

GREENS AND IRRIGATION SYSTEMS SECTION

DEFINED EVENTS

1. Damage to Irrigation Systems as defined at the premises stated in the schedule, either by the perils contained in the "Specified Perils only" definition (if stated as included in the schedule) or by the cover provided under "All Risks (specified perils included)" as defined (if stated as included in the schedule);
2. Liability of the Insured to third parties as more fully set out below under the definition Liability to third parties (but only if Liability to third parties is stated as included in the schedule).

DEFINITIONS

All risks (specified perils included) shall mean accidental physical loss of or damage to irrigation systems from any cause **but excluding:**

1. loss or damage caused by or arising out of detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process;
2. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;
3. loss or damage caused by or arising out of 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;
4. loss or damage caused by or arising out of overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure of any vessels, pipes, tubes or similar apparatus;
5. loss or damage caused by or arising out of any altering, bleaching, cleaning, dyeing, manufacturing, repairing, restoring, servicing, renovating, testing or any other work thereon;
6. loss or damage caused by or arising out of any 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;
7. loss or damage caused by or arising out of termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;
8. loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from their container;
9. loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
10. loss or damage caused by or arising out of the exercise of any authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to damage to property of such authority;
11. loss or damage caused by or arising out of failure of and/ or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
12. loss or damage caused by or arising out of drought.

Specified perils only shall mean and include loss or damage to the insured item by:

- Fire (including damage caused by smoke arising directly out of such fire);
- Lightning or thunderbolt (including damage caused by power surges arising directly from such lightning strikes);
- Explosion;

- Earthquake (whether arising from mining operations or otherwise and including damage caused by tidal waves or tsunamis arising directly from such earthquake);
- Impact (as more fully and separately defined);
- Malicious damage (as more fully and separately defined);
- Weather and water (as more fully and separately defined).

Impact as referred to under the "Specified perils only" definition shall mean and include impact by:

1. aircraft and other aerial devices or articles dropped therefrom (including sonic shock waves or any other damage caused by aircraft);
2. rocks, stones or boulders **(other than impact caused by landslip, the deliberate or wilful or wanton act of any person committed with the intention of causing such damage or impact by meteorites, asteroids or similar bodies entering the earth's atmosphere);**
3. 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.**

Irrigation systems (agricultural pivots) if stated in the schedule as the insured item type shall mean and include:

- full set of towers;
- centre point (hub) and truss;
- overhang;
- tyres on each tower;
- power unit/control panel at the centre point;
- all other equipment that is attached to and forming part of the towers,

but excluding:

- **pumps, whether they are used exclusively for the pivot or not;**
- **power cable extensions, either above or underground, from the centre point to the public supply;**
- **any power unit/power point that does not form part of the towers or are attached to the centre point.**

Irrigation systems (golf courses and other sporting grounds/fields and/or gardens) if stated in the schedule as the insured item type shall mean and include all components making up the installed irrigation system such as pipes, sprinklers, sprinkler heads, pumps and pump houses **but excluding dams and dam walls.**

Liability to third parties shall mean damages which the Insured shall become legally liable to pay consequent upon:

1. death of or bodily injury to any person, **but excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured;**
2. damage to property **other than property belonging to the Insured or held in trust by or in the custody or control of the Insured**

caused by any Irrigation systems (agricultural pivots) as defined that is insured under this section in terms of defined event 1 **but excluding liability for:**

1. **any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement;**
2. **any consequential loss.**

Malicious damage as referred to under the "Specified perils only" definition shall mean 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 insured property which is:

1. stolen;
2. damaged in an attempt to remove it or part of it from the premises stated in the schedule with the intention of stealing any part thereof

provided that this Specified peril does not cover:

1. **damage related to or caused by fire or explosion;**
2. **consequential or indirect loss or damage of any kind or description whatsoever;**
3. **damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;**
4. **damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;**

5. **damage related to or caused by any occurrence referred to in General exclusion 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 Company alleges that, by reason of proviso 1 to 5 above, loss or damage is not covered by this peril, the burden of proving the contrary shall rest on the Insured.

Weather and water as referred to under the "Specified perils only" definition shall mean storm, wind, water, hail or snow **but excluding:**

1. **damage to any insured item arising from its undergoing any process necessarily involving the use or application of water;**
2. **damage to any insured item caused by tidal wave or tsunami originating from earthquake;**
3. **damage to any insured item being retaining walls unless so described as a specifically included item in the schedule being part of the Greens;**
4. **wear and tear or gradual deterioration;**
5. **damage to any insured item caused or aggravated by subsidence or landslip;**
6. **damage to any insured item caused or aggravated by the Insured's failure to take all reasonable precautions for the maintenance and safety of the insured items and for the minimisation of any damage.**

SPECIFIC EXCLUSIONS

This section does not cover:

1. **volcanic eruption or other convulsion of nature (other than subterranean fire);**
2. **damage to property occasioned by its undergoing any heating or drying process;**
3. **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.**

SPECIFIC CONDITIONS

1. Average

If, on the occurrence of an insured event under defined events 1, the value of the insured property is greater than the insured amount 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 specific condition.

2. Insured amount for defined event 2

The liability of the Company under defined event 2 for any one occurrence or series of occurrences arising from one cause or event in connection with any one insured item of Irrigation systems (agricultural pivots) shall not exceed the insured amount stated in the schedule against "Liability to third parties" which shall be inclusive of any costs, charges, expenses and legal costs recoverable from the Insured by a claimant or any number of claimants or incurred by the Company or incurred by the Insured with the Company's prior consent:

- 2.1 **in the defence or settlement of any claim for Liability to third parties or any action or prosecution brought against the Insured in respect of death, bodily injury or damage to property as insured in terms of defined event 2;**
- 2.2 **in the representation at any inquest or accident inquiry in respect of death or bodily injury which may form the subject of indemnity under defined event 3 and/or in defending any proceedings in a Court of Competent Jurisdiction in respect of matters which may form the subject of indemnity by defined event 2.**

3. Reinstatement

The basis upon which the amount payable under defined event 1 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:**

- 3.1 **the work of replacement or reinstatement (which may be carried out on 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 that would have been payable if this memorandum had not been incorporated in this section shall be made;**

- 3.2 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;**
- 3.3 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 lost or damaged exceeds the insured amount thereon at the commencement of any damage, **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 condition applies shall be separately subject to this provision;
- 3.4 **this condition shall be without force or effect and the amount payable will revert to the reasonable market value if:**
- 3.4.1 **the Insured fails to intimate to the Company within six months of the insured event or such further time as the Company may allow in writing their intention to replace or reinstate the lost or damaged insured property;**
- 3.4.2 **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

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) **subject to any insured amounts or first amounts payable stated in the schedule under each extension.**

Capital additions (if stated as included in the schedule)

The insurance under this section covers alterations, additions and improvements, **but not appreciation in value in excess of the insured amount(s)** to insured Greens for an amount **not exceeding the percentage (as stated in the schedule)** of the insured amount thereon, it being understood that the Insured undertakes to advise the Company each quarter (or each month if the premium is paid monthly by debit order) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Cost of demolition (if stated as included in the schedule)

The insurance under this section includes costs necessarily incurred by the Insured in respect of the demolition of the property insured under defined event 1 and/or the removal of 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 insured amount 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 or section.**

Fire extinguishing charges (if stated as included in the schedule)

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the property insured under defined event 1 and shall be payable in addition to any other payment for which the Company may be liable under these defined events provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

Freezing, frost and change of temperature (if stated as included in the schedule)

This section is extended to cover loss of or damage to the insured Irrigation systems (agricultural pivots) due to freezing, frost or change in temperature, provided that:

1. the Irrigation system is equipped to drain automatically when the temperature drops below 2,5°C;
2. **only damage to the superstructure is covered (sprinklers or sprinkler piping is excluded from the scope of cover under this extension).**

Municipal plans scrutiny fee (if stated as included in the schedule)

The insurance under defined event 1 includes municipal plans scrutiny fees **provided that the total amount recoverable under any item shall not exceed the insured amount as stated in the schedule on the affected item.**

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:**
 - 1.1 **the cost incurred in complying with any of the aforesaid regulations**
 - 1.1.1 **in respect of damage occurring prior to granting of this clause;**
 - 1.1.2 **in respect of damage not insured under this section;**
 - 1.1.3 **under which notice has been served upon the Insured prior to the happening of the damage;**
 - 1.1.4 **in respect of undamaged property or undamaged portions of property;**
 - 1.2 **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;**
 - 1.3 **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, exclusions 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 insured amount thereby.**

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