

SAFIRE INSURANCE COMPANY LIMITED
Policy Excesses, Endorsements and Warranties
Commercial Policy Non-motor only

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PART 1 - EXCESSES

This policy excess document must please be read in conjunction with the policy schedule and Commercial policy wording.

SAFIRE COMMERCIAL NON-MOTOR EXCESSES

General

| | |
|---|----------------------------------|
| Excess applicable to any claim received within three months of the inception of the policy: | <i>additional excess of R500</i> |
| Excesses applicable to lightning strike: | |
| Lightning strikes whilst not protected by SABS or other approved lightning-arrestor | 15% of claim, minimum R750 |
| Lightning strikes whilst protected by SABS or other approved lightning-arrestor | 10% of claim, minimum R500 |
| Lightning strikes to computer equipment including software and peripherals | |
| whilst not protected by SABS approved lightning arrestor | 15% of claim, minimum R1 500 |
| Lightning strikes to computer equipment including software and peripherals | |
| whilst protected by SABS approved lightning arrestor..... | 15% of claim, minimum R1 000 |
| Excess applicable to power surge:..... | 10% of claim, minimum R1 000 |

Excess – Vaal and Orange rivers:

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|--|--------------|
| All flood damage as a result of the Vaal and Orange rivers bursting / overflowing their banks..... | 25% of claim |
|--|--------------|

C01: Fire section

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|--|---------------------------------------|
| Centre pivots..... | 10% of claim, minimum R5 000 per item |
| Repeater stations..... | 10% of claim, minimum R5 000 per item |
| Livestock (per animal) (fire & lightning cover only) | 10% of claim, minimum R250 |
| Fodder in the open (fire & lightning cover only)..... | 25% of claim |
| Plastic and shade-cloth structures..... | 20% of claim, minimum R5 000 |
| Deterioration of milk (fire & perils) | 10% of claim, minimum R1 500 |
| Power Surge..... | 10% of claim, minimum R1 000 |

C02: Pedigreed animals section

| | |
|--|-----------------------------|
| In respect of each and every claim (per animal)..... | 5% of claim, minimum R1 500 |
|--|-----------------------------|

C03: Buildings combined section

| | |
|---|---|
| Subsidence and landslip - first portion of each claim | 5% of sum insured or R5 000, whichever is greater |
| Burst water tanks, pipes or water apparatus | 10% of claim, minimum R500 |
| Power Surge..... | 10% of claim, minimum R1 000 |
| In respect of unoccupied buildings (>48 hours) | |
| 1. Each and every claim..... | R500 |
| 2. Each and every claim where damage is caused to geysers, water tanks, water apparatus or pipes | R500 |
| 3. The insured shall be liable for the first R5 000 of any claim in respect of the resultant damage arising from the bursting or overflowing of geysers, water tanks, water apparatus or pipes. | |
| The first amounts payable are not cumulative. | |

C04: Office contents section

| | |
|------------------|------------------------------|
| Theft | R750 |
| Power Surge..... | 10% of claim, minimum R1 000 |

C05: Business interruption section

None applicable unless stated in that section of the schedule.

C06: Accounts receivable section

None applicable unless stated in that section of the schedule.

C07: Theft section

| | |
|--|------|
| Extension 3.(b) – Locks and keys | R500 |
|--|------|

C08: Money section

None applicable unless stated in that section of the schedule.

C09: Glass section

None applicable unless stated in that section of the schedule.

C10: Fidelity section

Compulsory first amount payable

The amount payable under this section in respect of a defined event involving one employee or any number of employees acting in collusion shall be reduced by:

1. 2% of the sum insured, followed by;
2. A further amount of 10% of the net amount payable after the deduction of the amount specified in (a) above. Both amounts shall be borne in full by the insured and remain uninsured.

C11: Accidental damage section

Each and every claim10% of claim, minimum R500

C12: Goods in transit section

Each and every claim (other than hijacking and / or theft)5% of claim, minimum R500

Claims arising from hijacking and / or theft 20% of claim, minimum R2 000

C13: Business all risks section

Each and every claim (other than items specifically stated below) minimum R250 per item

Generators 10% of claim, minimum R500 per item

Cellular phones / iPods..... 10% of claim, minimum R500 per item

Two way radios / base stations 10% of claim, minimum R500 per item

GPS 10% of claim, minimum R250 per item

Laptops / iPads / tablets..... 10% of claim, minimum R1 000 per item

Tools & equipment 10% of claim, minimum R500 per item

Centre pivots 10% of claim, minimum R5 000 per item

Pumps & motors 10% of claim, minimum R500 per item

Pedal cycles with value up to R10 000..... 10% of claim, minimum R500 per item

Pedal cycles with value over R10 000..... 10% of claim, minimum R1 000 per item

Deterioration of milk (all risks)..... 10% of claim, minimum R1 500

C14: Electronic equipment section

Each and every claim (other than laptops / iPads / tablets)..... R500

Laptops / iPads / tablets..... 10% of claim, minimum R1 000 per item

C15: Stated benefits section

None applicable unless stated in that section of the schedule.

C16: Group personal accident section

None applicable unless stated in that section of the schedule.

C17: Machinery breakdown section

Each and every claim10% of claim, minimum R500

C18: Machinery breakdown - loss of profits section

None applicable unless stated in that section of the schedule.

C19: Plant all risks section

Each and every claim5% of claim, minimum R500

PL01, PL02: Public liability section

Spread of fire cover10% of claim, minimum R1000, maximum R25 000

Products liability - defective workmanship..... 10% of claim, minimum R250

Products liability - contamination of milk..... 10% of claim, minimum of R1 500

Workaway 10% of claim, minimum R250

Droving and straying of animals10% of claim, minimum R1 000, maximum R25 000

Guest house liability..... R500

PART 2 - ENDORSEMENTS & WARRANTIES

This policy endorsement & warranties document must please be read in conjunction with the policy schedule and Commercial policy wording.

SAFIRE COMMERCIAL NON-MOTOR ENDORSEMENTS & WARRANTIES

C01: Fire section

Agricultural plant and equipment in the open

Cover extends to include agricultural plant and equipment designed to be situated in the open but excludes pumps and equipment in rivers, on banks of rivers and streams below the historical maximum flood level.

Fodder in the open warranty (fire and lightning cover only)

1. The company's liability in respect of fodder or crops in the open shall be limited to R50 000 per heap or stack or a sum insured if agreed by the company and stated in the schedule.
2. There shall be clear space of at least 5 metres free of combustible material between the open veld and heaps or stacks and a further space of 10 metres where grass is cut to be a height of not more than 125 mm.
3. There shall be clear space of at least 3 metres between heaps or stacks which space shall be kept free of combustible material.
4. No heaps or stacks are within 20 metres of a railway line.
5. Fodder is under the supervision of the insured.

Livestock claims warranty (fire and lightning cover only)

In the event of a claim the insured shall provide within 7 days:

1. an affidavit for claims up to R1 500;
2. an affidavit by neighbour for claims up to R8 000;
3. a vet or stock inspector's certificate for claims over R8 000;
4. a maximum of R1 000 will be payable in respect of the re-imbursment of vet fees, unless increased by way of additional claims preparation costs up to a maximum of R5 000.

Deterioration of milk (fire and perils basis) (if stated in the schedule to be included)

Deterioration of the insured's milk is covered if caused by fire, lightning, explosion or special perils as defined in the special perils extension provided that the liability of the company in respect of any loss shall not exceed the sum insured stated in the schedule.

It is warranted that:

1. Charm II or alternate approved tests have been carried out. Such results must be provided in writing and from a recognised laboratory.
2. In the event of the buyer not keeping the contaminated milk, the claim must be accompanied by proof that the milk has been destroyed. Should the milk be returned to the producer, any income derived from such milk must be disclosed to the company.
3. Records must be kept and made available to the company in the event of a claim.
4. The company's liability in respect of any one loss will not exceed the sum insured as stated in the schedule.
5. The insured will be responsible to pay the first 10% of the claim with a minimum of R1 500, unless stated otherwise in the schedule.

Deterioration of stock (fire and perils basis) (if stated in the schedule to be included)

Deterioration of refrigerated goods is covered if caused directly by damage to the refrigeration or freezer plant by fire, lightning, explosion or special perils as defined in the special perils extension provided that the liability of the company in respect of any loss shall not exceed the sum insured stated in the schedule.

Plastic structures and shade-cloth structures warranty

If at commencement or renewal of the policy, the plastic sheeting of any structure or shade-cloth covered areas is older than 2 years from the date when first installed, no cover shall apply in respect of such plastic sheeting or shade-cloth.

It is warranted that:

1. the plastic sheeting of the structures have a minimum thickness of 200 microns;
2. the tunnels and its plastic sheeting have been erected and installed according to the manufacturer's specifications;
3. the insured is in possession of a written guarantee from the manufacturer or supplier of the plastic sheeting or shade-cloth.

Thatch risks

This section specifically excludes loss or damage to property by fire caused directly as a result of lightning or thunderbolt unless the property is protected by an SABS or other approved lightning conductor. In the event of a fire, the onus of proof that the fire was not as a result of lightning rests with the insured. However, in the event of loss or damage by fire spreading from a neighbour's property where the proximate cause of such fire is attributed to lightning or thunderbolt, this exclusion will not apply.

Livestock (excluding game) freezing / extreme heat (if stated in the schedule to be included)

Loss or damage in respect of death or destruction of the livestock (including pedigreed animals) described in the schedule directly caused by:

1. storm, wind, water, hail or snow;
2. freezing with the exception of loss or damage due to a drop in temperature which is not accompanied by storm, wind, water, hail or snow.

Provided that:

The cover under this extension will only commence after a period of 7 days has expired / lapsed from the inception date of this extension.

Always provided that:

The insured shall be responsible for the following first amount payable in the event of each and every claim which may occur:

Angora goats

1. Within 2 months of being shorn 25% of claim, minimum R500
2. Otherwise..... 10% of claim, minimum R250

All other goats and sheep

1. Within 2 months of being shorn 10% of claim, minimum R250
2. Otherwise..... 5% of claim, minimum R250

All other livestock 10% of claim, minimum R250

Claims preparation costs

The limit is R20 000.

Power surge extension (if stated in the schedule to be included)

This section has been extended to cover power surge to any electrical equipment whilst in the building(s) at the premises stated in the schedule, provided that the company's liability shall be limited to R15 000 or an agreed sum insured stated in the schedule.

C02: Pedigreed animals section

Cover in respect of fire and lightning is included in the basic cover.

C03: Buildings combined section

A building with unoccupancy applicable

1. Valuables, personal property and clothing are not covered if the building is left unattended for more than 48 consecutive hours.
2. Unless the building is occupied by the insured, loss or damage by theft is not covered unless accompanied by forcible and violent entry/exit from the building.
3. It is a condition of this insurance that the building must be inspected at least fortnightly by an authorised person.
4. Each and every claim Excess: R500
5. Damage caused to geysers, water tanks, water apparatus or pipes Excess: R500
6. The insured shall be liable for the first R5 000 of any claim in respect of the resultant damage arising from the bursting or overflowing of geysers, water tanks, water apparatus or pipes.

The first amounts payable are not cumulative.

Thatch risks

This section specifically excludes loss or damage to property by fire caused directly as a result of lightning or thunderbolt unless the property is protected by an SABS or other approved lightning conductor. In the event of a fire, the onus of proof that the fire was not as a result of lightning rests with the insured. However, in the event of loss or damage by fire spreading from a neighbour's property where the proximate cause of such fire is attributed to lightning or thunderbolt, this exclusion will not apply.

Construction risk

Whilst the building is in the course of alteration and / or renovation and until final completion and hand over by the contractor, the company will only be liable for loss or damage caused by or resulting from fire, lightning, explosion and earthquake. Notwithstanding the above it is agreed that as regards that portion of the building not undergoing alterations or renovation, full cover as outlined in the policy is applicable other than for theft.

Subsidence and landslip (if stated in the schedule to be included)

1. This section is extended to include destruction or damage to the building caused by subsidence of the land supporting the building or landslip provided such destruction is not caused by or does not arise from:
 - (a) excavations other than mining excavations;
 - (b) alterations, additions or repairs to the building;
 - (c) the compaction of infill;
 - (d) defective design, materials or workmanship;
 - (e) normal settlement, shrinkage or expansion of the building.
2. The insurer will not be liable for destruction or damage to:
 - (a) solid floor slabs or any other part of the building resulting from the movement of such slabs unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time;
 - (b) swimming pools, tennis courts, sauna and spa rooms and baths, gates, walls, fences, driveways, paths, patios, terraces, septic or conservancy tanks, drains and water courses unless the buildings are damaged by the same cause at the same time.
3. The insurer will not be liable for:
 - (a) work necessary to prevent further destruction or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

Power surge extension (if stated in the schedule to be included)

This section has been extended to cover power surge to any electrical equipment whilst in the building(s) at the premises stated in the schedule, provided that the company's liability shall be limited to R15 000 or an agreed sum insured stated in the schedule.

C04: Office Contents

Power surge extension (if stated in the schedule to be included)

This section has been extended to cover power surge to any electrical equipment whilst in the building(s) at the premises stated in the schedule, provided that the company's liability shall be limited to R15 000 or an agreed sum insured stated in the schedule.

C07: Theft section

Extension 3.(a) – Locks and keys – The company's liability shall not exceed R5 000 in respect of any one event.

C08: Money section

Money in transit

It is hereby declared that the company will not be liable to indemnify the insured in respect of loss of money:

1. In transit unless such transit is uninterrupted between the insured's premises and their Bank /Building Society;
2. From any unattended vehicle.

Cash carrying warranties

Whilst money is in transit to and from the bank, the following precautions must be taken:

1. Money up to R15 000 must be carried by one senior employee or principal.
2. Money between R15 001 and R25 000 must be carried by two senior employees or principals in a vehicle.
3. Money in excess of R25000 must be carried by professional armed security services.

C13: Business all risks section

Agricultural plant & equipment in the open

Cover extends to include agricultural plant and equipment designed to be situated in the open but excludes pumps and equipment in rivers, on banks of rivers and streams below the historical maximum flood level.

Deterioration of milk (all risks basis) (if stated in the schedule to be included)

Deterioration of the insured's milk is covered if caused directly by any accident or misfortune not otherwise excluded, provided that the liability of the company in respect of any one loss shall not exceed the sum insured stated in the schedule.

warranted that:

1. Charm II or alternate approved tests have been carried out. Such results must be provided in writing and from a recognised laboratory.
2. In the event of the buyer not keeping the contaminated milk, the claim must be accompanied by proof that the milk has been destroyed. Should the milk be returned to the producer, any income derived from such milk must be disclosed to the company.
3. Records must be kept and made available to the company in the event of a claim.
4. The company's liability in respect of any one loss will not exceed the sum insured as stated in the schedule.
5. The insured will be responsible to pay the first 10% of the claim with a minimum of R1 500, unless stated otherwise in the schedule.

Deterioration of stock (all risks basis) (if stated in the schedule to be included)

Deterioration of refrigerated goods is covered if caused directly by damage to the refrigeration or freezer plant by any accident or misfortune not otherwise excluded, provided that the liability of the company in respect of any one loss shall not exceed the sum insured stated in the schedule.

Firearms

The following is not covered:

1. loss or damage caused by bursting or the use of incorrect or overcharged ammunition in firearms;
2. Unless kept in a gun safe whilst not carried on a person, firearms are not covered.

Camping equipment

This section does not cover camping equipment of any description whilst:

1. in an open vehicle, unlocked vehicle or not concealed in a locked boot / luggage compartment;
2. in the open and unattended unless within the confines of a reserve or caravan park.

Musical instruments

The insured shall keep all musical instruments in their cases or other suitable receptacle when not in use. This section does not cover:

1. breakage or damage to strings or reeds;
2. loss or damage whilst the instrument is lent;
3. loss or damage due to atmospheric conditions;
4. loss or damage whilst contained in any building other than the insured's residence unless the instrument has been handed to the owner or manager of such building for safe custody and theft is only covered if accompanied by violent and forcible entry into the place of storage or if the keys to the place of storage are obtained by assault, violence or threat of violence to the authorised key holder.

Laptops, portable computers, iPads and tablets

In respect of laptops, portable computers, iPads and tablets the following exception applies:

Loss or damage by theft is excluded unless the property is contained in the locked boot of the said vehicle or the vehicle itself is housed in a securely locked building and entry to such locked vehicle or building is accompanied by forcible and violent entry or exit.

C14: Electronic equipment section

In respect of laptops, portable computers, iPads and tablets the following exception applies:

Loss or damage by theft is excluded unless the property is contained in the locked boot of the said vehicle or the vehicle itself is housed in a securely locked building and entry to such locked vehicle or building is accompanied by forcible and violent entry or exit.

Memo 3 - The territorial limits

The territorial limits in respect of laptops, portable computers, iPads and tablets as well as other portable computer equipment temporarily located outside of the premises specified in this section shall be deemed to be worldwide.

PL01 - PL02: Public liability section (occurrence, claims made and farming)

Defined events

The word "accidental" is deleted.

Additional specific exceptions

The company will not indemnify the insured in respect of:

1. Any liability or any claim of any nature whatsoever arising from or connected with any disease or sickness of any animal or human without limiting the generality of the foregoing, the spread, transmission or communication of such disease or sickness.
2. Any liability arising out of the deliberate, conscious or intentional disregard by the insured or employees of the insured of the need to take all reasonable steps to prevent a claim.

Added to "The Statutes"

The Consumer Protection Act

Security firms extension (which shall be deemed to include vehicle tracking and recovery firms)

Notwithstanding specific exception 5, if in terms of a contract with a security firm engaged to protect the insured's property or property for which the insured is responsible, including vehicles, in the course of the business of the insured stated in the schedule, the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this section includes such legal liability to the extent that the indemnity would have been granted under this section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule.

If, at the time of an event giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy, but not exceeding the limit of liability stated in the schedule.

Guest house liability (if stated in the schedule to apply)

Specific exception 2(a)(ii) shall not apply to property belonging to any paying guest resident at the insured's premises.

The company's liability shall be limited to R50 000 for guests' property inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs or expenses incurred with the company's consent for any one event or series of events with one original cause or source. The insured shall be liable for the first R500 of each and every claim.

Animal trespass extension

The limit of indemnity is R250 000 for any one event and R500 000 in any annual period of insurance. The insured will be responsible to pay the first 10% of the claim with a minimum of R1 000.

The fire extinguishing charges extension (if stated in the schedule to be included)

The company will indemnify the insured for all reasonable fire extinguishing costs and expenses which the insured shall become legally liable to pay as a result of the extinguishing or fighting of fire to prevent the spreading of such fire beyond the boundary of the insured's premises.

The reasonable costs and expenses of aerial water bombing including assistance thereof by way of spotter planes will be included in addition to the above, subject to the following maximum limits:

Spotter plane: R25 000 for any one event or during any annual period of insurance.....Excess: R2 500
 Aerial bomber: R100 000 or R250 000 (as stated in the schedule) for any one event or during any annual period of insuranceExcess: R2 500

Products liability - deterioration / contamination of milk extension

The Company will indemnify the Insured for the amounts which he / she becomes legally liable to pay in the event of milk delivered by the Insured resulting in Deterioration or Contamination of Third Parties' milk.

Warranted that:

- i. Charm II or alternate approved tests have been carried out. Such results must be provided in writing and be from a recognised laboratory;
- ii. In the event of the buyer not keeping the contaminated milk the claim must be accompanied by proof that the milk has been destroyed. Should the milk be returned to the producer, any income derived from such milk must be disclosed to the Company;
- iii. Records must be kept and made available to the Company in the event of a claim;
- iv. The Company's liability will not exceed the amount stated on the Schedule for any one loss and to a maximum stated on the Schedule during any annual period of insurance;
- v. The Insured will be responsible for the first amount payable as stated on the Schedule.

Hunting liability extension (if stated in the schedule to be included)

The company will indemnify the insured for amounts which the insured becomes legally liable to pay arising out of any hunting and / or game viewing activities arranged by the insured and occurring on the insured's premises.

It is a condition that indemnity in terms of this section pertaining to any form of commercial hunting and / or game viewing activities shall be subject to the following:

- 1. no alcohol to be consumed during the hunting activities;
- 2. all client participation in any game viewing activities must at all times be accompanied by either, the insured, a guide, an employee or any delegated person by the insured;
- 3. firing zones regarding the individual hunting group(s), hunter(s) or client(s) must be clearly demarcated and explained as such to all participants as well as being issued within an area clearly indicating the relevant firing zones prior to the commencement of any hunting activity(ies);
- 4. prior to participation in any hunting activity all visitors will sign a document drawn up by a qualified attorney disclaiming the liability of the insured or any partner or director or employee of the insured as a result of any hunting activities.

GENERAL ENDORSEMENTS

General endorsements attaching to and forming part of the policy

The following general exceptions are incorporated into the policy:

Matching of Building Materials

The unavailability of matching building material is not covered. When the Company undertakes to repair the Insured's property and is unable to find building materials that match exactly, the Company will use building materials that are considered the closest possible match to the damaged or lost building materials. The Company is only liable to repair the damaged section of the Insured's property and will not create a uniform effect throughout the Insured's premises.

Asbestos exclusion (applicable to the public liability section and sub-section D (liability) of the buildings combined section)

Notwithstanding any provision of this policy including any exclusion, exception or extensions or other provision which would otherwise override a general exception, this policy does not cover any legal liability, 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.

Extended time limit

Following repudiation of a claim:

Any time limit provision for the institution of legal action provided for in the policy is extended by the period of 90 days, allowed for the policy holder to make representations to the insurer in respect of any decision to reject or dispute a claim or quantum of a claim for a benefit under the policy within a period of 90 days after the date of receipt of the notice of rejection or dispute.