

SAFIRE INSURANCE COMPANY LIMITED
Policy Limits, Conditions, Clauses and Warranties

Dairy Policy only

Updated: November 2015



SINCE
87



TABLE OF CONTENTS

LIMITS.....	3
SAFIRE DAIRY NON MOTOR LIMITS	3
General.....	3
Property damage section.....	3
Property damage, electronic equipment section - contents of dairy parlour.....	4
Business interruption section.....	4
Pedigreed animals.....	4
Public liability section (farming only).....	4
SAFIRE DAIRY MOTOR LIMITS.....	3
Motor.....	4
FIRST AMOUNT PAYABLE	5
Property damage section.....	5
Pedigreed animals.....	5
Motor cars, commercial vehicles & motor cycles.....	5
Motor cars / LDV's	5
Commercial vehicles.....	6
Tractors, harvestors & combines	6
Trailers, caravans & farm implements.....	6
Motorcycles.....	6
Public liability section (farming only).....	6
DAIRY POLICY CONDITIONS, CLAUSES & WARRANTIES	6
SAFIRE DAIRY NON MOTOR CONDITIONS, CLAUSES & WARRANTIES	6
Agricultural plant and equipment in the open.....	6
Fodder in the open warranty (fire And lightning cover only).....	6
Dairy cows claims warranty (fire and lightning cover only).....	7
Pedigreed animals (excluding game).....	7
Freezing of dairy cows.....	7
Plastic structures and shade cloth structures warranty.....	7
Thatch risks	7
Money.....	8
Cash carrying warranties	8
SAFIRE DAIRY MOTOR CONDITIONS, CLAUSES & WARRANTIES	6
Locked garage warranty (if stated in the schedule).....	8
Restricted driving (if stated in the schedule).....	8
Car hire extension - sedans and LDV's only (if stated in the schedule)	8
Open / soft top vehicles	8
Spare parts.....	8
Theft and hijack exclusion (vehicles above R350 000) - applicable to cars / LDV's and heavy vehicles.....	8
Satellite tracking warranty	8
Territorial extension - Mozambique And Zambia.....	8
Repatriation	9
Waiver of deductible (basic first amount payable) including window glass (if stated in the schedule).....	9
Agreed value vehicles.....	9
Motor section: sub-section A, loss or damage, defined events paragraph 1 and 2 are amended to read as follows: ..	9

LIMITS

This policy limits document must please be read in conjunction with the policy schedule and policy wordings.

SAFIRE DAIRY NON MOTOR LIMITS

General

Claims preparation costs limit	R20 000
Excess applicable to any claim received within three months of the inception of the policy:	additional excess of R500
Excess applicable to lightning strike / power surge:	
In respect of claims arising from lightning strikes or power surges	15% of claim, minimum R1 500

Property damage section

1. Architects and other professional fees	Limit - 15% of total claim
2. Clearance costs	Limit - 15% of total claim
3. Express delivery and overtime:	Limit - 50% of the amount which the repair or replacement would have cost
4. Money	Major limit - R30 000

Money not contained in a locked safe or strongroom:

1. While on the insured premises outside the hours during which the commercial operation of the Insured are conducted	R1 500
2. While in the residence of the Insured or any partner, director or employee of the Insured	R1 500
3. While on the insured premises in the custody of one or more petrol attendant(s)	Not applicable
4. While in:	
(a) The custody of one or more collectors or roundsmen	Not applicable
(b) The custody of a partner, director or employee of the insured while away from the insured premises on a business trip anywhere in the world	R1 500

Money contained in a locked safe or strongroom situated in a building at the insured premises outside the hours during which the commercial operations of the Insured are conducted.

In respect of the safe or strongroom described below:

(a) No SABS Grading	R5 000
(b) SABS category 1 grading	R10 000
(c) SABS category 2 grading	R20 000
(d) SABS category 2HD grading	R40 000
(e) SABS category 2ADM grading	R100 000
(f) SABS category 2ADM grading D3	R125 000
(g) SABS category 3 grading	R175 000
(h) SABS category 4 grading	R350 000

In respect of any other loss of or damage to money during the period described below, the limit of indemnity for money relating to the specified insured premises shall be:

1. Major limit	R30 000
2. Any other period	Not applicable

In respect of loss of crossed cheques or crossed money orders or crossed postal orders (this limit of indemnity is payable in addition to the limits of indemnity shown in 1, 2 and 3)

Provided that irrespective of the number of specific limitations under which a claim is lodged, the maximum liability of the company for one defined event or any series of defined events arising from one original source, shall not exceed for each insured.

Money - included extensions

1. Clothing	R2 000
2. Receptacles	R2 000
3. Locks and keys	R5 000

Money - optional extensions

1. Personal accident (assault)	
(a) Capital sum	R10 000
(b) Weekly sum	R250
(c) Medical expenses	R1 000
2. Loss In transit	Limit - R50 000 - All risks basis
3. Accidental damage	Limit - R50 000 per occurrence
.....	R100 000 per annual period of insurance
4. Prevention of access	Limit - R25 000 per event
5. Deterioration / contamination of stock (if stated in the schedule)	Limit - R100 000 any one occurrence
.....	limited to 2 occurrences per annum

6. General theft cover following forcible and violent entry / exit *Limit - R50 000 per occurrence*
 *R100 000 per annual period of insurance*
7. Extended theft cover (if stated in the schedule) cover in respect of theft from open sided buildings *Limit - R30 000 per occurrence*
 *R60 000 per annual period of insurance*
8. Loss of grazing (if stated on the schedule)..... *Limit - R30 000 per annual period of insurance*
9. Theft of dairy cows (if stated in the schedule) *Subject to a minimum of 5 cows in any one event*
 *up to the Limit of R150 000 per event*

Property damage, electronic equipment section - contents of dairy parlour only

- Telkom access lines (if stated in the schedule) *Terms and conditions apply*
 Incompatibility cover (if stated in the schedule) *Limit - 20% of sum insured or R25 000 whichever is the lesser*

Business interruption section

- Specified suppliers / sub- contractors *Limit - 20% of Business interruption sum insured*
 Unspecified suppliers / sub-contractors *Limit - 10% of Business interruption sum insured*
 Public utilities - insured perils *Limit - 15% of Business interruption sum insured*
 Public utilities - extended cover *Limit - 15% of Business interruption sum insured*

Pedigreed animals

- Debris removal..... *Limit - R2 000*
 Fire extinguishing charges *Limit - R2 000*

Public liability section (farming only)

- Animal trespass..... *Limit - R250 000 per occurrence*
 *R500 000 per annual period of insurance*
 Deterioration / contamination of milk *Limit - R500 000 any one loss*
 *R1 000 000 in any annual period of insurance*

SAFIRE DAIRY MOTOR LIMITS

General Motor

- Excess applicable to any claim received within three months of the inception of the policy..... *additional excess of R500*

Limit of indemnity - sub section A

- Theft or attempted theft of radios, tape players and similar equipment other than factory fitted *R5 000*

Limit of indemnity - sub section B

1. In respect of any occurrence directly or indirectly due to or in consequence of fire or explosion *R1 000 000*
 2. Passenger liability (extension 2 and /or 3) - definition (b) - (e) - *Cover must be requested*
 3. Any other event and the aggregate of (1), (2) and (3) *R5 000 000*
 Passenger liability - comprehensively insured vehicles only *Limit of liability R250 000*

Limit of indemnity - sub section C

- Medical expenses..... *Limit - R10 000 per occupant, but not exceeding R20 000 in total for all occupants*

Included extensions

- Windscreen (comprehensively insured vehicles only)
 Replacement of new vehicle
 Waiver of subrogation rights
 Principals
 Cross liabilities
 Tyre cover extension up to R25 000 (comprehensively insured tractors, harvesters & combines only)
 Loss of keys *Limit - R5 000*
 Fire extinguishing charges *Limit - R5 000 per occurrence*
 Tow in costs and safeguarding following mechanical breakdown *Limit - R1 000 to a single claim per annual period of insurance*
 Emergency accommodation *Limit - R400 per person*
 *not exceeding R2 000 per annual period of insurance*
 Trauma treatment..... *Limit - R5 000 per event*

Optional extensions

- Contingent liability
- Passenger liability extension
- Unauthorised passenger liability
- Parking facilities and movement of third party vehicles
- Riot and strike
- Wreckage removal
- Credit shortfall
- Tyre cover extension in excess of R25 000 per tyre (comprehensively insured tractors, harvesters & combines only)
- Car hire *Limit - R300 per day*
- Waiver of deductible..... *First amount payable*

FIRST AMOUNT PAYABLE

Property damage section

- Money..... *Various deductibles apply, refer to wording*
- Money extension – Locks and keys *R500*
- Malicious acts *1% of sum insured or R500 whichever is greater*
- Malicious acts following theft or attempt thereat *1% of sum insured or R500 whichever is greater*
- Accidental damage..... *10% of claim, minimum R2 000*
- Prevention of access *10% of claim, minimum R1 500*
- Centre pivots..... *10% of claim, minimum R5 000 per item*
- Pumps and motors..... *10% of claim, minimum R500 per item*
- Repeater stations..... *10% of claim, minimum R5 000 per item*
- Deterioration / contamination of stock (if stated in the schedule)..... *10% of claim, minimum R1 500*
- Freezing of dairy cows (if stated in the schedule)..... *10% of claim, minimum R250*
- Subsidence and landslip (if stated in the schedule)..... *1% of sum insured or R5 000 whichever is greater*

Pedigreed animals

- Basic *5% of claim, minimum R1 000*
- Freezing of pedigreed animal..... *5% of claim, minimum R1 000*

Motor cars, commercial vehicles & motor cycles

ADDITIONAL FIRST AMOUNT PAYABLE APPLICABLE [Accumulative 1(a) (b) (c)], in addition to the first amount payable [Non Accumulative 2,3,4,5,6,7,9 replaces the basic first amount payable] - UNLESS STATED OTHERWISE ON THE SCHEDULE:

1. When an insured vehicle is being driven by or is under the control for the purpose of being driven by a person:
 - (a) under 25 years of age or who has held a driver's licence (other than a learner's licence) to drive such vehicle for less than 2 years or who holds a learner's licence *additional excess of R1 000*
 - (b) who has been convicted and had his licence to drive the vehicle endorsed during the previous 3 years for any reason *additional excess of R200*
 - (c) who is a full time student *additional excess of R750*
2. When the insured vehicle is **stolen** and where **fitted** with an approved anti-theft immobilising device and / or tracking device..... *7.5% of gross claim, minimum of R1 500 is applicable*
 If the vehicle **is recovered** and returned to the company *the basic first amount payable is applicable*
3. In respect of vehicles valued at or less than R400 000 - when the insured vehicle is **stolen** and where the vehicle is **not fitted** with an approved anti-theft immobilising device and / or tracking device *10% of gross claim, minimum of R1 500*
4. When the vehicle is **hijacked** *10% of gross claim, minimum of R1 500*
 If the vehicle is **recovered** and returned to the company *the basic first amount payable is applicable*
5. Where waiver of basic excess has been selected and the insured vehicle is **stolen and not recovered**..... *2.5% of gross claim, minimum R1 500*
6. Where waiver of basic excess has been selected and the insured vehicle is **hijacked and not recovered** *5% of gross claim, minimum of R1 500*
7. Radio / tape / CD players..... *First amount payable*
8. Loss of keys etc *R500*
9. Any other circumstances..... *the amount stated in the schedule*

Motor cars / LDV's

- Basic first amount payable *5% of gross claim, minimum R2 500*
- Windscreen and / or window / glass *25% of gross claim, minimum of R100*

Commercial vehicles

1. Basic first amount payable5% of gross claim, minimum of R2 500
 - (a) Maximum indemnity stated on the schedule over R250 0005% of gross claim, minimum of R3 000
 - (b) Maximum indemnity stated on the schedule over R500 0005% of gross claim, minimum of R5 000
 - (c) Maximum indemnity stated on the schedule over R800 00010% of gross claim, minimum of R5 000
2. Windscreen and / or window / glass25% of gross claim, minimum of R500

Tractors, harvestors & combines

1. Basic first amount payable5% of gross claim, minimum of R1 000
 - (a) Maximum indemnity stated on the schedule over R800 000 10% of gross claim with a minimum of R5 000
 - (b) Additional deductible in respect of overturning5% of gross claim, minimum of R2 000
2. Windscreen and / or window / glass25% of gross claim, minimum of R500
3. In respect of tyre cover extension below R25 000.....10% of gross claim, minimum of R250 of each and every claim
4. In respect of tyre cover extension in excess of R25 00010% of the gross claim, minimum of R750 of each and every claim

Trailers, caravans & farm implements

1. Basic first amount payable5% of gross claim, minimum of R1 000

Motorcycles

1. Basic first amount payable5% of gross claim, minimum of R375
2. Motorcycles with an engine capacity in cubic centimetres exceeding 1 000cc.....5% of gross claim, minimum of R750

Public liability section (farming only)

1. Animal trespass 10% of claim, minimum R1 000
2. Droving and straying of animals10% of claim, minimum R1 000, maximum R25 000
3. Deterioration / contamination of milk10% of claim minimum R1 500, maximum R25 000
4. Spread of fire (if stated in the schedule to be included), (excluding plantations, forests, crops and sugar cane)10% of claim minimum R1 000, maximum R25 000
5. Spread of fire (if stated in the schedule to be included), (including plantations, forests, crops and sugar cane)10% of claim minimum R1 000, maximum R25 000

DAIRY POLICY CONDITIONS, CLAUSES & WARRANTIES

This policy conditions, clauses & warranties document must please be read in conjunction with the policy schedule and policy wordings.

SAFIRE DAIRY NON-MOTOR CONDITIONS, CLAUSES & WARRANTIES

General Conditions

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.

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 the sum insured agreed to 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.

Dairy cows 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 a neighbour for claims up to R8 000.
3. A vet or stock inspectors certificate for claims over R8 000.
4. A maximum of R1 000 will be payable in respect of the re-imburement of vet fees, unless increased by way of additional claims preparation costs up to a maximum of R5 000.

Pedigreed animals (excluding game)

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

1. An affidavit by a neighbour for claims up to R8 000.
2. A vet or stock inspectors certificate for claims over R8 000.
3. A maximum of R1 000 will be payable in respect of the re-imburement of vet fees, unless increased by way of additional claims preparation costs up to a maximum of R5 000.

Freezing of dairy cows

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 (seven) days has expired / lapsed from the inception date of this extension.

Products liability - contamination of milk extension

The Dairy policy wording has been amended to read:

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.

Plastic structures and shade cloth structures warranty

1. 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.
2. It is warranted that:
 - (a) The plastic sheeting of the structures have a minimum thickness of 200 microns; and
 - (b) The tunnels and its plastic sheeting have been erected and installed according to the manufacturers specifications; and
 - (c) 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.

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.

Money

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 R25 000 must be carried by professional armed security services.

SAFIRE DAIRY MOTOR CONDITIONS, CLAUSES & WARRANTIES

Locked garage warranty (if stated in the schedule)

Loss or damage by theft is excluded unless the vehicle is kept in a locked garage or behind locked gates at the insured's residence overnight. Where the vehicle is behind locked gates only, theft of part of the vehicle or its accessories is excluded unless the entire vehicle is stolen.

Restricted driving (if stated in the schedule)

Cover is restricted to the insured and immediate family only.

Car hire extension - sedans and LDV's only (if stated in the schedule)

The company will pay compensation of up to R300 a day:

1. if the vehicle cannot be driven following insured loss or damage;
2. while the vehicle remains unrecovered following theft.

Compensation will be payable from day one on which:

1. the vehicle was handed to the motor trade for repair or;
2. the theft of the vehicle is reported to us.

No compensation will be paid after:

1. the day you regain possession of the vehicle or;
2. the day we discharge our liability for a total loss of the vehicle or;
3. payment has been made for a period of 30 days whichever occurs first.

Open / soft top vehicles

1. Loss or damage by theft is excluded unless from a securely locked garage;
2. Accidental bodily injury including death or illness to any passenger in / on or getting into / onto or out of / off the vehicle is excluded.

Spare parts

The company's liability in respect of any spare parts or accessories which are required in the repair or reinstatement of vehicles and which are unobtainable in South Africa or are obsolete in pattern shall be limited to the value of such parts at the time of loss or damage to the amount stated in the manufacturer's / agent's last issued catalogue or price list. The company may discharge its liability by cash payment in such circumstances.

Theft and hijack exclusion (vehicles above R400 000) - applicable to cars / LDV's and heavy vehicles

Theft and hijack cover is excluded in respect of vehicles insured for more than R400 000, until such time as we have been notified in writing that the vehicle is fitted with an APPROVED TRACKING AND RECOVERY SYSTEM (certificate required).

Satellite tracking warranty

If a vehicle is fitted with a satellite tracking device, it is warranted that in return for a reduction in premium:

1. the insured shall maintain the contract in respect of any vehicle tracking device subscriptions;
2. the insured shall provide proof that the contract was in force at the time of a theft or hijacking loss;
3. should the contract be found to be inoperative, the insured shall be responsible for an additional 2.5% of the claim minimum of R1 000.

Territorial extension - Mozambique And Zambia

The above territorial extension is subject to the following conditions and clauses:

1. own damage subject to repatriation;
2. in the event of loss by theft or attempted theft or hijacking of the vehicle the insured shall be responsible for the first 10% of each and every claim in addition to any other amounts payable as stated in the policy;
3. theft / hijacking cover is strictly subject to the vehicle having a factory fitted or approved immobiliser or gear lock;
4. third party liability is excluded.

Repatriation

In the event of any occurrence giving rise to a claim whilst the vehicle is in Mozambique or Zambia, the insured shall be solely responsible for the repatriation of the vehicle to the Republic of South Africa at own expense. Until the vehicle has been repatriated to the Republic of South Africa, no liability shall be admitted or payments made in terms of the cover provided.

Agricultural Vehicles with value over R800 000 (If stated in the schedule)

Any agricultural vehicle with over R800 000 in value must be separated from other vehicles by at least 5 (five) meters when not in use.

Waiver of deductible (basic first amount payable) including window glass (if stated in the schedule)

The basic first amount payable in respect of each and every claim as noted in the motor excesses - motor cars / LDV's, is hereby deleted.

Agreed value vehicles

Motor section: sub-section A, loss or damage, defined events paragraph 1 and 2 are amended to read as follows:

1. The limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage, but shall not exceed the value of the vehicle and its accessories and spare parts as agreed upon by the insured and accepted by the company at the time of such loss or damage.
2. The company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and / or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the value of such vehicle and / or its accessories and / or spare parts as agreed upon by the insured and accepted by the company at the time of such loss or damage.

Fair and fast

No call centres

Access to decision makers

Proven track record

Expert advice