

# GREENS AND IRRIGATION SYSTEMS

## SUB-SECTION I - FIRE

### DEFINED EVENTS

Damage to the whole or part of the property (Greens and or irrigation systems on the course and/or at the premises) situated as stated and described in the schedule by:

1. fire
2. lightning or thunderbolt
3. explosion
4. earthquake (as defined in the extensions)
5. special perils (as defined in the extensions)
6. malicious damage (as defined in the extensions)
7. fertilizers, chemicals and/or contaminated water (as defined in the extensions)
8. failure of water supply (as defined in the extensions)

### SPECIFIC EXCEPTIONS

1. This section does not cover 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 insurer alleges that, by reason of this exception, any damage is not covered by this insurance, the burden of proving the contrary shall rest 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 that would have been payable under the marine policy(ies) had this insurance not been effected.

### DEFINITION

#### Greens

Any area on a golf course or at a bowling club described in the schedule and designated as a green, T-box and fairway for the game of golf and/or bowls owned by and under the control of the insured.

# EXTENSIONS APPLICABLE TO SUB-SECTION I

## 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
2. aircraft and other aerial devices or articles dropped therefrom
3. impact by animals, trees, aerals, satellite dishes, vehicles or mechanical equipment excluding damage to such animals, trees, aerals, satellite dishes, vehicles or mechanical equipment 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) subsidence or landslip
  - (b) 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.

## Malicious damage extension

Damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage other than damage to

1. property which is
  - (a) stolen
  - (b) damaged in an attempt to remove it or part of it from the premises

Provided that this extension does not cover

- (a) damage related to or caused by fire or explosion
- (b) consequential or indirect damage of any kind or description whatsoever, other than loss of revenue on Green fees if specifically insured
- (c) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- (d) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- (e) damage related to or caused by any occurrence referred to in General exception 1 (A) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the insurer alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

### Fertilizers, chemicals and/or contaminated water extension

The insurance under Sub-section I includes damage to the whole or part of the property insured (Greens on the course and/or at the premises situated as stated and described in the schedule) by fertilizers, chemicals and/or contaminated water provided that the total amount recoverable under any item for such damage shall not exceed 25% of the sum insured on the property affected.

### Failure of water supply extension

The insurance under Sub-section I includes damage caused by total or partial failure of the supply of water to the premises of the insured provided that this extension does not cover loss resulting from damage directly or indirectly caused by:

- (i) drought
- (ii) shortage of fuel or water
- (iii) the exercise of an authority empowered by law to supply water of its power to withhold or restrict supply
- (iv) mechanical or electrical or electronic breakdown unless such total or partial failure extends beyond 7 days from commencement thereof.

## SUB-SECTION II – ACCIDENTAL DAMAGE

### DEFINED EVENTS

Accidental physical loss of or damage to irrigation systems described in the schedule.

The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum insured stated in the schedule.

### SPECIFIC EXCEPTIONS

The insurer shall not be liable for

- (a) the first amount payable
- (b) detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process
- (c) loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract
- (d) loss of or damage to insured property caused by
  - (i) any fraudulent scheme, trick, device or false pretence practised on the insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the insured;
  - (ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;

- (iii) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
- (iv) fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;
- (v) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;
- (e) (i) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from their container
- (ii) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
- (f) failure of and/ or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant.

## SPECIFIC CONDITIONS APPLICABLE TO SUB-SECTIONS I AND II

### 1. Average

If, on the occurrence of an insured event, the value of the insured property is greater than the sum insured thereon the insured shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item, if more than one, shall be separately subject to this memorandum.

### 2. Reinstatement

The basis upon which the amount payable is to be calculated following an insured event 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 such insured property when new, provided that

- (a) the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to requirements of the insured subject to the liability of the insurer not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section shall be made;
- (b) the insurer shall not be liable for any payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section, until expenditure has been incurred by the insured in replacing or reinstating the damaged property;
- (c) 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 lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the insured shall be considered their own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this memorandum applies shall be separately subject to this provision;
- (d) this specific condition shall not apply if

- (i) the insured fails to intimate to the insurer within six months of the insured event or such further time as the insurer may allow in writing their intention to replace or reinstate the lost or damaged insured property
- (ii) the insured is unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

## CLAUSES AND EXTENSIONS

### Architects' and other professional fees clause

The insurance under Sub-section I includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured (Greens on the course and/or at the premises situated as stated and described in the schedule) 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 for an amount not exceeding 15 per cent of the sum insured thereon, it being understood that the insured undertakes to advise the insurer each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### Cost of demolition and clearing clause

The insurance under this section includes costs necessarily incurred by the insured in respect of the demolition of the property and/or the removal of debris required during demolition and/or clearing 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 insurer 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 insurer may be liable in terms of this section provided the insured is legally liable for such costs and the insured property was in danger from the fire and further provided that the total amount recoverable shall not exceed the sum insured on the property affected.

### Municipal plans scrutiny fee clause

The insurance under this section includes municipal plans scrutiny fee, provided that the total amount recoverable under any item shall not exceed the sum insured on the property 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 any 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
  - (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 upon another site (if the aforesaid regulations so necessitate) subject to the liability of the insurer under this clause not being thereby increased
3. if the liability of the insurer 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 insurer 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.