



Coverholder at **LLOYDS**

F&I TERMS & CONDITIONS - IMPORTANT PLEASE READ:

Welcome to F&I, please find below our Terms and Conditions

The Contract

This policy is a contract between you, the insured and the insurance company as stated in your schedule and is administered by F&I Insurance which is an Underwriting Management Agency registered in terms of the Financial Services Conduct Authority, Licence number FSP 9134.

Details of your insurance company, your broker and the underwriting manager, are contained in your schedule of insurance.

The policy must be read together with the schedule as these and any endorsements as these form part of a single contract.

Important: Please ensure that the cover provided meets your requirements. If not, please contact us or your broker as soon as possible. Please ensure you have read the policy conditions, policy warranties on each section and that you understand that compliance with these are a prerequisite to any claim you may have. Should you require clarity on any of these conditions please do not hesitate to contact us.

There are General Exceptions, Exclusions, Conditions of Cover and Claim Procedures which are applicable to all sections of the policy that must be adhered to for your covers. All policy wordings are available for your perusal on our web page on www.fiinsure.co.za.

Please Note: This contract is based on information provided by you and your broker and is underwritten by ourselves on the information and facts provided. It is important to note that under South African law it is your duty to disclose all Material Facts prior to inception of the Policy, and to keep us informed of any changes to such facts or any new facts throughout the period of insurance of the Policy. A Material Fact is a fact which may influence an Insurer's judgement in their assessment of a risk. If you are in any doubt as to whether a fact is material, we recommend that it be disclosed. Failure to not disclose Material Facts may entitle Insurers to void the Policy from inception.



Subject to the premium being paid and compliance with these terms and conditions of this policy, we will provide cover as set out in the policy schedule and wording, up to the sums insured or limits of indemnity as stated in the schedule of insurance. Thank you for choosing us as your insurer. Should you have any queries we will gladly provide any assistance you may need.

DISCLOSURE

Please note, Under the General Exceptions, conditions and provisions of your policy, It is your duty to disclose all Material Facts to insurers prior to inception of the policy and to keep them advised of any changes to such facts or any new facts throughout the currency of the policy and upon renewal of the policy.

This cover excludes any Riot Wraparound or PTS cover / This quote excludes any Advanced Loss of Profits cover

Electrical and Mechanical Breakdown unless stated as included and will be subject to sudden and unforeseen physical damage / Unexplained or mysterious disappearance of property is excluded. /Non-macadamised roads are excluded.

SPECIFIC CONDITIONS OF COVER

In addition to the General Policy Conditions and Policy Wordings these conditions form part of the policy contract .

1. If this policy incorporates a provision for a self-insured Aggregate of losses, in any format, no new claims may be included later than 90 days after the expiry of the period of insurance, at which time the Aggregate will deemed to be closed, subject to finalization of any outstanding claims already recorded to the Aggregate record.
2. If any section of this policy is subject to Declaration Conditions, we require such declarations within 30 days of expiry of the period of insurance. Failing which the Declared Value / Sum Insured will be deemed to have been declared as actual and invoiced accordingly.
3. If this quote is providing DIC/DIL cover to a policy issued elsewhere, a copy of such policy must be provided to F&I for consideration before cover under this extension will be accepted.
4. If Port Blockage cover is required then such cover is restricted to South African ports only, unless specifically agreed in writing by F&I, prior to inception of cover
5. Customers/Suppliers clause - Customers and Suppliers are direct, first tier only and are subject to out territorial limits.
6. Should this policy be issued on a collective basis, F&I will not agree to any "Follow the Lead" or Co-Insurers' Agreement clause, where F&I is a non-lead co-insurer. F&I requires that each Co-insurer be liable for payment of their proportion of each and every claim admitted under this policy irrespective of the amount claimed.



F&I TERMS AND CONDITIONS

7. F&I reserves the right to undertake Technical and / or Commercial Surveys at any of the Risk locations. In this regard, F&I is to be allowed access to any premises of the Insured, with reasonable notice, for inspections or surveys. *F&I will not contribute towards third party surveys and will undertake the underwriting surveys at our own costs*
8. Where any extensions are shown under the Schedule of Limits of Liability and a limit is not shown, these shall be limited to R1,000,000. Should a higher limit be required for any extension, such extension and limit must be agreed and rated by F&I Insure prior to inception of cover.
9. If the quotes herein are based on Policy Loss Limits, it is warranted that no higher layers are purchased. F&I is to be notified immediately if higher layers are being quoted on or purchased.
10. This insurance policy does not cover destruction of or damage to plant and machinery in the course of construction or erection, dismantling, revamp, return to operation/service of property under care & maintenance conditions or undergoing testing and commissioning including mechanical performance testing and any business interruption resulting therefrom.
11. All other extensions and limits not specifically shown under the Schedule of Limits of Liability are automatically excluded from cover.
12. Where extension's appear in the schedule which are not provided for in the policy wording, such extensions shall take on their normal grammatical meaning in the English language but are always subject to the Defined events of this section in this policy wording.



F&I TERMS AND CONDITIONS



Lloyd's Insurance

F&I CO-INSURANCE/ REINSURANCE / CO INSURANCE TERMS & CONDITIONS ARE SUBJECT TO THE FOLLOWING LLOYD' S CONDITIONS

Conditions:

- Conformity Clause – as attached
- NMA2919 War and Terrorism Exclusion Endorsement
- NMA1622 Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause
- NMA2915 Electronic Data Endorsement B
- LMA5213 Sanctions Limitation and Exclusion Clause
- Asbestos Endorsement LMA5019 (14/09/05) as attached
- Biological or Chemical Material Exclusion NMA2962 (06/02/03), as attached
- Additional limitations and Conditions Endorsement (Standard) NMA2560 (13/05/93), as attached
- Excluding all forms of CAR/EAR and SASRIA risks
- Riot, strikes and civil commotion and CBI sub-limited below layer attachment
- Excluding political risks
- Average Clause NMA 348 (22/10/17) as attached
- Application of Sublimit Endorsement LMA5130 (05/03/09) as attached
- NMA2738 Claims Cooperation Clause (LM4) – as attached
- LMA 5393 – Communicable Disease Endorsement

Express Warranties: LMA5062 Fraudulent Claims Clause – as attached
Excluding ex gratia and without prejudice payments.

Choice of Law & Jurisdiction: This Reinsurance shall be governed by and construed in accordance with the Laws of South Africa and each party agrees to submit to the exclusive jurisdiction of the Courts of South Africa in the event of a dispute arising hereunder as per NMA1483 (amended) Overseas jurisdiction Clause, naming Lloyd's South Africa (Pty) Ltd, in respect of Lloyd's Underwriters only.



WAR AND TERRORISM EXCLUSION ENDORSEMENT (Reinsurance)

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excluded loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contribution concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power; or
2. Any act of terrorism
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, 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.

This endorsement also excludes loss, damage, cost, or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CONFORMITY CLAUSE

It is hereby noted and agreed that:

-) Wherever the words "Reassured", and "Underwriters" appear in this Contract, they shall be deemed to read "Reinsured" and "Reinsurers" respectively.
-) Wherever the words "Insured" or "Assured" appear in this Contract, they shall be deemed to read "Original Insured".
-) Wherever the words "the Policy" or "this Policy" appear in this Contract, they shall be deemed to read "this Contract"

RADIOACTIVE CONTAINMENT AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

This policy does not cover

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss



- b) Any legal liability of whatsoever nature
directly or indirectly caused by or contributed to by or arising from
- i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claims hereunder shall be forfeited.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10 LMA5213

ASBESTOS ENDORSEMENT

- A. This policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle; aircraft or vessel.
riot or civil commotion, vandalism, or malicious mischief; or accidental discharge of
fire protective equipment

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expirations, or termination, of the period of insurance
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - i. Any faults in the design, manufacture, or installation of the asbestos.
 - ii. Asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.



BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962
06/02/03

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions, and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense, or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the 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 insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393 25 March 2020



ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanically data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to Trojan Horses, worms and time or logic bombs.

- a) However, in the event that a peril listed below results from any of the matters described in the paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

NMA2915 25/01/01

CLAIMS CONTROL CLAUSE (LM4)

Notwithstanding anything to the contrary contained in this Reinsurance, it is a condition precedent to Reinsurers liability under this Reinsurance that:

- a) The reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstance, which could give rise to such a claim.



F&I TERMS AND CONDITIONS

- b) The Reinsured shall furnish the Reinsurers with all information known to the Reinsured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the Reinsurers fully informed as regards all development relating thereto as soon as reasonably practicable.
- c) The Reinsurers shall have the right at any time to appoint adjusters and/or representatives to act on their behalf to control all investigations, adjustments, and settlements in connection with any claim notified to the Reinsurers as aforesaid.
- d) The Reinsured shall co-operate with the Reinsurers and any other person or persons designated by the Reinsurers in the investigation, adjustment, and settlement of such claim.

(RE)INSURERS LIABILITY CLAUSE

(Re)insurers liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

This Certificate is issued in accordance with the authorisation granted to the Coverholder by certain Underwriters at Lloyd's (hereinafter called Underwriters), whose syndicate numbers and the proportions underwritten by them can be ascertained from the offices of said Coverholder and in consideration of the premium specified herein, Underwriters do hereby bind themselves, severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Coverholder referred to herein is Factory and Industrial Risk Managers (Pty) Ltd

The Assured is requested to read this Certificate, and if not correct, return it immediately to the Coverholder for appropriate alteration.

In the event of a claim under this Certificate, please notify the Coverholder who is acting as the agent of Underwriters.



CERTIFICATE PROVISIONS

1. Service of Suit.

In the event of any litigation arising out of insurance assumed hereunder, Lloyd's South Africa (Pty) Ltd., The Forum, 15th Floor, The Forum, 2 Maude Street, Sandton 2196, South Africa, is required, in terms of the Short-Term Insurance Act No 53 of 1998, to accept service of suit against Underwriters.

2. Assignment.

This Certificate shall not be assigned either in whole or in part without the written consent of the Coverholder endorsed hereon.

3. Complaints

If you have any complaints concerning your insurance, please contact the Coverholder.

4. Attached Conditions Incorporated.

This Certificate is issued and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered incorporated herein.

It is understood and agreed that wherever the words Insured/Company appear herein the same shall be deemed to read Assured/Underwriters, respectively.

This Insurance shall be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

It is hereby understood and agreed that wherever the words Insured, Insurers and Policy appear herein, the same shall be deemed to read Assured, Underwriters and Certificate, respectively.



Lloyd's Insurance

All other terms and conditions remain unaltered.

INSURANCE IS EFFECTIVE WITH CERTAIN UNDERWRITERS AT LLOYD'S UNDER

BINDING AUTHORITY REFERENCE: B0572YF20FM01

SECURITY DETAIL

SECTION 1 - PROPERTY

Syndicate Name	Syndicate Number
Axis	1686
Kiln	510
Map	2791
Argent	212
WRB	1967
AML	2001
QBE	1886

SECTION 2 - LIABILITY

Syndicate Name	Syndicate Number
Axis	1686

Several Liability

The liability of the Underwriters is several and not joint and it is limited solely to the extent of their individual proportions. The Underwriters are not responsible for the subscription of any co-subscribing underwriter or any other or co-insurer who for any reason does not satisfy all or part of its obligations.

LSW1001

Form approved by Lloyd's Market Association
SAC LMA3113 (01/01/18)