schedule / Annexure.</p>
<p>Fuel contamination extension (as a result of the ingress of water into such tanks)</p>	<p>In the event of fuel in underground tanks becoming contaminated as a result of accidental, sudden and unforeseen ingress of water into such tanks, then We will pay for the cost of pumping such fuel from the tanks (less the cost of any salvage payment on such fuel from the oil company concerned) and pay to You, the difference in the purchase price of the contaminated fuel and the replacement fuel should a price increase have occurred in the interim.</p> <p>Provided that the limit of Our liability in respect of this Specific Extension will not exceed the amount stated in the Schedule / Annexure for any one event.</p>

<p>Accidental chilled / refrigerated stock extension</p>	<p>The insurance provided by this Section is inclusive of accidental, sudden and unforeseen physical destruction of or damage to chilled / refrigerated stock hereby insured which may be caused by change of temperature resulting from the total or partial disablement of the refrigeration plant by any event insured in terms of this Section, excluding damage as a result of the deliberate withholding of power by the supply authority.</p> <p>This Specific Extension only applies to stock in the refrigeration or freezer units and We will not indemnify You for breakdown / damage and / or loss to the unit / machinery and / or any consequences thereof.</p> <p>Provided that no item claimed for under this Specific Extension will surpass its “sell by” date should such a date be noted and Our liability will not exceed the amount as stated in the Schedule / Annexure whichever is the greater.</p>
<p>Fatal injury to employees</p>	<p>The insurance granted by this Section is inclusive of fatal injury to any of Your employees sustained whilst on Your premises and occasioned by fire, provided that a fire brigade attends to or is summoned and death ensues within three months of such injury.</p> <p>We will pay to the Executors or Administrators of the deceased’s estate the sum per person, per event as stated in the Schedule / Annexure.</p>
<p>Discharge of weapons</p>	<p>We will indemnify You for damage to contents and stocks caused by the discharge of weapons during an armed robbery. Provided that the limit of Our liability in respect of damage will not exceed R10 000 any one event, limited to R20 000 in the Annual Period.</p>
<p>SECTION 4: BUSINESS INTERRUPTION</p>	
<p>SPECIFIC EXTENSIONS</p>	
<p>Franchise fees and royalties payable to the franchisor extension</p>	<p>We will indemnify You in respect of Franchise Fees and Royalties payable to the Franchisor subject to the underlying Terms, Conditions and Definitions contained under items 1: Gross Profit (Difference and Additions basis) it is specifically noted that:</p> <ol style="list-style-type: none"> 1. any usual Franchise fees calculated on a flat or fixed amount and which regardless of the interruption of or interference with the Business remains payable by You to the Franchisor, will be deemed to be included as Standing Charges for the purposes of calculating the Gross Profit and for the application of the Rate of Gross Profit, 2. any usual franchise fees calculated on a percentage of Turnover, Gross Profit or Net Profit and which, regardless of the interruption of or interference with the Business remains payable by You to the Franchisor, will be deemed to be included as Standing Charges for the purposes of calculating the Gross Profit and for the application of the Rate of Gross Profit.

SECTION 7: MONEY	
SPECIFIC EXTENSIONS	
Receptacles inclusive of ATMs	<p>We agree to indemnify You in respect of Money in ATM's for which You are Responsible as per the SABS category safe limit indicated on the Schedule depending on the type of ATM and its relevant SABS Categorisation.</p> <ol style="list-style-type: none"> Our maximum liability in respect of any one occurrence or event will not exceed the amount stated in the Schedule / Annexure.
Fraudulent use of credit cards	<p>We will indemnify You for accidental, sudden and unforeseen loss of Money arising as a result of fuel purchases being made by customers with fraudulent or stolen credit cards, provided that:</p> <ol style="list-style-type: none"> Our maximum liability in respect of any one occurrence or event will not exceed the amount stated in the Schedule / Annexure, Our liability during any Annual Period will not exceed the amount stated in the Schedule / Annexure in the aggregate.
Post trauma counselling	<p>If an insured event for which We have admitted liability under the Policy causes trauma to You or to an employee or guest of Yours, We will pay the costs necessarily incurred for post-trauma counselling up to a maximum amount stated in the Schedule / Annexure per person with a limit as stated in the Schedule / Annexure per event</p>
Bilking	<p>We will indemnify You for accidental, sudden and unforeseen loss of Money as a result of customers absconding before payment of their fuel purchase can be collected from them, provided that:</p> <ol style="list-style-type: none"> Our maximum liability in respect of any one occurrence or event will not exceed the amount stated in the Schedule / Annexure, Our liability during any Annual Period will not exceed the amount stated in the Schedule / Annexure in the aggregate.