



FIRE SECTION

Defined events

Damage to the whole or part of the properly described in the schedule, owned by the insured or for which they are responsible, including any alterations by the insured as tenants to the buildings and structures, by

1. fire
2. lightning or thunderbolt
3. explosion
4. such additional perils as are stated in the schedule to be included

Specific exceptions

1. This section does not cover earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion of nature (other than subterranean fire)

Any damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be damage which is not covered by this insurance, except to the extent that the insured shall prove that such damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where the company alleges that by reason of this exception any damage is not covered by this insurance, the burden of proving the contrary shall be on the insured

2. Unless specifically included, this insurance does not cover
 - (i) damage to property occasioned by its undergoing any heating or drying process
 - (ii) damage to property which at the time thereof is insured by or would but for the existence of this insurance be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected

Specific condition

Average

If the property insured 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 the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item if more than one shall be separately subject to this condition

Additional perils (if stated in the schedule to be included)

It is understood and agreed that in respect of each additional perils extension included in this insurance

- (a) all the exceptions and conditions applicable to this insurance shall apply as if they had been incorporated therein
- (b) for the purposes thereof any damage insured shall be deemed to have been caused by fire

Earthquake extension

Damage caused by earthquake but excluding damage to property in the underground workings of any mine

Special perils extension

Damage caused by

1. storm, wind, water, hail or snow
excluding damage to property

- (a) arising from its undergoing any process necessarily involving the use or application of water
 - (b) caused by tidal wave originating from earthquake or volcanic eruption
 - (c) in the underground workings of any mine
 - (d) in the open (other than buildings structures and plant designed to exist or operate in the open)
 - (e) in any structure not completely roofed
 - (f) being retaining walls
2. aircraft, other aerial devices or articles dropped therefrom
excluding damage caused by sonic shock waves

unless so described and specifically insured as a separate item

3. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles

This extension does not cover

1. wear and tear or gradual deterioration
2. damage caused or aggravated by
 - (a) leakage or discharge from any sprinkler or drencher system or other fire extinguishing installations or appliances in the buildings insured hereby or in buildings containing property insured hereby
 - (b) subsidence or landslip
 - (c) the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage

Leakage extension

Damage caused by discharge or leakage from fire extinguishing installations/appliances If a first loss limit is shown against this additional peril in the schedule, the amount of such limit shall be the maximum liability of the company in respect of any one event and, for the purposes of this extension only, the following shall be substituted for the average condition hereinbefore expressed:

If the property insured is at the commencement of any damage to such property by discharge or leakage, collectively of greater value than the sum insured thereon against fire damage, then the company shall be liable under this extension only for that proportion of the first loss limit as the sum insured against fire bears to the total value of such property and the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, to which this extension applies shall be separately subject to this clause.

In respect of this extension only, specific exception 1 to this section is deleted

Subsidence and landslip extension

Damage caused by subsidence or landslip provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1 per cent of the sum insured on the property or M500 whichever is the greater.

This extension does not cover

1. damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured
2. damage caused by or attributable to
 - (a) faulty design or construction of or the removal or weakening of support to any building situated at the insured premises
 - (b) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises
 - (c) excavation on or under land other than excavation in the course of mining operations
3. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

In any action suit or other proceeding where the company alleges that by reason of the provisions of these exceptions any damage is not covered by this insurance the burden of proving the contrary shall be upon the insured

Clauses and extensions

Rent clause (if insured under column 2)

The company will pay the amount of rent receivable rent payable or rental value (as the case may be) defined hereunder in the event of the premises stated in the schedule being rendered untenable during the term specified therein in consequence of damage by a defined event.

- (I) Rent receivable — the actual rent receivable by the insured at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let
- (II) Rent payable — the actual rent payable by the insured to the owner or landlord of the said premises
- (III) Rental value — the actual rental value of the said premises.

The amount payable in terms of this clause shall be in the proportion which the amount insured bears to the actual rent receivable/rent payable or rental value of the premises as the case may be and if the premises are not untenable during the whole of the aforesaid term, the company shall only be liable to pay such proportion of the amount payable as the period of time during which the premises may remain untenable bears to the whole term specified above, but the period shall not exceed the time which would be required to place the premises in a tenable condition.

Designation of property clause

For the purpose of determining where necessary the column under which any property is insured, the company agrees to accept the designation under which such property has been entered in the insured's books.

All other contents clause

The term all other contents referred to in the definition of property under column 3 of the schedule includes, but is not restricted to personal effects, tools and pedal cycles, the property of the insured or directors or employees of the insured in so far as such property is not otherwise insured

The benefit under this extension is limited to M2 000 for any one individual in respect of property lost or damaged whilst on the insured's premises.

Limitations clause

The company's liability under column 3 of the schedule is restricted in respect of

- (a) money and stamps to a limit of M1 500
- (b) documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds to the value of materials and sums expended in labour.

Alterations and misdescription clause

The insurance under this section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant provided that notice is given to the company as soon as practicable after such event and the insured agree to pay additional premium if required.

Architects' and other professional fees clause

The insurance under columns 1 and 3 of the schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 15 per cent of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured on the property affected The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the insured's claim.

Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than stock and materials in trade for an amount not exceeding 15 per cent of the sum insured thereon, it being understood that the insured undertake to advise the company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Cost of demolition and clearing and erection of hoardings clause

The insurance under this section includes costs necessarily incurred by the insured in respect of the demolition of buildings and machinery and/or the removal of debris (including stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The Company will not pay for any costs or expenses

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this policy/section

Fire extinguishing charges clause

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section provided that the insured is legally liable for such costs and the insured property was in danger from the fire.

Mortgagee clause

The interest of any mortgagee in this insurance shall not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge the mortgagee shall however inform the company as soon as any such act or omission comes to his knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause be assumed by the company

Municipal plans scrutiny fee clause

The insurance under column 1 of the schedule includes municipal plans scrutiny fee provided that the total amount recoverable under any item shall not exceed the sum insured on the building affected

Public authorities' requirements clause

The insurance under this section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial municipal or other local authority provided that

1. the amount recoverable under this clause shall not include
 - (a) the cost incurred in complying with any of the aforesaid regulations
 - (i) in respect of damage occurring prior to granting of this clause
 - (ii) in respect of damage not insured under this section
 - (iii) under which notice has been served upon the insured prior to the happening of the damage
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged
 - (b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the company under this clause not being thereby increased
3. if the liability of the company under any item of this section apart from this clause shall be reduced by the application of any of the terms exceptions and conditions of this section then the liability of the company under this clause in respect of any such item shall be reduced in like proportion.
4. the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

Railway and other subrogation clause

The insured shall not be prejudiced by signing the "South African Transport Services Cartage (Hazardous Premises) Indemnity 1952" or other special agreements with the South African Transport Services Administration regarding private sidings or similar agreements with other government bodies

Reinstatement value conditions

In the event of property other than stock being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the insured property when new

provided that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made
2. until expenditure has been incurred by the insured in replacing or reinstating the property the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein
3. if at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision
4. these conditions shall be without force or effect if
 - (a) the insured fail to intimate to the company within six months of the date of damage or such further time as the company may in writing allow their intention to replace or reinstate the property
 - (b) the insured are unable or unwilling to replace or reinstate the property on the same or another site

Alternative replacement conditions (design capacity) clause

In the event of the property insured which has a measurable function, capacity or output being damaged by a defined event and it not being possible to replace or reinstate such property in terms of the reinstatement value conditions, then the company will pay the cost of replacing such property with property the quality, capacity, function or output of which is as near possible but not inferior to that of the original property

provided that

1. Proviso 1,2,3 and 4 of the reinstatement value conditions apply equally to this clause
2. In applying the provisions of proviso 3 of the reinstatement value conditions, the cost (as provided for in proviso 3) which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged will be increased by such amount payable under the alternative replacement clause which is in excess of that which would have been payable under the reinstatement value conditions clause, had it been possible to replace the property in terms thereof.

Temporary removal clause

Except in so far as it is otherwise insured the property insured is covered whilst temporarily removed elsewhere on the premises stated in the schedule or to any other premises including transit by road, rail or inland waterway anywhere within the area which on 1 January 1976 constituted the Republic of South Africa, South West Africa/Namibia, Botswana Lesotho, Swaziland, Zimbabwe and Malawi.

provided that

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process the liability of the company shall not exceed 15 per cent of the sum insured applicable to any Item
2. the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on that part of the premises from which the property is temporarily removed

Tenants clause

The company's liability to the insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the insured) without the insured's knowledge The insured shall, however, inform the company as soon as any such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the company

Stock declaration conditions (if stated in the schedule to be included)

In respect of stock and materials in trade insured under this section being subject to the stock declaration conditions, the premium is calculated on 75 per cent of the sum or sums insured thereon, subject to the following specific conditions

Specific conditions

1. (a) the insured shall declare to the company in writing the market value of their stock and materials in trade on the last day of each month/quarter (as stated in the schedule) and shall make such declaration within 30 days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof
(b) after each period of insurance the premium shall be calculated on the average sum insured namely the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made If the resultant premium shall differ from the provisional premium the difference shall be payable by or to the insured as the case may be, but the amount payable by the company shall not exceed 50 per cent of the provisional premium
2. any claim hereunder shall be settled on the basis of the market value immediately anterior to the damage
3. if after the occurrence of damage it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by the insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount The provisions of this condition shall if applicable operate cumulatively with the provisions of the specific condition relating to average
4. in consideration of the insurance not being reduced by the amount of any loss the insured shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from the final adjustment premium
5. the liability of the company shall not exceed the sum insured and premium shall not be receivable on values in excess thereof
6. the above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

Public supply connections clause

This section is extended to cover accidental damage to water, sewerage, gas, electricity and telecommunications connections, the property of the insured or for which they are legally responsible between the property insured and the public supply or mains.

Escalator clause extension (if stated in the schedule to be included)

During each period of insurance, the sum(s) insured under columns 1 and/or 3 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 otherwise agreed, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the insured shall notify the company of the sum(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.

The additional premium for this extension shall be 50 percent of the premium produced by applying the percentage specified for the sum insured to which this extension applies.

Disposal of Salvage (if stated in the schedule to be included)

Without diminishing the rights of the company to rely on the provisions of the general conditions in the event of a loss the company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the insured provided that the insured can establish to the satisfaction of the company that to do so will prejudice their interests in which event the company agrees to give the insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

The insured will not be entitled under the provisions of this clause to abandon any property to the company whether taken possession of by the company or not.



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