

CONTRACTORS' PLANT AND EQUIPMENT ALL RISKS POLICY



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1. Interpretation

- 1.1 Any reference in this Policy to:
- (a) a clause is, subject to any contrary indication, a reference to a clause of this Policy;
 - (b) a person is a reference to any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality);
 - (c) any statute, regulation or other legislation is a reference to that statute, regulation or other legislation as amended or substituted from time to time;
 - (d) a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time;
 - (e) "including" or "in particular" does not limit the meaning of the preceding general words.
- 1.2 Headings are included in this Policy for the purpose of convenience only and will not be used in its interpretation.
- 1.3 Unless the context indicates otherwise, in this Policy a reference to the singular includes the plural and vice versa and a reference to any gender includes the other genders.
- 1.4 When any number of days is prescribed in this Policy, the number excludes the first and includes the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the immediately preceding Business Day. Any reference to times of the day must be interpreted as references to local times in South Africa, unless the context indicates otherwise.
- 1.5 If a definition in this Policy is substantive, conferring rights or imposing obligations, or both, on a Party, effect will be given to it as if it were a substantive term in the body of this Policy.
- 1.6 The termination or expiration of this Policy will not affect those terms in this Policy which expressly provide that they will operate after termination or expiration or which of necessity must continue to have effect after termination or expiration, notwithstanding that the terms do not expressly provide this.
- 1.7 The rule of construction that a contract will be interpreted against or to the disadvantage of the party responsible for drafting the contract, will not apply.
- 1.8 Any illegal or unenforceable provision of this Policy may be severed and the remaining provisions of this Policy continue in force.
- 1.9 Any obligation imposed on the Insured by this Policy, irrespective of whether it is express or implied, must be construed to impose such obligation on any representative, employee, servant, agent or third party contracted to comply with such obligation.

2. Definitions

In this Policy:

- 2.1 "**Business Day**" means any day other than a Saturday, Sunday or public holiday in South Africa;
- 2.2 "**Event Limit**" means the limit of the amount that the Insured is indemnified for in respect of a claim as specified in the Policy Schedule;
- 2.3 "**Insurer**" means Santam Limited Registration Number 1918/000016/80;
- 2.4 "**Insured**" means the person stipulated as such in the Policy Schedule, and where the context requires includes the parties listed in clause 1.9;
- 2.5 "**Item Value**" means the value of each item of Property Insured as specified in the Policy Schedule;
- 2.6 "**Limit Any One Item**" means the maximum value of any one item of plant or equipment insured;
- 2.7 "**Limit of Indemnity**" means the limit of indemnity specified in the Policy Schedule for that particular claim or Section of the Policy;
- 2.8 "**Market Value**" means the market value of the Property Insured, determined in accordance with the criteria specified in this Policy;

- 2.9 *"Parties"* means the Insured and the Insurer and *"Party"* means any one of them as the context requires;
- 2.10 *"Personal Information"* means information relating to the insured as an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, such as, gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) e-mail and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities;
- 2.11 *"Property Insured"* means the plant and equipment owned by the Insured or for which they are held legally liable and which is specified in the Policy Schedule;
- 2.12 *"Policy"* means this Contractor's Plant and Equipment All Risk Policy and the Policy Schedule and includes any endorsement made to the Policy;
- 2.13 *"Policy Schedule"* means the policy schedule issued by the Insurer and accepted by the Insured;
- 2.14 *"Sum Insured"* means the maximum amount that the Insured is indemnified for;
- 2.15 *"Third Party Liability"* means liability of the Insured to a third party as covered by the Third Party Liability section of this Policy;
- 2.16 All other capitalised terms used in this Policy have the meanings ascribed to them in the Policy Schedule;

3. Introduction

- 3.1 The Insurer is a financial services company and short-term insurance provider.
- 3.2 The Insured wishes to take out the insurance cover from the Insurer stipulated in the Policy Schedule.
- 3.3 The Insurer has agreed to provide the Insured with insurance cover, in exchange for the payment of insurance premiums, and agrees to indemnify the Insured in the manner and to the extent set out in this Policy subject to the Insured complying with all of the terms and conditions of this Policy.

4. Information provided by the Insured

- 4.1 The Insured has provided information to the Insurer for the purposes of being indemnified under this Policy, including information in a written Questionnaire and Proposal.
- 4.2 The Insured:
- 4.2.1 acknowledges that the Insurer has relied on the information provided to it by the Insured in agreeing to indemnify the Insured under this Policy; and
- 4.2.2 warrants that all information and answers provided and statements made by it are true and correct.
- 4.3 Any indemnity provided by the Insurer under this Policy is subject to and conditional upon the warranty provided by the Insured in clause 4.2.2 and the Insurer is entitled to reject any claim made under this Policy if the warranty is breached.

5. Protection of Personal Information

Disclosure and processing of Personal Information

In terms of the Protection of Personal Information Act, 4 of 2013, Personal Information provided and obtained is mandatory in order to issue this policy and is collected, held and processed to improve the service provided to the insured and to provide the insured with access to the Insurer's services and products.

The Insurer, our authorised agents, advisors, business partners and service providers/contractors may collect Personal Information from the insured directly, from the insured's usage of the Insurer's products and services, from the insured's engagements and interactions with the company or from public sources, shared databases and third parties. Personal Information will not be shared with service providers that may be abroad unless where necessary or where required under certain conditions and where security measures are in place to protect the Personal Information.

The Insurer may use the insured's information or obtain information about the insured for the following purposes:

- Underwriting, assessing the risk, determining the premium and the policy terms;
- Assessment, investigation and processing of claims;
- Credit searches and/or verification of Personal Information;
- Claims checks;

- Fraud prevention and detection;
- Market research, statistical analysis and surveys;
- Audit and record keeping purposes;
- Verification of the insured's identity;
- To comply with an obligation imposed by any law on the Insurer.

The Personal Information may also be shared with service providers engaged to process such information on the Insurer's behalf or render services to the company. The Insurer may collect, retain, process and verify the insured's Personal Information, insurance and/or claim information.

The insured acknowledges that any Personal Information collected may be stored in a shared database and used for any decision pertaining to the continuance of this policy or any claim submitted. The insured acknowledges and understands that any Personal Information may be given to any insurer or its agent and the Insurer's authorised agents, advisors, business partners and service providers / contractors.

The Insured acknowledges that the information may be verified against legally recognised sources or databases.

The Insurer will retain the Personal Information for so long as required or entitled by law, after the termination of this policy and as such, this consent clause will remain in force even after this policy has been terminated. The insured may request details of their Personal Information that is held by the company and the insured may also request that any errors be corrected.

To view the Insurer's full privacy statement, please visit the Insurer's website on www.santam.co.za

GENERAL CONDITIONS TO ALL SECTIONS OF THE POLICY

1. Due observance

The Insurer shall indemnify the Insured against loss or damage in respect of the Property Insured which shall be subject to and conditional upon the Insured complying with all of the provisions of this Policy including, inter alia:

- 1.1 all legislation, laws, regulations, by-laws and rules applicable to the risk (irrespective of whether the legislation, laws, regulations, by-laws and rules are in force at the date of inception of the Policy, or are enacted after that date) are to be complied with and adhered to;
- 1.2 all operators must be fully and appropriately trained, be competent and in possession of valid licenses, certificates and necessary documents as required by law and issued by accredited institutions and authorities, for the item of the Property Insured being operated;
- 1.3 the Property Insured must be maintained in good working order and efficient operating conditions and in accordance with original equipment manufacturer's specifications and no item is to be overloaded. The manufacturer's instructions and statutory authorities' requirements for operating, loading, unloading, transporting, inspection, maintenance and overhaul must be complied with and observed;
- 1.4 sound engineering and plant and equipment operating practices must be observed;
- 1.5 manufacturer's and supplier's instructions for use, operation, storage, maintenance and transit must be observed.

Failure to comply with any provision of this Policy will entitle the Insurer to reject any claim made under this Policy.

2. Prevention of loss

- 2.1 The Insured is obliged not to be reckless and must ensure that all reasonable steps and precautions are taken to prevent any loss of or damage to the Property Insured or liability arising out of or in connection with the ownership or use of the Property Insured.
- 2.2 Failure to comply with clause 2.1 or, acts of recklessness, will be regarded as a breach of the Policy which will entitle the Insurer to reject any claim made under this Policy and absolve the Insurer from any liability.
- 2.3 For the purposes of this clause 2 acts of recklessness include:
 - 2.3.1 failure to take measures to avert accidents or losses in circumstances where the Insured recognises but is indifferent to the need to take such measures; or
 - 2.3.2 taking measures to avert accidents or losses which the Insured knows are inadequate for that purpose or the Insured is indifferent about the adequacy of the measures.

3. Material change in risk

The Insurer must immediately be notified in writing of:

- 3.1 any material change in the risk insured hereunder;
- 3.2 any alteration, modification or addition to an item of the Property Insured;
- 3.3 any departure from prescribed operating conditions;
- 3.4 any changes in the Insured's interest in the Property Insured; or
- 3.5 the commencement of liquidation, sequestration or business rescue proceedings in respect of the Insured, or the deregistration of the Insured.

The Insurer is not liable to indemnify the Insured in respect of any loss, damage or liability indemnifiable in terms of the Policy which has occurred or resulted from any of the above notifiable changes in the risk unless the Insurer has been advised in writing by the Insured and the Insurer has accepted and agreed the continuance of this Insurance in writing. The Insurer retains the right to amend the scope of cover and/or terms and conditions of the Policy and/or amend the premium in this event.

4. Premiums

- 4.1 Subject to clause 4.5, the indemnity provided under this Policy is subject to and conditional upon the Insured making payment of the insurance premiums as and when they become due. The Insurer is not liable to indemnify the Insured in respect of any event happening prior to receipt of all premiums due.
- 4.2 If a total loss of any Property Insured occurs, where premiums are paid annually, the Insured shall not be entitled to a refund.
- 4.3 If a total loss of any Item of the Property Insured occurs, where premiums are paid in instalments, then the unpaid portion of the full annual premium of the Item of the Property Insured becomes immediately due on the date of loss or, may be set-off against the value of the amount to be indemnified.

4.4 Continuation of Cover

All premiums payable under this Policy by the Insured are due in advance in accordance with the Payment Terms set out in the Policy Schedule.

- 4.4.1 Where the indemnity under this Policy is for a period less than 12 months, the premium is payable prior to Inception and the Insurer shall not be liable to indemnify the Insured or any Insured Party in respect of any occurrence happening prior to the receipt of the premium.
- 4.4.2 Where the premium is paid annually in advance and the premium is not received by the agreed due date, the policy will be cancelled from the inception date if the policy is a new policy or from the renewal date to which the unpaid premium relates.
- 4.4.3 Where premium is payable by a bank debit order:
 - 4.4.3.1 If the premium is not paid to the Insurer upon request (on submission of the debit order against the payer's bank account) then the Insured will have no cover for the month for which no premium has been received. However, where the premium has been deliberately stopped by the Insured, the policy will immediately be cancelled with retrospective effect from midnight on the last day to where the Insurer had received premium. Where the premium has not deliberately been stopped, the premium is still due to the Insurer.
 - 4.4.3.2 At the next request for payment two debit orders will be submitted (if the outstanding premium has not been settled already); the unpaid one, as well as the one for the new month. If any premium is received, this money will be used to settle the original outstanding premium. Cover will only be reinstated from the date that the outstanding premium is received.
 - 4.4.3.3 If an event occurs during the month for which the premium has not been received, then any claim made for that event may be rejected.
 - 4.4.3.4 If the premium for two consecutive months (on submission of two debit orders) is not received, then the policy will be cancelled with retrospective effect from midnight on the last day to where the Insurer had received premium. No further request for premium payment will be made.

4.5 Period of grace for the payment of premiums

Except as provided for in 4.4 above, cover under this policy is subject to the prior payment of the premium by or on behalf of the Insured and receipt thereof by or on behalf of the Insurer. If the Insured is a policyholder that falls under the protection offered by the Policyholder Protection Rules (as made under section 55 of the Short-term Insurance Act of 1998), the Insured is hereby provided with a 15 day period of grace in which to pay any premiums due provided that:

- 4.5.1 this 15 day premium payment grace period shall not apply over and above any extended period as provided for in 4.4 above (the Insured shall benefit either under 4.4 above or in terms of this condition – whichever is more beneficial to the Insured);
 - 4.5.2 if a claim is submitted for an event that occurred after any premium due date but within this 15 day premium payment grace period, the Insured will be required to first settle the outstanding premium before the claim can be processed;
 - 4.5.3 if the agreed Policy premium Payment Term is monthly and the policy is a new policy, the 15 day premium payment grace period shall only apply to premiums due from the second month of the currency of the policy.
- 4.6 An additional premium is payable in respect of any additional Property Insured added by endorsement during the Period of Insurance. If the Property Insured is Hired-In Plant and Equipment then:

- 4.6.1 the premium is based on the Estimated Hired-In Fees stated in the Policy Schedule. This premium will be adjusted on the expiry of the Period of Insurance and, if the actual Hired-In Fees incurred during the Period of Insurance, as declared by the Insured (the Actual Hired-In Fees) are different to the Estimated Hired-In Fees, then a pro rata additional or refund premium will be due as the case may be. The refund premium however, will not exceed 25% of the initial premium based on the Estimated Hired-In Fees; and
- 4.6.2 if the Actual Hired-In Fees are less than the Estimated Hired-In Fees then the Insured will be entitled to a premium refund. Any request for such a premium refund must be made within 3 months of expiry of the Period of Insurance and must be accompanied by confirmation from the Insured's auditors of the Actual Hired-In Fees, failing which the Insured will be deemed to have waived its right to a refund from the Insurer and will not be entitled to claim payment of the refund.

5. Insurer's representatives

Representatives and/or other agents of the Insurer must at any reasonable time have access to the site or premises where the Property Insured is located and to all pertinent data, documents, maintenance records and any other relevant information pertaining to the Property Insured, and have the right to inspect any Property Insured.

6. Claims

- 6.1 If an event occurs which gives or may give rise to a claim being made under the Policy by the Insured or, a claim against the Insured by a third party (Third Party Claim), the Insured shall, at its own expense:
 - 6.1.1 notify the Insurer as soon as possible, and in writing within 14 days of the event or occurrence;
 - 6.1.2 provide the Insurer with all such particulars, information and documentary evidence of the event (including photographs) together with a declaration of the truth of the claim;
 - 6.1.3 take all reasonable steps to mitigate against, minimise, diminish or avoid any further loss or damage;
 - 6.1.4 preserve and make available for inspection by a representative and/or agent of the Insurer any damaged Property Insured;
 - 6.1.5 inform the police as soon as possible of any claim involving theft or (if required by the Insurer) loss of property, and take all practicable steps to discover the guilty party and to recover the stolen or lost property and notify any other authority who may be required to be notified by law;
 - 6.1.6 immediately on receipt by the Insured, send to the Insurer any notification of a Third Party Claim, demand, summons or similar proceedings which may be brought against the Insured;
 - 6.1.7 advise the Insurer of any other insurance which may cover all or part of the Property Insured or liability indemnifiable under the Policy; and
 - 6.1.8 remain in possession and control of the Property Insured and keep the Property Insured secure.
- 6.2 The Insured must not negotiate, pay, settle, admit or reject any Third Party Claim under the Policy without the consent of the Insurer.
- 6.3 The Insurer is entitled, at its election, to:
 - 6.3.1 take over and conduct, in the name of the Insured, the defence or settlement of any Third Party Claim; or
 - 6.3.2 prosecute for its own benefit, in the name of the Insured, any claim for indemnity or damage or otherwise and has full discretion in the conduct of any proceedings or in the settlement of any claim;and the Insured must give all such information and assistance as the Insurer may require to exercise its rights in this clause 6.3.
- 6.4 The Insurer may in respect of any claim(s) pay to the Insured the amount of the Limit of Indemnity, as stated in the Policy Schedule, or such lesser sum for which the claim(s) can be settled, subject in either case to deduction of any sum(s) already paid on account of such claim(s) or any premium still due that has been agreed to be set-off against the value of the amount to be indemnified as contemplated in clause 4.3. Thereafter the Insurer is under no further liability in respect of such claim(s) except for payment of costs and expenses incurred prior to the date of such payment and for which the Insurer may be liable hereunder.
- 6.5 The Insurer is entitled to reject any claim under the Policy if clause 6.1(6.1.1 to 6.1.8) above is not complied with, and it is in the Insurer's sole discretion whether there has been full compliance.

- 6.6 If after the payment of a claim in terms of this Policy in respect of lost or stolen property:
- 6.6.1 the property in question or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called upon to do so by the Insurer (provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer); and
 - 6.6.2 if the insured fails to render the assistance when called upon to do so, the Insured shall become immediately liable to repay to the Insurer all amounts paid in respect of the claims.

7. Time bar of claim

- 7.1 This clause 7 imposes what is referred to as a "time bar" on the Insured and excludes the liability of the Insurer where the Insured does not take specific action within a defined period of time, accordingly if the Insured does not comply with the time limitations imposed by this clause then the Insurer will be entitled to reject a claim made by the Insured under the Policy and the claim will therefore be deemed to be "time barred".
- 7.2 If the Insurer rejects a claim in writing for indemnity in terms of the Policy made by the Insured and the Insured does not institute legal proceedings within 6 months of the date of receipt by the Insured of such written rejection, the claim is time barred and the Insurer is not thereafter liable for any payment whatsoever in connection therewith.
- 7.3 No claim shall be payable by the Insurer and no indemnity under this Policy shall arise 12 months from the date of the event that gives rise to a claim, unless the claim is:
- the subject of pending court action;
 - the subject of arbitration; or
 - in respect of the Insured's legal liability due to a Third Party Claim.

8. Subrogation

- 8.1 The Insurer has the right of subrogation under this Policy. This allows the Insurer the right to take control of legal proceedings instituted against third parties who are liable for any loss or damage suffered by the Insured which is covered by this Policy.
- 8.2 The Insured warrants and undertakes in favour of the Insurer that it will not do or omit to do anything which may prejudice the Insurer's rights of subrogation. The indemnity provided by the Insurer to the Insured under this Policy is subject to and conditional upon this warranty and undertaking and if the Insured is found to have breached this warranty and undertaking then the Insurer will be entitled to reject any related claim made under the Policy.
- 8.3 The Insured must if the Insurer elects, at the expense of the Insurer, take and permit to be taken, all steps that may be necessary or required by the Insurer to enforce any rights against or obtain any relief or indemnity from any party (other than those insured under the Policy) in the name of the Insured before or after the Insured has been indemnified by the Insurer under the Policy.

9. Arbitration

- 9.1 Subject to clause 9.8, if any dispute arises between the parties out of the Policy, it must be referred to the decision of an arbitrator.
- 9.2 The parties shall agree on a single arbitrator who shall be an attorney or advocate on the panel of arbitrators of Arbitration Foundation of Southern Africa (AFSA).
- 9.3 If an agreement as to the arbitrator is not reached within 10 business days after either party calling upon the other to reach such agreement, the arbitrator shall be appointed by AFSA.
- 9.4 The arbitration shall be held in Sandton.
- 9.5 The arbitration shall be governed by the commercial arbitration rules of AFSA.
- 9.6 Any award made by the arbitrator will be final and binding on the parties and may be made an order of court to whose jurisdiction the parties are subject.
- 9.7 Insofar as either party gives a notice of dissatisfaction within 7 days of the arbitrator's award having been handed down that they wish to appeal the award, then, and in that event:
- 9.7.1 The party deciding to appeal shall be entitled to do so without the need to obtain leave to appeal;
 - 9.7.2 Any party intending to exercise the right of appeal, must give notice of its intention to appeal by delivering such notice within 20 days of the delivery of the notice of dissatisfaction to the arbitrator's award;

- 9.7.3 The appeal will be heard by a panel of three appeal arbitrators;
- 9.7.4 The appeal arbitrators shall be appointed from senior counsel or retired judges;
- 9.7.5 The appeal panel is to be appointed as follows:
 - 9.7.5.1 If there are two parties to the appeal, then each party shall nominate one member of the appeal panel, and those members of panel nominated by the parties shall nominate the third member.
 - 9.7.5.2 The award of the appeal panel shall be final and binding.
- 9.8 If this Policy falls within the ambit of the Policyholder Protection Rules published in terms of the Short Term Insurance Act, 1998, this clause 9 will only apply if the Insured agrees to the dispute being submitted to arbitration and will thus not preclude any Party from access to an appropriate court of law for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.
- 9.9 The provisions of this clause 9 shall remain binding on the Parties in respect of any dispute between them notwithstanding any termination of the Policy.

10. Fraud

If any claim made under the Policy is fraudulent in any respect, or if any false declaration or statement is made in support of any claim made, or if fraudulent means are used to obtain any benefit or indemnity under the Policy, all benefits under the Policy are forfeited and the Insurer is not liable to indemnify the Insured in respect of such claim for loss or damage.

11. Misrepresentation or failure to disclose material information

- 11.1 The Insured must, before or at the time of contracting, renewing, reinstating or of the making of any material alteration or addition to the cover at their own request disclose to the Insurer all facts known to the Insured, which are material to the Insurer's decision as to whether to provide insurance or to renew or reinstate the Policy or to accede to the Insured's request to alter or add to the cover.
- 11.2 If a material representation made to the Insurer is not true or if the Insured fails to disclose material information to the Insurer, and such material representation made or material information not disclosed is such as to be likely to have affected the assessment of the risk under the Policy at the time of its inception, renewal or variation, then this Policy, the indemnity in respect of the item of the Property Insured or the Clause/Section of the Policy shall be voidable at the sole election of the Insurer.

12. Cancellation

The Policy may be cancelled by the Insurer by giving 31 days' notice to the Insured in writing or by the Insured giving immediate notice to the Insurer in writing. Unless stipulated otherwise in the Policy, on cancellation the Insurer will be entitled to retain the premiums paid for the period the Policy was in force and the Insured shall be entitled to claim a pro-rata proportion of any premiums paid in respect of the remainder of the Period of Insurance after the date of cancellation.

13. Other insurance

- 13.1 The Insured warrants that if the Insured procures insurance from another insurer during the period of insurance, which provides cover for the same Property Insured for the same or similar risk, loss or damage (**Double Insurance**) then the Insured shall notify the Insurer in writing of the existence of that policy within 5 Business Days of confirmation of that cover being granted by the other insurer, provide it with a copy of that policy and obtain the Insurer's written consent to such Double Insurance.
- 13.2 Subject to and conditional upon the Insured having complied with the warranty in Clause 13.1, if at the time any claim is made under this Policy of insurance when there is Double Insurance then the Insurer is not liable to indemnify the Insured to the full extent provided for in the Policy or pay more than its proportional share of any claim for such loss, damage or liability.
- 13.3 If the Insured breaches the warranty in Clause 13.1, then the Insurer will be entitled to immediately cancel this Policy without any further notice to the Insured and/or to reject any claim made by the Insured to which Double Insurance applies.
- 13.4 In the event that the Policy is cancelled by either party, the Insured is only entitled to a maximum refund of 50% of the premium received during the current period of insurance.

14. Jurisdiction

The Policy is governed by the laws of the Republic of South Africa and the courts of the Republic of South Africa have jurisdiction.

15. Territorial limits

The territorial limits are as stated in the Policy Schedule and the indemnity provided by this Policy only applies to Property Insured within the territorial limits.

16. Property Insured outside of the Republic of South Africa

The indemnity provided by the Policy in respect of any Property Insured situated outside of the borders of the Republic of South Africa, if allowed for in the Territorial Limits as stated in the Policy Schedule, is subject to the following:

- 16.1 All payments made by or to the Insurer must be in the currency as stated in the Policy Schedule;
- 16.2 The Insured must contribute 50% of all costs incurred to adjust any loss;
- 16.3 All costs involved in the repatriation of the Property Insured to the nearest border of the Republic of South Africa must be borne by the Insured;
- 16.4 The Parties consent to the laws and jurisdiction of the Republic of South Africa in respect of all matters arising out of any dispute in connection with or in relation to this indemnity; and
- 16.5 Loss or damage as a result of confiscation, nationalisation, detention, expropriation and abandonment of the Property Insured is excluded.

17. Lifting operations

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy covers loss or damage to Property Insured during any lifting operation provided always that:

- 17.1 Ground conditions are stable, compacted and level for the crane;
- 17.2 Lift is designed by a qualified professional engineer and supervised by appropriately qualified personnel;
- 17.3 Signal personnel, riggers and operators are familiar with the design plan and lift procedure prior to lift taking place;
- 17.4 Signal personnel are positioned to view the entire operation and give clear signals to the crane operator during the lift maintaining radio contact at all time;
- 17.5 The crane is in good operational condition;
- 17.6 Hoist lines are kept vertical at all times; and
- 17.7 The crane must be equipped with a load gauge to ensure that the lift stays within the calculated safe operating conditions of the lift plan.

GENERAL EXCEPTIONS TO ALL SECTIONS OF THE POLICY

The Insurers will not indemnify the Insured in respect of:

1. War and Terrorism Exclusion Endorsement (based on NMA2919 to allow for Reinsurance and Insurance)

Notwithstanding any provision to the contrary within this (re)insurance or any endorsement thereto it is agreed that this (re)insurance excludes loss, damage, cost or expense 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 contributing concurrently or in any other sequence to the loss;

- (i) 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
- (ii) 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 group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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 whatsoever 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 (i) and/or (ii) above.

If the (re)insurers 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/Insured.

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

2. SASRIA/NASRIA Exclusion

- (i) Territories where SASRIA SOC Limited and/or National Special Risks Insurance Association covers apply.

Material Damage and Consequential Loss directly or indirectly related to or caused by any of the perils that fall within the scope of cover granted by the SASRIA SOC Limited and/or the National Special Risks Insurance Association, is excluded from the protection of this Policy.

- (ii) Territories where SASRIA SOC Limited and/or National Special Risks Insurance Association covers do not apply.

A. Material Damage and Consequential Loss arising in respect of:

- (a) Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State of Government, or any Provincial, Local or tribal Authority with force or by means of fear, terrorism or violence.
- (b) Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any State or Government, or Provincial, Local or Tribal Authority, or for the purpose of inspiring fear in the public, or any section thereof.
- (c) Any attempt to perform any act referred to in clause (a) or (b) above.
- (d) The act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in clause (a), (b) or (c);

are excluded from protection of this Policy.

B. Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein, this Policy does not cover loss or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of clause (B) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or Government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any Government or for the purposes of inspiring fear in the public or any section thereof.

If the Insurer alleges that, by reason of clause A or B of this exclusion loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

3. Nuclear Energy Risks in accordance with the Nuclear Energy Risks Exclusion Clause (1994)(Worldwide excluding U.S.A. and Canada)(based on NMA1975a to allow for Reinsurance and Insurance)

This (re)insurance shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of (re) insurance and/or via Pools and/or Associations.

For all purposes of this (re)insurance Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances (other than Workers Compensation and/or Employers Liability) in respect of:

- (i) All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (Including but not limited to the sites referred to in (I) above) used or having been used for:
 - (a) The generation of nuclear energy; or
 - (b) The Production, Use or Storage of Nuclear Material.
- (iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (iv) The supply of goods and service to any of the sites, described in (I) to (III) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above:

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

3.1 The provision of any insurance or reinsurance whatsoever in respect of:

- (a) Nuclear Material;
- (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation
as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

3.2 The provision of any insurance or reinsurance for the undernoted perils:

- Fire, lightning, explosion;
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association

In respect any other Property not specified in (3.1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

DEFINITIONS

NUCLEAR MATERIAL

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste being any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

NUCLEAR INSTALLATION

- (a) Any Nuclear Reactor;
- (b) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (c) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

NUCLEAR REACTOR

Any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

PRODUCTION, USE OR STORAGE OF NUCLEAR MATERIAL

The production, manufacture, enrichment, conditioning, processing, use, storage, handling and disposal of Nuclear Material.

PROPERTY

Shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

HIGH RADIOACTIVITY ZONE OR AREA

- (a) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (Including its support and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (b) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

4. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause (CL370)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 4.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 4.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 4.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 4.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- 4.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

5. Cyber Loss Limited Exclusion Clause (LMA5410) as amended

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- 5.1 Notwithstanding any provision to the contrary within this (re)insurance agreement or any endorsement thereto, this (re)insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - 5.1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
 - 5.1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- 5.2 Subject to the other terms, conditions and exclusions contained in this (re)insurance agreement, this (re) insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

DEFINITIONS

COMPUTER SYSTEM

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

DATA

Any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

TIME ELEMENT LOSS

Any business interruption, contingent business interruption or any other consequential losses.

6. Asbestos Exclusion

This insurance shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

7. Sanctions Limitation and Exclusion Clause (LMA3100)

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 of 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.

8. Communicable Disease Exclusion (April 2020)(LMA5397)

- 8.1 Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 8.2 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:
 - 8.2.1 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
 - 8.2.2 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

8.2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

9. Industries, Seepage, Pollution and Contamination Clause (NMA1685)

This Insurance does not cover any liability for:

- 9.1 Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (9.1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- 9.2 The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- 9.3 Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

10. Territorial Exclusion Belarus, Russia and Ukraine (LMA5583A)

Notwithstanding anything to the contrary in this Policy, this Policy excludes any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:

- (i) entity domiciled, resident, located, incorporated, registered or established in an Excluded Territory;
- (ii) property or asset located in an Excluded Territory
- (iii) individual that is resident in or located in an Excluded Territory;
- (iv) claim, action, suit or enforcement proceeding brought or maintained in an Excluded Territory; or
- (v) payment in an Excluded Territory.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, "Excluded Territory" means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

All other terms, conditions and exclusions remain unchanged.

11. Grid Failure or Interruption Exclusion

DEFINITIONS

Electricity grid failure or interruption means - a total or partial interruption; interference; suspension; blackout; failure; of electricity supply in connection with any national; regional; municipal; local; private grid in connection with any Business of the Insured.

Notwithstanding any provision to the contrary in this policy or any endorsement thereto, the insurance provided by this policy excludes any loss, damage, liability, cost or expense of whatsoever nature, including any consequential losses in terms of any section of this policy, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Electricity grid failure or interruption at or to the premises or Contract Site, as the case may be.

12. The deductibles stated in the Policy Schedule to be borne by the Insured.
13. Loss of or damage as a result of Confiscation nationalisation or requisition or destruction of or damage to, or expropriation of property by or under the order of any Government de jure or de facto of any Public or Local Authority or abandonment of the Property Insured.
14. Loss of or damage to experimental or prototype machinery and equipment or any consequential losses arising therefrom;

15. Loss or damage as a result of any wilful act or omission or gross negligence of the Insured.
16. Liquidated damages or penalties for delay or detention or in connection with guarantees of performance or efficiency, loss of market.
17. Loss of or damage to Plant and Equipment hired out unless included by endorsement to the Policy.
18. Loss, damage or liability arising out of multiple or tandem lifts unless prior written agreement has been received from the Insurer and is included by endorsement to the Policy.
19. Loss of or damage to the Property Insured whilst being used for tunnelling or whilst being used underground unless included by endorsement to the Policy.
20. Loss of or damage to the Property Insured due to the misapplication of tools.
21. Loss or damage due to defect, error or omission in design, plan or specification of the Property Insured.
22. Loss, damage or liability arising out of the ownership, use of, or carriage of explosives.
23. Loss of or damage to locomotives and/or rolling stock unless restricted to private railway networks, agreed to in writing and noted on the Policy.
24. Loss of or damage to goods not otherwise insured, being hoisted, lifted or lowered unless included by endorsement to the Policy.
25. Loss of or damage to Property Insured as a result of handling hot material or working in the vicinity of hot material.
26. Loss of or damage to Property Insured whilst in storage or non-operational unless included by endorsement to the Policy.

OWNED PLANT AND EQUIPMENT SECTION

1. Basis of Indemnity

If at any time during the Period of Insurance, the Property Insured suffers any unforeseen or accidental physical loss or damage from any cause other than those specifically excluded necessitating repair or replacement, the Insurer agrees to indemnify the Insured in respect of such loss or damage not exceeding the Item Value and/or the Event Limit.

The Insured acknowledges that the cover is subject to and conditional upon the terms, exclusions, exceptions, provisions and conditions contained in the Policy.

2. Property Insured

This Policy applies to the Property Insured irrespective of whether it is at work or at rest, undergoing cleaning or overhauling, or is in transit by road or rail, including during loading and off-loading.

The Policy does not cover Owned Plant and Equipment hired out, unless agreed by the Insurer and included by endorsement to the Policy.

3. Basis of Valuation

The Item Value of the Property Insured stated in the Policy Schedule must be the Market Value of the Property Insured.

The Market Value is to be provided by the Insured to the Insurer and must take into account the make, model, year of manufacture, total number of hours operated, capacity, condition, all freight costs to site, erection costs, customs duties, taxes and dues, and any other factor which determines the Market Value of the Property Insured.

4. Under insurance and average

If the Item Value of the Property Insured is less than the Market Value of the Property Insured immediately before the loss or damage the Insurer will pay only in such proportion as the Item Value bears to the Market Value required to be insured. If the Property Insured consists of more than one item, each item is subject to this adjustment.

5. Basis of Loss Settlement

The Insurer may at its sole discretion repair, reinstate, replace or pay cash instead of the repair, reinstatement or replacement of the Property Insured, subject to the following conditions:

- 5.1 If the Insurer elects to pay cash instead of repairing the damage to the Property Insured, the Insurer shall pay the reasonable expenses required to repair the Property Insured to the condition in which it was immediately before the damage.
- 5.2 If the Insurer agrees that the repairs may be executed at a workshop owned by the Insured, the Insurer shall pay the cost of materials and wages incurred for the purpose of the repairs plus the associated overhead charges.
- 5.3 If the repair costs equal or exceed the Market Value of the item immediately before the loss or damage, settlement is on the basis of a total loss.
- 5.4 If there is a total loss, indemnity is limited to the Item Value or the Market Value of Property Insured immediately before the loss, whichever is the lesser.
- 5.5 If there is a partial loss and second hand/used parts are not available new parts will be used.
- 5.6 It is at the sole discretion of the Insurer whether the Insurer will acquire the salvage. In the event that the Insurer elects not to do so and it is agreed that the Insured will acquire the salvage in terms of a fair bidding process, the value thereof will be deducted from the amount of the loss settlement.
- 5.7 The cost of any provisional repairs is to be borne by the Insurer if such repairs constitute part of the final repairs and do not increase the total repair costs.
- 5.8 The cost of any alterations, additions and/or improvements which may be undertaken as a result of any loss or damage is not recoverable in terms of the Policy.

5.9 Automatic Reinstatement

If there is a partial loss the Sum Insured is not reduced by the amount paid or payable by the Insurer, and the Insured must at the Insurer's discretion pay to the Insurer a pro-rata premium from the date of loss or damage to the end of the current Period of Insurance.

5.10 Additional Costs

In the event of an indemnifiable loss to the Property Insured, the Insurer will pay charges in respect of dismantling and re-erection, removal of debris and fire brigade incurred for the purpose of effecting the repairs limited to a maximum of R 20 000 per event, or the Additional Costs Limit of Indemnity stated in the Policy Schedule per event.

This endorsement is subject to the deductible as stated in the Policy Schedule and where a higher Additional Costs Limit of Indemnity is selected, this endorsement will also be subject to the additional premium as stated in the Policy Schedule.

The Insurer determines payments on the basis of documentary evidence and justification, as the Insurer may require.

5.11 Recovery Costs

In the event of an indemnifiable loss to the Property Insured the Insurer will pay charges in respect of salvaging, recovering, withdrawing and removing the Property Insured to suitable premises for repair and return delivery of the repaired Property Insured, limited to a maximum of R 20 000 per event, or the Recovery Costs Limit of Indemnity stated in the Policy Schedule per event.

This endorsement is subject to the deductible as stated in the Policy Schedule and where a higher Recovery Costs Limit of Indemnity is selected, this endorsement will also be subject to the additional premium as stated in the Policy Schedule.

The Insurer determines payments on the basis of documentary evidence and justification, as the Insurer may require.

5.12 Expediting Costs

In the event of an indemnifiable loss to the Property Insured, the Insurer will pay extra charges for overtime, night work, work on public holidays, express and air freight to a maximum of R 20 000 per event, or the Expediting Costs Limit of Indemnity stated in the Policy Schedule per event.

This endorsement is subject to the deductible as stated in the Policy Schedule and where a higher Expediting Costs Limit of Indemnity is selected, this endorsement will also be subject to the additional premium as stated in the Policy Schedule.

The Insurer determines payments on the basis of documentary evidence and justification, as the Insurer may require.

5.13 Currency Fluctuation

In the event of an indemnifiable loss in terms of the Policy, should the value of the Property Insured described in the Policy Schedule exceed the Limit of Indemnity as a result of a verifiable devaluation of the South African currency to the country of supply and origin during the Period of Insurance, the Limit of Indemnity is deemed to be increased by an amount not exceeding 10%, or the Currency Fluctuation percentage stated in the Policy Schedule.

This endorsement is subject to the additional premium as stated in the Policy Schedule.

ADDITIONAL COVER (if stated in the Policy Schedule)

1. Own Damage on Public Roads

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy will cover loss or damage to Property Insured whilst on a public road.

The cover is subject to the Property Insured and the operator being fully compliant with the latest National Road Traffic Act and all regulations stated therein.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

2. Owned Plant and Equipment Hired Out

2.1 It is agreed that, subject to the terms, exclusions, exceptions, provisions and conditions contained in this Policy, or endorsed thereon:

2.1.1 Indemnity under this extension shall only operate if the Property Insured, owned and hired out by the Insured, was hired out in terms of a written contract of hire recording the item/s hired and stipulating the terms and conditions of hire of the Contractors' Plant Hire Association (CPHA) or equivalent.

2.1.2 Where it is stipulated by the written contract of hire that the hirer shall be responsible to procure and maintain appropriate and adequate insurance cover for the Property Insured hired out, this extension shall not apply and the Insurer shall not be liable for any loss or damage sustained to the Property Insured whilst hired out to the hirer, whether in use or not.

2.1.3 The liability of the Insurer under this extension is subject to and conditional upon the Insurer's right of subrogation never being prejudiced or compromised in any way whatsoever.

2.1.4 In the event of an indemnifiable loss to any Property Insured in circumstances where that Property Insured was hired out by the Insured without a qualified operator, the deductible stated in the Policy Schedule shall automatically be doubled.

2.2 This extension does not apply to the Third Party Liability Section of the Policy at all.

2.3 Cover under this extension is subject to payment of the additional premium stated in the Policy Schedule.

3. Plant in Storage and Non-Operational

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, cover provided by the Policy for Plant in Storage or Non-Operational, is subject to the following at all times:

- the storage sites are fenced off and have access control;
- there are armed security guards linked to a control centre, patrolling the storage premises;
- the plant items' fuel tanks have been emptied;
- the plant items' batteries have been disconnected;
- plant items are stored at least 5 metres apart;
- there is sufficient operational firefighting equipment available;
- firehose reels and portable fire extinguishers are visually inspected at regular intervals, but not less than once a week;
- the personnel are trained in firefighting and subjected to regular drills; and
- all areas are kept clear of combustible waste.

The liability of the Insurer in respect of any one claim is not to exceed the Sum Insured as stated in the Policy Schedule. This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

4. Replacement Hire Charges

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy is extended to cover the hire charges incurred in connection with hiring a replacement plant item of same or similar nature while the Insured's plant item is being repaired or replaced following an indemnifiable loss under the Owned Plant and Equipment Section, only if:

- no substitute plant item is available from the Insured's own fleet; and
- there is a verifiable order for the damaged/lost plant item.

The liability of the Insurer in respect of any one claim is not to exceed the Indemnity Period or the Limit of Indemnity for this endorsement as stated in the Policy Schedule, whichever occurs first.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

5. Strike, Riot and Civil Commotion (Excluding the Republic of South Africa and Namibia)

It is agreed and understood that subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy covers loss or damage to Property Insured directly occasioned by or through or in consequence of:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;
- (iii) the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage but excluding loss or damage caused by or arising from theft or any attempt thereat.

Provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in General Exception 1 or 2 (i), (ii) A (a) and B of this Policy or the act of any lawfully established authority in controlling, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this extension, the burden of proving the contrary rests on the Insured.

The liability of the Insurer in respect of any one claim is not to exceed the Sum Insured as stated in the Policy Schedule.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

6. Munitions of war

The General Exception 1 (War and Terrorism) will not apply to a claim made by the Insured arising from or occasioned by the detonation of munitions of war or parts thereof in circumstances where the presence of such munitions does not result from a state of war current at the time of such loss or damage, limited to the Munitions of War Limit of Indemnity stated in the Policy Schedule per event.

This extension does not however extend to cover loss or damage to the Property Insured as covered by NASRIA or SASRIA.

This endorsement is subject to the deductible as stated in the Policy Schedule.

7. Underground Plant and Equipment

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy covers loss or damage to the Property Insured whilst being used for tunnelling or being used underground.

Abandonment of the Property Insured underground is excluded.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

8. Reduced Deductible for Windscreen

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, if the sole damage to the Property Insured is to window glass the deductible shall be reduced as stated in the Policy Schedule.

This endorsement is subject to the additional premium as stated in the Policy Schedule.

HIRED-IN PLANT AND EQUIPMENT SECTION (if stated in the Policy Schedule)

1. Basis of Indemnity

If at any time during the Period of Insurance stated in the Policy Schedule the Insured is legally liable in terms of a Hire Agreement to pay for any unforeseen or accidental physical loss or damage from any cause, other than those specifically excluded in the Policy necessitating repair or replacement, for Hired-In Plant and Equipment and the loss is indemnifiable in terms of the Policy, the Insurer indemnifies the Insured for an item of an amount not exceeding the Limit Any One Item nor the Event Limit as stated in the Policy Schedule.

The Insured acknowledges that the indemnity is subject to and conditional upon the terms, exclusions, exceptions, provisions and conditions contained in the Policy.

2. Property Insured

The Property Insured must be the subject of a Hire Agreement as defined below and must be in the care, custody or control of the Insured.

This Policy applies to the Property Insured irrespective of whether it is at work or at rest, undergoing cleaning or overhauling, or is in transit by road or rail, including during loading and off-loading.

The Policy does not cover Plant and Equipment hired in and subsequently hired out, unless agreed by the Insurer and included by endorsement to the Policy.

3. Hire Agreement

For there to be Indemnity the Property Insured must be hired under a written contract, stating terms and conditions of hire (Contractors Plant Hire Association (CPHA) or equivalent to CPHA). A separate contract must be signed for each hire on the basis described above, and insurance obligations must be clearly defined.

4. Limit Any One Item

The Limit Any One Item of the Property Insured is as stated in the Policy Schedule.

5. Market Value

The Market Value must take into account the make, model, year of manufacture, total number of hours operated, capacity, condition, all freight costs to site, erection costs, customs duties, other taxes and dues, and any other factor which will determine the Market Value of the Property Insured.

6. Basis of Loss Settlement

The Insurer may at its sole discretion repair, reinstate, replace or pay cash instead of the repair, reinstatement or replacement of the Property Insured, subject to the following conditions:

- 6.1 If the Insurer elects to pay cash instead of repairing the damage to the Property Insured, the Insurer shall pay the reasonable expenses required to repair the Property Insured to the condition in which it was immediately before the damage.
- 6.2 If the Insurer agrees that the repairs may be executed at a workshop owned by the Insured, the Insurer shall pay the cost of materials and wages incurred for the purpose of the repairs plus the associated overhead charges.
- 6.3 If the repair costs equal or exceed the Market Value of the item immediately before the loss or damage, settlement is on the basis of a total loss.
- 6.4 If there is a total loss, indemnity is limited to the Market Value of the Property Insured immediately before the loss, subject to the Limit Any One Item not having been exceeded.
- 6.5 If there is a partial loss and second hand/used parts are not available new parts will be used.
- 6.6 It is at the sole discretion of the Insurer whether the Insurer will acquire the salvage. In the event that the Insurer elects not to do so and it is agreed that the Insured will acquire the salvage in terms of a fair bidding process, the value thereof will be deducted from the amount of the loss settlement.
- 6.7 The cost of any provisional repairs is to be borne by the Insurer if such repairs constitute part of the final repairs and do not increase the total repair costs.

6.8 The cost of any alterations, additions and/or improvements which may be undertaken as a result of any loss or damage is not recoverable in terms of the Policy.

6.9 Automatic Reinstatement

If there is a partial loss the Sum Insured is not reduced by the amount paid or payable by the Insurer, and the Insured must at the Insurer's discretion pay to the Insurer a pro-rata premium from the date of loss or damage to the end of the current Period of Insurance.

6.10 Additional Costs

In the event of an indemnifiable loss to the Property Insured, the Insurer will pay charges in respect of dismantling and re-erection, removal of debris and fire brigade incurred for the purpose of effecting the repairs limited to a maximum of R 20 000 per event, or the Additional Costs Limit of Indemnity stated in the Policy Schedule per event.

This endorsement is subject to the deductible as stated in the Policy Schedule and where a higher Additional Costs Limit of Indemnity is selected, this endorsement will also be subject to the additional premium as stated in the Policy Schedule.

The Insurer determines payments on the basis of documentary evidence and justification, as the Insurer may require.

6.11 Recovery Costs

In the event of an indemnifiable loss to the Property Insured, the Insurer will pay charges in respect of salvaging, recovering, withdrawing and removing the Property Insured to suitable premises for repair and return delivery of the repaired Property Insured, limited to a maximum of R 20 000 per event, or the Recovery Costs Limit of Indemnity stated in the Policy Schedule per event.

This endorsement is subject to the deductible as stated in the Policy Schedule and where a higher Recovery Costs Limit of Indemnity is selected, this endorsement will also be subject to the additional premium as stated in the Policy Schedule.

The Insurer determines payments on the basis of documentary evidence and justification, as the Insurer may require.

6.12 Expediting Costs

In the event of an indemnifiable loss to the Property Insured, the Insurer will pay extra charges for overtime, night work, work on public holidays, express and air freight to a maximum of R 20 000 per event, or the Expediting Costs Limit of Indemnity stated in the Policy Schedule per event.

This endorsement is subject to the deductible as stated in the Policy Schedule and where a higher Expediting Costs Limit of Indemnity is selected, this endorsement will also be subject to the additional premium as stated in the Policy Schedule.

The Insurer determines payments on the basis of documentary evidence and justification, as the Insurer may require.

6.13 Currency Fluctuation

In the event of an indemnifiable loss in terms of the Policy, should the value of the Property Insured described in the Policy Schedule exceed the Limit of Indemnity as a result of a verifiable devaluation of the South African currency to the country of supply and origin during the Period of Insurance, the Limit of Indemnity is deemed to be increased by an amount not exceeding 10%, or the Currency Fluctuation percentage stated in the Policy Schedule.

This endorsement is subject to the additional premium as stated in the Policy Schedule.

ADDITIONAL COVER (if stated in the Policy Schedule)

1. Continuing Hire in Charges

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy covers the continuation of the hire charges as agreed under a written contract, stating terms and conditions of hire (Contractors Plant Hire Association (CPHA) or equivalent to CPHA) following an indemnifiable loss to the Property Insured under the Hired-In Plant and Equipment Section.

The liability of the Insurer in respect of any one claim is not to exceed the Indemnity Period or the Limit of Indemnity as stated in the Policy Schedule or until the Property Insured is returned to the Hire Company, whichever occurs first.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

2. Own Damage on Public Roads

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy will cover loss or damage to Property Insured whilst on a public road.

The cover is subject to the Property Insured and the operator being fully compliant with the latest National Road Traffic Act and all regulations stated therein.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

3. Plant and Equipment Hired-In and Subsequently Hired Out

3.1 It is agreed that, subject to the terms, exclusions, exceptions, provisions and conditions contained in this Policy, or endorsed thereon:

3.1.1 Indemnity under this extension shall only operate if the Property Insured, hired in and subsequently hired out by the Insured, was hired by the Insured in terms of a written Hire Agreement and was subsequently hired out in terms of a written contract of hire recording the item/s hired and stipulating the terms and conditions of hire of the Contractors Plant Hire Association (CPHA) or equivalent.

3.1.2 Where it is stipulated by the written contract of hire that the hirer shall be responsible to procure and maintain appropriate and adequate insurance cover for the Property Insured hired out by the Insured, this extension shall not apply and the Insurer shall not be liable for any loss or damage sustained to the Property Insured whilst hired out to the hirer, whether in use or not.

3.1.3 The liability of the Insurer under this extension is subject to and conditional upon the Insurer's right of subrogation never being prejudiced or compromised in any way whatsoever.

3.1.4 In the event of an indemnifiable loss to any Property Insured in circumstances where that Property Insured was hired out by the Insured without a qualified operator, the deductible stated in the Policy Schedule shall automatically be doubled.

3.2 This extension does not apply to the Third Party Liability Section of the Policy at all.

3.3 Cover under this extension is subject to payment of the additional premium stated in the Policy Schedule.

4. Strike, Riot and Civil Commotion (Excluding Republic of South Africa and Namibia)

It is agreed and understood that subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy covers loss or damage to Property Insured directly occasioned by or through or in consequence of:

(i) civil commotion, labour disturbances, riot, strike or lockout;

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in i) above;

(iii) the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage but excluding loss or damage caused by or arising from theft or any attempt thereat.

Provided that this extension does not cover:

(a) loss or damage occurring in the Republic of South Africa and Namibia;

- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in General Exception 1 or 2 (i), (ii) A (a) and B of this Policy or the act of any lawfully established authority in controlling, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this extension, the burden of proving the contrary rests on the Insured.

The liability of the Insurer in respect of any one claim is not to exceed the Sum Insured as stated in the Policy Schedule.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

5. Munitions of War

The General Exception 1 (War and Terrorism) will not apply to a claim made by the Insured arising from or occasioned by the detonation of munitions of war or parts thereof in circumstances where the presence of such munitions does not result from a state of war current at the time of such loss or damage, limited to the Munitions of War Limit of Indemnity stated in the Policy Schedule per event.

This extension does not however extend to cover loss or damage to the Property Insured as covered by NASRIA or SASRIA.

This endorsement is subject to the deductible as stated in the Policy Schedule.

6. Underground Plant and Equipment

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy covers loss or damage to the Property Insured whilst being used for tunnelling or being used underground.

Abandonment of the Property Insured underground is excluded.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

7. Reduced Deductible for Windscreen

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, if the sole damage to the Property Insured is to window glass the deductible shall be reduced as stated in the Policy Schedule.

This endorsement is subject to the additional premium as stated in the Policy Schedule.

EXCEPTIONS TO OWNED PLANT AND EQUIPMENT AND HIRED-IN PLANT AND EQUIPMENT SECTIONS

The Insurers will not indemnify the Insured in respect of:

1. loss of or damage to ground engineering tools, drill pipes, collars, rock bits, reamers, stabilizers, core barrels, logging equipment, casings and tools of all kinds while below the rotary table and/or below ground level;
2. loss of or damage to Property Insured working on platforms on tidal water's edge, on barges or on pontoons;
3. loss of or damage to Property Insured consequent upon total or partial immersion in tidal waters;
4. loss of or damage to Property Insured whilst on a public road (excluding construction sites), unless included by endorsement to the Policy;
5. any third party liability as provided for in terms of the Third Party Liability Section of the Policy;
6. loss of or damage to parts and attachments which by their use and/or nature suffer a high rate of wear and tear, deterioration or depreciation, unless the loss or damage is as a result of other indemnifiable loss or damage to the Property Insured in which case the Insurer will contribute a reasonable amount not exceeding the residual value of such expendable or exchangeable parts and attachments.

This includes but is not limited to, items such as bits, drills, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, tyres and tubes, connecting wires and cables, flexible pipes, jointing and packing material regularly replaced;

7. the cost of repairing, replacing or rectifying wear and tear, corrosion, erosion, oxidation or gradual deterioration and/or any loss or damage arising therefrom;
8. loss of or damage to aircraft and waterborne vessels and water craft;
9. mechanical or electrical breakdown or derangement, freezing of coolant or other liquids, defective lubrication or lack of oil or coolant. However, if as a consequence of such loss or damage, further loss or damage is caused, such loss or damage is indemnifiable;
10. loss or damage resulting from known faults and defects;
11. any costs for standard adjustment, rectifying functional failures and maintenance of the Property Insured, unless necessary in connection with repairs following an indemnifiable loss or damage of an insured loss;
12. loss or damage resulting from use of any Property Insured after damage has occurred, but before permanent repair has been effected;
13. consequential loss, damage or liability of whatsoever nature other than as more specifically provided for herein;
14. loss or damage for which the manufacturer or supplier of the Property Insured is legally or contractually liable;
15. loss or damage occurring while the Property Insured is undergoing a test of any kind in excess of its design operating specifications or is being used in any manner or for any purpose other than that for which it was designed;
16. loss of or damage to experimental or prototype equipment;
17. loss of any Property Insured by disappearance or by shortage where such loss is revealed only by a routine inventory or periodic stocktaking or cannot be related to a specific occurrence;
18. loss of or damage to the Property Insured due to abandonment;
19. loss of or damage to the Property Insured arising out of absconsion. For the purposes of this exception the word "absconsion" shall mean dishonest, malicious or illegal acts of any party hiring or leasing the Property Insured;
20. loss of or damage to the Property Insured caused by vermin, mildew or fungus;
21. loss of or damage whilst the Property Insured is being transported or conveyed in the course of any marine or air transit;
or
22. wilful acts or omissions which are reckless.

THIRD PARTY LIABILITY SECTION (if stated in the Policy Schedule)

1. Basis of Indemnity

The Insurer agrees to indemnify the Insured against all sums which the Insured is legally liable to pay as compensation or damages or costs and expenses arising out of or in connection with:

- 1.1 accidental death of or bodily injury or illness or disease to third party persons; or
- 1.2 accidental loss of or damage to property belonging to third parties;

except as specifically excluded hereunder, occurring in direct connection with the performance of the Property Insured, as insured by the Owned Plant and Equipment Section and Hired-In Plant and Equipment Section of the Policy occurring during the Period of Insurance and not exceeding the Limit of Indemnity as stated in the Policy Schedule.

The Insured acknowledges that the indemnity is subject to and conditional upon the terms, exclusions, exceptions, provisions and conditions contained in the Policy.

2. Limit of Indemnity

The liability of the Insurer under this Section must not exceed the Limit of Indemnity as stated in the Policy Schedule for any one occurrence.

3. Legal Defence Costs

In respect of any claim for compensation to which the indemnity provided by this section of the Policy applies, the Insurer agrees to indemnify the Insured with the prior written consent of the Insurer (which consent is not to be unreasonably withheld) against:

- 3.1 all costs and expenses of litigation recovered by any claimant from the Insured; and
- 3.2 all costs and expenses of litigation incurred;

provided that the liability of the Insurer in respect of any one occurrence does not exceed the limit for Legal Defence Costs as stated in the Policy Schedule.

EXCEPTIONS

The Insurers will not indemnify the Insured in respect of:

1. expenditure incurred in repairing, replacing or reinstating any of the Property Insured under the Owned Plant and Equipment Section and Hired-In Plant and Equipment Section of the Policy;
2. liability arising in respect of death of or bodily injury or illness or disease, damage to and/or loss of use of any Property Insured directly or indirectly caused by seepage, pollution or contamination unless caused by a sudden unintended and unforeseen occurrence;
3. the cost of removing, nullifying or cleaning up seepage, pollution or contaminating substances unless caused by a sudden unintended and unforeseen occurrence;
4. fines, penalties, consequential loss, punitive or exemplary damages; or
5. liability arising out of:
 - 5.1 death of or bodily injury or illness or disease of employees or workmen under contract of employment of the Insured;
 - 5.2 loss of or damage to property belonging to or held in care, custody or control of the Insured;
 - 5.3 death of or bodily injury or illness or disease whilst on a public road (excluding construction sites) unless included by endorsement to the Policy;
 - 5.4 loss or damage caused by the Property Insured whilst on a public road (excluding construction sites) unless included by endorsement to the Policy;
 - 5.5 any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
 - 5.6 technical or professional advices given by the Insured or by any person acting on behalf of the Insured;
 - 5.7 loss of or damage to aircraft and waterborne vessels and craft, and any airside and marine liability; or
 - 5.8 death of or bodily injury or illness or disease or damage to and/or loss of use of any third party property which by contract should be more specifically insured.

SPECIAL CONDITIONS

Underground Cables, Pipes and other facilities

The Insurer only indemnifies the Insured in respect of liability arising out of direct loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has obtained as built drawings (drawings indicating the position of the underground facilities) of the existing underground cables and/or pipes or other underground facilities from the relevant authorities, owner, person, or body concerned detailing the exact positions and takes all reasonable steps to avoid damage to same.

Claims in respect of loss of or damage to such underground cables and/or pipes or other underground facilities which are in the same position as shown on the as built drawings (drawings indicating the position of the underground facilities) are payable after applying a deductible of 50% of the loss amount or the deductible as stated in the Policy Schedule for Underground Services, whichever is the greater.

Claims in respect of loss of or damage to such underground cables and/or pipes or other underground facilities which are incorrectly shown on the as built drawings (drawings indicating the position of the underground facilities) are payable after applying the deductible as stated in the Policy Schedule for Underground Services.

The Insurer's indemnity afforded by this Special Condition is in any case limited to the Insured's liability to repair, replace or reinstate such underground cables and/or pipes or other underground facilities only, and any fines, penalties, consequential losses, punitive or exemplary damages are excluded from this indemnity.

ADDITIONAL COVER BY ENDORSEMENT (if stated in the Policy Schedule)

Third Party Liability on Public Roads

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Insurer is to indemnify the Insured against all sums which the Insured is legally liable to pay as compensation or damages or costs and expenses arising out of or in connection with:

1. accidental death of or bodily injury or illness or disease to third party persons; or
2. accidental loss of or damage to property belonging to third parties;

arising out of or in connection with the Property Insured as insured by the Owned Plant and Equipment Section and Hired-In Plant and Equipment Section of the Policy occurring during the period of insurance whilst on a public road.

This cover is subject to the Property Insured and the operator being fully compliant with the latest National Road Traffic Act and all regulations stated therein.

The liability of the Insurer in respect of any one claim is not to exceed the Limit of Indemnity for this endorsement as stated in the Policy Schedule.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

ADDITIONAL COVERS BY ENDORSEMENT TO ALL SECTIONS OF THE POLICY (if stated in the Policy Schedule)

1. Goods on the Hook

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy covers accidental loss or damage to goods not otherwise insured, being hoisted, lifted or lowered at the time of the occurrence, as a consequence of an indemnifiable event occurring to the Property Insured. The liability of the Insurer in respect of any one claim is not to exceed the lesser of the market value of the goods or the limit of Indemnity for this endorsement as stated in the Policy Schedule.

This cover does not provide indemnity for items otherwise insured.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.

2. Multiple or Tandem Lifts

It is agreed and understood that, subject to the terms, exclusions, exceptions, provisions and conditions contained in the Policy or endorsed thereon, the Policy covers loss or damage to Property Insured during operation in which a load is shared by two or more cranes provided always that:

- Ground conditions are stable, compacted and level for each crane;
- Lift is designed by a qualified professional engineer and supervised by appropriately qualified personnel;
- Signal personnel, riggers and operators are familiar with the design plan and lift procedure prior to lift taking place;
- Signal personnel are positioned to view the entire operation and give clear signals to each crane operator during the lift maintaining radio contact at all time;
- Cranes are in good operational condition;
- No crane is loaded to more than 75% of its net capacity;
- Hoist lines are kept vertical at all times; and
- Cranes must be equipped with a load gauge to ensure that the lift stays within the calculated safe operating conditions of the lift plan.

The liability of the Insurer in respect of any one claim is not to exceed the Limit of Indemnity as stated in the Policy Schedule.

This endorsement is subject to the additional premium and deductible as stated in the Policy Schedule.