Material Damage (Fire) policy

Welcome

Dear Insured

Thank you for purchasing this Sasria Material Damage (Fire) policy.

Please read your policy carefully to understand what your policy covers, and your rights and responsibilities under this policy. Read this wording together with your Sasria policy schedule.

You can contact your underlying insurer, intermediary or us on 011 214 088,086 172 7742, on contactus@sasria.co.za and www.sasria.co.za.

1 WHAT YOUR POLICY CONSISTS OF

- 1.1 This policy, your insurance contract with us, comprises:
 - this policy wording;
 - your Sasria policy schedule;
 - any amendment to this policy from time to time;
 - the terms, conditions and exclusions and warranties of the underlying policy except as provided for in this policy wording.
- 1.2 For your Sasria policy to be valid the Sasria policy schedule must bear the signature of an authorised Sasria representative.
- 1.3 This policy attaches to your underlying policy which must be in force when the covered event occurs, but the "Sasria Special Risk Cover" only applies to the basic cover of the underlying policy. It does not apply to any additional perils or extensions included in the underlying policy, whether optional or not.
- 1.4 We can provide you with extensions to this policy on payment of an additional premium and subject to us issuing a signed written endorsement. You can find the list of extensions under the Fire Extensions.

2 WHO WE COVER

2.1 The Insured only

(1) We cover you, the Insured only.

2.2 No Rights to Other Persons

- (1) Only you can claim under this policy.
- (2) Nothing in this policy gives any rights to any other person other than you.
- (3) You may not cede or otherwise transfer any rights under this policy to any other person.

3 WHO WE COMPENSATE

- (1) If we accept liability we compensate you, the Insured only.
- (2) If the destroyed or damaged property is still under finance, and the interests of the financier are notified to us at the time of the claim, we will pay the financier first. That payment will constitute discharge of that portion of our obligation to you under this policy.

4 WHAT WE COVER AND HOW WE COMPENSATE YOU

4.1 Period of insurance

The period of insurance of this Sasria policy is the same as the period of insurance of your underlying policy.

4.2 Compensation

We will compensate you for the physical loss of or physical damage to the property insured in the underlying policy at the risk address specified therein or in your Sasria policy schedule occurring during the period of insurance, provided that the physical loss or physical damage is directly caused by:

- (1) any riot, strike or public disorder (including civil commotion, labour disturbances or lock-outs) or any act or activity which is calculated or directed to bring about a riot, strike or such disorder;
- (2) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or provincial, local or tribal authority with force by means of fear, terrorism or violence;
- (3) any act which is calculated or directed to bring about the physical loss or physical 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 tribunal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (4) any attempt to perform any act referred to in clauses (1), (2) and (3) above;
- (5) the act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses (1), (2), (3) or (4) above;
- (6) theft of goods directly committed as part of the acts described in clauses (1) to (4) above.
- 4.3 If the property insured is leased, rented or hired by you under an agreement that requires you to insure the property at an agreed value, the Sum Insured will be that agreed value.
- 4.4 No excess is payable under this policy.
- 4.5 If you have a valid claim we will compensate you by making a payment to you, or by repairing, replacing and reinstating the destroyed or damaged property as provided for.
- 4.6 Cover for mayors' and municipal councillors' primary place of residence:

A municipality can insure its mayors' and councillors' primary residences listed as a risk address on the underlying policy schedule including house contents. Provided that:

- (1) The cover includes only one listed primary place of residence of any mayor or councillor;
- (2) The maximum limit of indemnity for each primary residence and contents is R1.5 million.
- (3) The municipality must declare to the underlying insurer the total number of mayors and councillors covered under the policy and their risk addresses at inception and renewal of this policy; and
- (4) The cover for house contents is limited to a maximum of 30% of the value of the residence not exceeding the combined limit of R1.5 million.
- (5) Mayors' and councillors' residences and contents are insured during their term of office only and the insurance automatically terminates when the mayor's or councillor's term ceases.

4.7 Limit of Compensation and Average

- (1) The limit in the annual aggregate of compensation for the period of insurance is R500 million (excluding VAT) per Insured, irrespective of the number of risk addresses. That is even if the Sum Insured exceeds R500 million (excluding VAT).
- (2) Where immediately prior to its loss or damage, the collective value of property insured under this policy is greater than the Sum Insured you will deemed to be your own insurer for the difference and our liability will be limited to that sum which bears the same proportion of the amount of the loss or damage as the Sum Insured bears to the collective market value of that property. That is despite the limit of compensation for the period of insurance being R500 million (excluding VAT).
- (3) The limit of compensation of R500 million applies to the entire policy and includes all extensions provided to you in terms of paragraph 1.4 above.
- (4) Cover may be reinstated if the limit of compensation has been exhausted during the period of insurance.
- (5) An additional premium will be charged for reinstated cover for the remainder of the period of insurance.

4.8 Basis of Indemnification

(1) We will calculate compensation, for a single loss or damaged item, or for the lost or damaged items together on the Sum Insured even if there is a basis of loss settlement clause in the underlying policy. Compensation is calculated At Cost, subject to the Limit of Compensation and Average.

4.9 Reinstatement clause

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

Provided that -

- (1) You intimate in writing to us within the six (6) months of the date of damage or such further time as we may in writing allow, your intention to replace or reinstate the insured property.
- (2) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to your requirements subject to our liability not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment beyond the amount that would have been payable if these conditions had not been incorporated herein, will be made.
- (3) Until expenditure has been incurred by you in replacing or reinstating the property, we will not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.
- 4.10 If, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged or destroyed, exceeds the Sum Insured at the commencement of any damage or destruction to such property by a defined event, then you will be considered as being your own insurer for the excess and will bear a rateable proportion of the loss accordingly.

4.11 No concurrent causes

This policy does not indemnify you for any loss or damage which is caused by, results from, arises from or is contributed to by any other cause or event that contributes concurrently or in sequence with that loss or damage where that other cause or event is not expressly insured under this policy.

4.12 Payments on account

Where any amount recoverable from us is delayed pending finalisation of any claim, then payments on account may be made to you if required and at our sole discretion. You have no right to claim a payment on account.

4.13 No interest

No interest accrues in respect of any claim and no interest is payable on any claim or payment on account in any circumstances whatsoever.

4.14 Cancellation

- (1) You may cancel your Sasria cover on one month's written notice to us.
- (2) We may cancel your Sasria cover on one month's written notice to you. On cancellation by us, you are entitled to claim any pro rata premium for the remainder of the period of insurance from the date of cancellation unless you have an existing loss or claim under this policy.
- (3) We may also cancel your Sasria cover as provided for in the Fraud clause.

4.15 Termination of your Sasria cover

The policy terminates automatically:

(1) if you have not paid the premium due as provided for in the Premium clause:

where the underlying policy has been cancelled or avoided by that Insurer. Cover will be automatically cancelled from the date on which your underlying policy is cancelled or void,

5 WHAT WE DON'T COVER

5.1 We will not compensate you for:

- (1) property insured which is not at the time of the risk event referred to in paragraph 4.2 above at the risk address specified in the underlying policy or your Sasria policy schedule;
- any loss of use of the property insured absent direct physical loss of direct physical damage to the property insured;
- any form of consequential or indirect loss or damage of any kind or description whatsoever, nor deterioration of stock or perishables because of damage to public supply utilities;
- (4) loss of rent except where the underlying policy specifically insures loss of rent and in which case we will only compensate you if the underlying policy specifically insures loss of rent and then subject to the applicable indemnity period of the underlying policy, but even then only until the property insured is again suitable to be rented out or occupied;
- (5) consequential loss or damage resulting from stopping work, totally or partially, or from the delay, interruption or stoppage of any process or operation;
- (6) loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning the property insured, permanently or temporarily, or any attempt to do so;
- (7) any attempt to perform any act referred to in (5) and (6) above;

- (8) loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent, or cyberattack;
- (9) loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or a state of siege. Including the act of any lawfully established authority in controlling, preventing, suppressing, or in any way dealing with any occurrence referred to in herein;
- (10) loss or damage caused directly or indirectly by, or through, or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 or any similar act operative in South African territory to which this policy applies;
- (11) loss or damage caused by prevention of access (for example, deterioration of stock or perishables or machinery damage);
- (12) any loss or damage which is caused by, results from, arises from, or is contributed to by any cause referred to in paragraphs 4.2(1), (2), (3), (4), (5) and (6) above that commenced prior to your agent or your broker sending us a written request for cover or any amendments under this policy;
- (13) loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
- (14) loss of or damage to the property insured as a result of or in consequence of the act of theft, sabotage or malicious damage;
- (15) loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environment effects:
- (16) physical loss of or damage to property not situated in the Republic of South Africa or the territorial waters of the Republic of South Africa;
- (17) any theft, other than contemplated in paragraph 4.2 above;
- (18) vandalism;
- (19) any organised conspiracy to commit criminal acts;
- (20) any damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of the above, combustion includes any self-sustaining process of nuclear fission or fusion.

The indemnity provided by this policy does not apply to nor include damage directly caused or contributed to by or arising from nuclear weapons' materials.

- (21) all loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - (a) any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System;
 - (b) 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;

- (22) 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;
- (23) 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 us 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, or any other sanctions applicable to us or our reinsurers;
- (24) third party liability;
- any loss, damage, cost or expense whatsoever or any consequential loss 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;
- any loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;
- any claim in any way caused or contributed to by the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent;
- (28) any loss, damage, cost or expense, directly or indirectly caused by, arising out of, in any way or to any extent contributed to by, or in connection with Electricity Grid Failure.

This exclusion applies to any riot, strike or public disorder (including civil commotion, labour disturbances or lock-outs) directly or indirectly caused by, arising out of, in any way or to any extent contributed to by, or in connection with Electricity Grid Failure.

This exclusion also applies to consequential or indirect losses in respect of any supply by public utilities that is affected in any way by Electricity Grid Failure, including but not limited to, the disruption of water, telecommunications or sewerage supply or systems. It also includes any other direct or consequential or indirect losses such as the deterioration of any food or any other items.

This exclusion does not apply to loadshedding.

6 YOUR RESPONSIBILITIES

6.1 Conditions Precedent

The due observance and fulfilment by you and your management of all of your responsibilities under this policy, and the underlying policy, are conditions precedent to our liability to make any payment to you under this policy.

6.2 You must have an underlying policy in force

To benefit from the Sasria Special Risks Cover provided for in this policy, you must have at all times an underlying policy in force that excludes Sasria cover at the time of the event that gives rise to your loss.

6.3 Reasonable precautions

You must at your own cost take all reasonable steps and precautions to prevent and mitigate any insured loss or damage.

6.4 Misrepresentation, misdescription and non-disclosure

You or your representatives and anyone on your behalf must not make any misrepresentation, misdescription or non-disclosure in any material particular. If you do, then such misrepresentation, misdescription or non-disclosure will render this policy voidable at our sole discretion.

6.5 **Providing information**

- (1) You must notify the underlying insurer and us immediately upon becoming aware of any claim, or circumstances that may give rise to a claim that has not (been disclosed to us), occurring during the period/s between:
 - a) the date of the proposal; and
 - b) the inception and/or renewal hereof; or
 - c) the date we are placed on risk.
- You must give us all relevant information when seeking Sasria cover and when claiming. That information must be complete and correct. You must not withhold any information or give us false or incorrect information. We rely on the completeness and correctness of all the information which you provide.

6.6 **Sharing information**

- (1) We will process Personal Information provided to us or obtained by us in accordance with the Protection of Personal Information Act, 2013. Personal Information is collected, held and processed to provide the service provided to you and to provide the Insured with access to our services and products.
- (2) We, and the underlying insurer and their authorised agents, may collect Personal Information from you directly from your usage of our policy, from your engagements and interactions with us or from public sources, shared databases and third parties.
- (3) We may process your information or obtain information about you for the conclusion and performance of this policy including:
 - (i) Underwriting, assessing the risk, determining the premium and the policy terms
 - (ii) Assessment, investigation and processing of claims
 - (iii) Credit searches and/or verification of Personal Information
 - (iv) Claims checks
 - (v) Fraud prevention and detection
 - (vi) Audit and record keeping purposes
 - (vii) Verification of the Insured's identity
 - (viii) To comply with an obligation imposed by any law on us
 - (ix) Reinsurance of any insured risk.
 - (x) Sharing the information with service providers engaged to process such information on our behalf or render services to us.
- You acknowledge 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. You acknowledge and understand that any Personal Information may be given to us, the underlying insurer and our reinsurers and all of those persons' respective agents.

- (5) You acknowledge that the information may be verified against legally recognised sources or databases.
- (6) We 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. You may request details of your Personal Information that is held by us and you may also request that any errors be corrected.
- (7) To view our full privacy statement, please visit our website at www.sasria.co.za

6.7 Fraud

- (1) If any claim or part thereof under this policy is in any way fraudulent, or if any fraudulent means or devices are used you or any other person (whether on your behalf or not) to obtain any benefit under this policy (whether successfully, or not) or if any event is caused by or arises out of your intentional conduct, or any person acting on your behalf with your connivance; and/or
- (2) If any fraudulent information and/or documentation, whether created by you or any other party is provided by you or any other person (whether on your behalf or not) in substantiation or support of any claim under this policy and whether or not the claim, or any component thereof, itself is fraudulent; and/or
- (3) If the quantum, in whole or part, of any claim is exaggerated by any degree whatsoever by you or any other person (whether on your behalf or not) for any reason whatsoever and whether or not the claim, or any component thereof, itself is fraudulent;

then

- (4) Any and all benefits afforded in terms of this policy in respect of the whole of such claim will be forfeited and we will have no liability whatsoever in respect of the whole of such claim in its totality.
- (5) In such circumstances we are also entitled to cancel this policy, or any section, with effect from date of first notification of such claim to us. We will also be entitled to recover anything paid or provided to you after that date without any obligation to refund any premium paid by you.

6.8 **Premium**

- (1) You must pay your premium, as specified in the Sasria Policy Schedule, on time.
- (2) Your premium is payable in advance each month or each year.
- (3) If the period of insurance is more than one month, but less than 12 months, the full premium is payable in advance.
- (4) If we do not receive your premium by the due date, subject to any applicable periods of grace as provided by the Policyholder Protection Rules, this policy will automatically terminate at midnight on the last day of the previous period of insurance unless you can prove that the failure to pay timeously was an error on the part of your agent or your broker unknown to you.
- (5) If any claim is submitted for an event that occurred after the premium due date but within any payment grace period you are required to first settle the outstanding premium within the payment grace period, before the claim will be processed.
- (6) If the agreed policy premium frequency is monthly and this policy is a new policy, any premium grace period will only apply to premiums due from the second month of the currency of this policy.

(7) Any adjustment of the premium clause or condition in your underlying policy does not automatically apply to this Sasria policy.

6.9 Applicable law and Dispute resolution

This policy is subject to the laws of the Republic of South Africa and any disputes are subject to the exclusive jurisdiction of the High Courts of South Africa provided that when any dispute arises the parties may agree to arbitrate the dispute.

6.10 How you must claim and what you must do when claiming

- (1) On the happening of any event which may result in a claim under this policy, you must at your own expense:
 - (a) give written notice thereof to your underlying insurer within 30 days of the insured event and provide particulars of any other insurance covering such events as are hereby insured;
 - (b) as soon as practicable after the event, inform the police of any claim involving the theft of goods or, if required by law or us other loss of or damage to the insured property and take all practicable steps to discover the guilty party and to recover the stolen goods;
 - (c) within 60 days after the event submit to your underlying insurer and us full details in writing of any claim;
 - (d) give your underlying insurer and us such proof, information and sworn declarations as we and the underlying insurer may require.
 - (e) If, after the payment of a claim in terms of this policy in respect of lost or stolen goods, the goods (the subject matter of the claim) or any part thereof is located, you must render all assistance in the identification and physical recovery of such goods if called on to do so by us, provided that your reasonable expenses in rendering such assistance will be reimbursed by us. Should you fail to render assistance in terms of this condition when called upon to do so, you will immediately become liable to repay to us all amounts paid in respect of the claim.
 - (f) You must safeguard any damaged property and not leave that property without supervision.

6.11 Time period limitations

- (1) You must comply with the time periods referred to in 6.10 (1)(a) and (c) above.
- (2) No claim will be payable unless you claim payment by serving legal process on us within 12 months of the rejection of the claim in writing by us and pursue such proceedings to finality.
- (3) No claim will be payable after the expiry of 24 months or such further time as we may allow in writing from the happening of any event unless the claim is the subject of pending legal action against us.

6.12 Our rights after an event

- (1) You must do nothing which will prejudice or limit our rights of recovery against any other party.
- (2) No admission, statement, offer, promise, payment or indemnity may be made by you without our written consent.
- (3) On the happening of any event in respect of which a claim is or may be made under this policy, we and every person authorised by us, including the underlying insurer may, without thereby incurring any liability and without diminishing our rights to rely upon any conditions of this policy;

- (a) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition will be evidence of the leave and licence authority of you to us to do so. You are not entitled to abandon any property to us whether taken possession of by us or not;
- (b) prosecute in your name for our own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any such claim.

You must, at our expense, do and permit to be done all such things as may be necessary or reasonably required by us for the purpose of enforcing any rights to which we will be, or would become, subrogated upon indemnification of you whether such things are required before or after such indemnification.

7 INTERPRETING THIS POLICY

7.1 No contra proferentem

- (1) The policy must not be interpreted against us.
- (2) The rule known as the *contra proferentem* rule does not apply to the interpretation of this policy.

7.2 Inconsistencies and conflicts

Where there are any inconsistencies or conflicts between the underlying policy wording and this policy, then the wording of this policy takes precedence.

7.3 Words and Phrases

Words in the singular include the plural.

- (1) "At Cost" means the actual direct costs incurred in repairing, replacing or reinstating damage to destroyed property. Provided that any third party has been engaged on competitive terms. And excludes profit.
- (2) "Civil Commotion" means a disturbance on an extensive scale among the citizens or residents of the state directed to a common purpose.
- (3) "Communicable Disease" means any disease, which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (a) 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
 - (b) 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
 - (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of, value of, marketability of or loss of use of property.
- (4) "Computer System" means 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.
- (5) "Consequential Loss" means loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk occurring.

- (6) "Data" means 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.
- (7) "Electricity Grid Failure" means the total or partial failure of, interference with, interruption to or suspension of any electricity supply, in any manner and from any source, and for any reason (including fortuitous or malicious damage and any inability) which affects an entire or major part of any municipal area (including local, district, regional or any other local government area that is created by law)or any major part of any province or the country at substantially as a whole at substantially the same time, including any interruption, power surge or suspension occurring as a result of the reconnection or reinstatement of electricity supply.
- (8) "Labour disturbance" means disturbance of an employment relationship involving an overt disturbance of the public peace in defiance of authority leading to physical damage.
- (9) "Loadshedding" means the intentional, total or partial, withholding, curtailment or limiting of electricity supply (from any source) by any electricity supplier other than you, implemented in phases. , .
- (10) "Lock-out" means a lock-out as contemplated under the Labour Relations Act, 1995, or its successor legislation
- (11) "Personal Information" means personal information as defined and protected in terms of the Protection of Personal Information Act, 2013.
- (12) "Public disorder" means a violent disturbance, more than a riot, on an extensive scale amongst a substantial number of members of the public directed to a common purpose.
- (13) "Riot" means a violent, tumultuous and turbulent breach of the civil order of the community by an assembly of persons acting together and not as individuals.
- (14) "Sasria Special Risks Cover" means the cover provided under this policy described under "WHAT WE COVER AND HOW WE COMPENSATE YOU."
- (15) "Strike" means the partial or complete concerted cessation of work on the party of a body of workers for the purpose of obtaining some concession from the employer or employers.
- (16) "Sum Insured" means that amount specified in your Sasria policy schedule, alternatively the underlying policy. The Sum Insured is inclusive of VAT irrespective of whether the underlying policy's sum insured is exclusive of VAT or not. The Sum Insured is not the Limit of Compensation.
- (17) "Terrorism" means an act including but not limited to 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 organisation or government or any other person or body of persons, committed for political, religious, ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.
- (18) "You" and "Your" means the Insured specified in your Sasria policy schedule.
- (19) "We", "Our" or "Us", means Sasria SOC Limited.