ENDORSEMENT SF2401 eff 2024-08

The below amendments have been incorporated in the **Safire Stellar Farming** policy and are effective from **1 August 2024**.

Important contact details

The contact details of the Ombud for Short-term Insurance (OSTI) have been replaced by the contact details of the newly formed National Financial Ombud (NFO) as below:

National Financial Ombud (NFO)

If you have a complaint regarding a product or service received or a claim, you may escalate your complaint to the National Financial Ombud:

Contact details

Telephone	0860 800 900
Email	info@nfosa.co.za
Website	www.nfosa.co.za

Section: General

5. General Terms, Conditions and Provisions

Cancellation and continuation of cover

The below 'cooling-off' clause has been added to this provision:

Cooling-off period after inception or variation of the policy

a) Provided that no benefit has been claimed or paid under the policy or provided that no insured event has already occurred, you are entitled to cancel your policy by giving us written notice to this effect, subject to such notice being given to us within 14 (fourteen) days of the date on which you:
   1. receive your new policy documentation; or
   2. receive any documentation varying your existing policy.

b) In either such event all premiums paid by you up to the date that we receive your written notice of cancellation will be refunded to you, subject to our right to deduct the cost of any cover actually enjoyed by you.

Claims

Clause **D: Your rights in the event of us rejecting your claim or in the event of you disputing the claim amount offered** has been amended to reflect the replacement of the Ombud for Short Term Insurance (OSTI) by the **National Financial Ombud (NFO)**.

Stellar Lifestyle Non-Motor Sections

Section S01: Houseowners

S1.7 Houseowners Conditions

Solar installations

Added condition (please also note limits now included in Addendum B below)

Solar installations

A) It is warranted that the main distribution board of any solar installation must be fitted with a South African National Standards (SANS) approved combination class 1 (one) and class 2 (two) surge arrestor. Such arrestor must be installed by a qualified electrician and in accordance with the relevant SANS regulation.

B) Loss or damage caused by theft or attempted theft of photovoltaic panel(s) installed on the roof of an insured building is subject to visible evidence of forced removal of or tampering with such panel(s).

C) In respect of batteries linked to an inverter, Indemnity will be limited to the percentages stated in **Addendum B.**

S1.8 Houseowners Exclusions

Lead acid / deep cycle gel batteries

Added exclusion

We do not cover loss of or damage of any kind to lead acid and gel batteries which form part of the electrical installation of an insured building.

Solar panels on a thatch roof

Wording applicable prior to 1 August 2024

We do not cover loss or damage to photovoltaic solar panels that are fitted on a thatch roof.

Wording applicable from 1 August 2024 (amendments in bold text)

Irrespective of the original or proximate cause, we do not cover loss or damage of any kind caused by, attributable to or aggravated by fire originating in any portion of a solar installation situated on a thatch roof of an insured building.

Section S02: Householders

S2.7 Householders Conditions

Firearms

Added condition

Firearms

A) Firearms must be kept in a locked gun safe in accordance with legislative and regulatory requirements whilst not carried on a person.

B) Cover for loss of firearms is restricted to theft of the firearms from such safe and subject to:
  a) visible, forcible and violent entry into the safe; or
  b) the visible, forcible removal of the entire safe; or
  c) threat of violence.

Solar installations

Added condition (please also note limits now included in Addendum B below)

Solar installations

A) It is warranted that the main distribution board of any solar installation must be fitted with a South African National Standards (SANS) approved combination class 1 (one) and class 2 (two) surge arrestor. Such arrestor must be installed by a qualified electrician and in accordance with the relevant SANS regulation.

B) Loss or damage caused by theft or attempted theft of photovoltaic panel(s) installed on the roof of an insured building is subject to visible evidence of forced removal of or tampering with such panel(s).

C) In respect of batteries linked to an inverter, Indemnity will be limited to the percentages stated in **Addendum B.**

S2.8 Householders Exclusions

Exclusion list

Wording applicable prior to 1 August 2024

A) Loss or damage arising outside the Republic of South Africa.

B) Loss or damage to:
  a) motor vehicle(s), trailer(s), watercraft or their accessories whilst in or on the vehicle or craft;
  b) livestock;
  c) deeds, bonds, bills of exchange, promissory notes, money, cheques, securities for money, stamps, airtime vouchers, documents, manuscripts, medals or coins (including gold coins), except as specifically provided;
  d) photovoltaic solar panels that are fitted on a thatch roof.

Wording applicable from 1 August 2024 (amendments and new text highlighted in in bold)

A) **We do not cover** loss or damage arising outside the Republic of South Africa.

B) **We do not cover** loss or damage to:
  a) motor vehicles, trailers, watercraft or their accessories whilst in or on such vehicle, trailer or craft;
  b) livestock;
  c) deeds, bonds, bills of exchange, promissory notes, money, cheques, securities for money, stamps, airtime vouchers, documents, manuscripts, medals or coins (including gold coins), except as specifically provided;
  d) **the insured contents caused by, attributable to or aggravated by fire originating in any portion of a solar installation situated on a thatch roof of the building in which such contents are kept, irrespective of the original or proximate cause;**
  e) **lead acid and deep cycle gel batteries.**

Section S03: Personal All Risks

S3.1 Personal All Risks Definitions

Personal effects

This definition has been expanded as follows:
- **pedal cycles are now included up to the unspecified all risks limit; and**
- **firearms are now included in the definition of personal effects, and by extension in the unspecified all risks limit.**

The definition now reads as follows: (amendments in bold text)

Means:
- Wearing apparel excluding furs;
- Luggage containers, handbags and briefcases;
- Mobile electronic equipment, including laptop computers, tablets and smart phones;
- **Pedal cycles;**
- Photographic equipment and binoculars;
- Sporting equipment but excluding motor vehicles, trailers, hang-gliders, aircraft or watercraft;
- Hearing aids;
- Watches and jewellery;
- **Firearms;**
- Other personal effects generally carried on the person but excluding radio-controlled vehicles (RCV), unmanned aerial vehicles (UAV) and drones.

S3.5 Personal All Risks Conditions

Jewellery and watches

Clause F) of this condition has been amended to clarify the following:
- **The burden of proving ownership and value of jewellery and watches rests on the insured;**
- **If ownership has been established but value cannot be substantiated, cover will be limited to the amount stipulated in Addendum B.**

*** Note:** the limited cover offered in the absence of a valuation certificate has been increased from R5 000 per item to **R25 000 per item**. Please see the Addendum B below.

Wording applicable prior to 1 August 2024

F) In the absence of a valuation certificate, you will bear the burden of proving the value and ownership of the jewellery and watches. If you cannot prove the value and ownership of the jewellery and watches to our reasonable satisfaction, cover will be limited to the amount stated in Addendum B. Any valuation certificates produced in compliance with this clause must pre-date the loss.

Wording applicable from 1 August 2024 (amendments and new text highlighted in in bold)

F) In the absence of a valuation certificate, you will bear the burden of proving the value and ownership of the jewellery and watches. If you cannot prove the **value of** the jewellery and watches to our reasonable satisfaction, cover will be limited to the amount stated in Addendum B. Any valuation certificates produced in compliance with this clause must pre-date the loss.

S3.7 Personal All Risks Exclusions

Sporting equipment whilst in use

This exclusion has been added to clarify that cover does not extend to include damage to certain sporting equipment whilst in use, and reads as follows:

Sporting equipment whilst in use

A) Unless specifically provided for in the schedule, we do not cover loss of or damage to the following sporting equipment whilst in use:
   a) sporting equipment used for ball sports (eg rackets, sticks or clubs); or
   b) sporting equipment used professionally or for any personal financial gain.

Farming Sections

Section F01: Fire

F1.1 Fire Definitions

Insured property	**'Miscellaneous' has been included in the definition of insured property, as follows (added text highlighted in bold):** • Buildings: buildings including landlord's fixtures and fittings therein or thereon, walls (except dam walls), gates, posts and fences. • Plant: plant, machinery, landlord's fixtures and fittings for which you are responsible and / or tenants' improvements and / or all other contents excluding property more specifically insured. • Stock: stock and material in trade. • **Miscellaneous: miscellaneous items as described.**

Section F04: Business Interruption

F4.5 Business Interruption Optional Extensions

The following optional extensions have been deleted from the wording:

2. Extensions to other premises
b) Prevention of access – extended cover
3. Public telecommunications – extended cover
4. Public utilities – extended cover

Section F13: Electronic Equipment

F13.4 Electronic Equipment Cover

Sub-Section A: Material damage	**Clause A) of this sub-section is amended to clarify that only Computer equipment and Peripheral equipment (as defined) can be insured in terms of this section**
Wording applicable prior to 1 August 2024	
	Sub-Section A A) Physical loss of or damage to the property insured described in the schedule from any cause not hereinafter excluded whilst: a) at work or at rest anywhere within that part of the building occupied by you at the insured premises described in the schedule; b) in transit including loading and unloading or whilst temporarily stored at any premises en-route; c) temporarily removed from that part of the building occupied by you at the insured premises described in the schedule to any other building. Temporarily in this instance shall mean a period not exceeding 90 (ninety) days.
Wording applicable from 1 August 2024 (amendment in bold text)	
	Sub-Section A A) Physical loss of or damage to insured **computer equipment and peripheral equipment (as defined)** described in the schedule from any cause not hereinafter excluded whilst: a) at work or at rest anywhere within that part of the building occupied by you at the insured premises described in the schedule; b) in transit including loading and unloading or whilst temporarily stored at any premises en-route; c) temporarily removed from that part of the building occupied by you at the insured premises described in the schedule to any other building. Temporarily in this instance shall mean a period not exceeding 90 (ninety) days.

Section F18: Solar Plant

F18.8 Solar Plant Exclusions

Lead acid and deep cycle gel batteries	**Added exclusion** **Lead acid and deep cycle gel batteries** We do not cover loss or damage of any kind to lead acid and deep cycle gel batteries.

Liability Sections

Section LD01: Personal Liability

LD1.5 Personal Liability Exclusions

Solar panels on a thatch roof

Added exclusion

Solar panels on a thatch roof
Irrespective of the original or proximate cause, you are not covered for liability in respect of injury, death or loss of or damage to any property caused by, resulting from or attributable to fire originating in any portion of a solar installation on a thatch roof.

Section LF01: Public Liability (Farming)

LF1.4 Public Liability Extensions

LF1.4.7 Employers liability

The extension has been amended to clarify that any compensation payable will be reduced by all amounts received under any workmen's compensation enactment.

Wording applicable from 1 August 2024 (added text highlighted in bold)

Employer's Liability

A) We will indemnify you for damages that you shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with you, which occurred in the course of and in connection with such person's employment by you within the territorial limits and during the period of insurance.

B) The amount payable, inclusive of any legal costs recoverable from you by a claimant or any number of claimants, and all other costs and expenses incurred with our consent for any one event or series of events with one original cause or source, shall not exceed the limit stated in Addendum B or such higher amount stated in the schedule and for which additional premium has been paid.

C) The amount payable in terms of B) above shall be reduced by an amount equal to compensation received or receivable by you under any workmen's compensation enactment in respect of any treatment for which compensation is payable in terms of this extension.

D) Where a principal and you are liable for the same damages and where any contract or agreement between a principal and you so requires, we will, notwithstanding General Exclusion 4. Contractual liability, indemnify the principal in like manner to you but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from your negligence or your employees provided that:
   a) in the event of a claim in terms of this extension, you shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in us;
   b) the principal shall, as though he were you, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this policy insofar as they can apply; and
   c) our liability is not hereby increased.

LF1.4.19 Crop spraying

The extension has been amended to include a limit of indemnity.

Wording applicable from 1 August 2024 (added text highlighted in bold)

Crop spraying

A) The indemnity by this section is extended to include your legal liability arising from crop spraying with insecticides and the like on farmlands or veld in the possession of or occupied by you.

B) The limit of indemnity shall not exceed the amount stated in Addendum B.

C) We shall not indemnify you for any liability that may arise out of aerial spraying of crops, plantations, farmlands or veld.

LF1.7 Public Liability Exclusions

Solar panels on a thatch roof

Added exclusion

Solar panels on a thatch roof
We will not indemnify you in respect of liability consequent upon injury, death, loss or damage caused by or through or in connection with or arising from or attributable to fire originating in any portion of a solar installation on a thatch roof.

Motor Section

Section MF01: Motor

MF1.4 Motor Extensions

Tyre cover – tractors and harvesters

This clause is extended to include tyre cover for self-propelled agricultural implements used for farming, and reads as follows (added text highlighted in bold):

Tyre cover – tractors, harvesters and self-propelled implements used for farming only

A) Cover under this section is extended to include total loss of and irreparable damage to tyres **attached to insured tractors, harvesters and self-propelled implements specified in the schedule**, as a result of damage caused by any unseen or concealed object whilst on any surface, provided that:
   a) our liability is limited to the amount stated in Addendum B;
   b) you will, at your own expense, have all damage and wear and tear assessed by a reputable tyre dealer or re-treader to confirm whether a tyre can be repaired or not and to determine the extent of wear and tear. Such wear and tear, as determined, will be deducted from the settlement amount. (*e.g. if you have had the benefit of 40% use of your tyre, we will only indemnify you for the remaining 60%.*)
   c) only the damaged tyre will be paid and not a set.

MF1.5 Motor Optional Extensions

Waiver of the excess

This clause is extended to include the option to purchase excess waiver in respect of motorcycles and reads as follows (added text highlighted in bold):

Waiver of the excess

If selected, this optional extension replaces MF1.4.6 Waiver of the excess if you are older than 55 (fifty-five) years.

A) The basic first amount payable for each and every claim in respect of vehicles as defined under Vehicle Category A (sedan and LDV) **and Category D (motorcycles), provided that this optional extension has been selected for the particular vehicle**, is hereby deleted.

B) This waiver is extended to include Extension MF1.4.2. Loss of or damage to locks and keys and MF1.4.7. Windscreen / Glass.

ADDENDUM A: EXCESSES

Motor

Category A: Sedans / LDVs

The R1 000 single vehicle excess in respect of Category A vehicles is now listed under the basic excesses. If a client has selected excess waiver, the single vehicle excess would therefore NOT apply.

ADDENDUM B: LIMITS

Stellar Lifestyle Non-Motor Sections

Section S01: Houseowners	Prior to 1 August 2024	From 1 August 2024
S1.7 Houseowners Conditions		
Solar installations The below limits are introduced: • Age of lithium-ion battery(ies) a) up to 5 years b) more than 5 and up to 7 years c) more than 7 and up to 10 years d) more than 10 and up to 15 years e) more than 15 years	***General wear and tear is deducted***	***Limit of indemnity*** ***a) 100% of gross claim*** ***b) 75% of gross claim*** ***c) 50% of gross claim*** ***d) 25% of gross claim*** ***e) nil***

Section S02: Householders	Prior to 1 August 2024	From 1 August 2024
S2.5 Householders Extensions		
S2.5.9 Hole-in-one or Perfect eight	*The amount incurred by you in paying for a round of drinks for those present at the club bar, limited to a maximum of R10 000 per claim*	• *The amount incurred by you in paying for a round of drinks for those present at the club bar, limited to a maximum of R10 000 per claim;* ***or*** • ***R5 000***
S2.7 Householders Conditions		
Solar installations The below limits are introduced: • Age of lithium-ion battery(ies) a) up to 5 years b) more than 5 and up to 7 years c) more than 7 and up to 10 years d) more than 10 and up to 15 years e) more than 15 years	***General wear and tear is deducted***	***Limit of indemnity*** ***a) 100% of gross claim*** ***b) 75% of gross claim*** ***c) 50% of gross claim*** ***d) 25% of gross claim*** ***e) nil***

Section S03: Personal all risks	Prior to 1 August 2024	From 1 August 2024
S3.5 Personal All Risks Conditions		
S3.5.6 Jewellery and watches In the absence of a valuation certificate	*R5 000 per item*	***R25 000 per item***
S3.5.9 Pedal cycles (unspecified)	*R50 000 per item*	***Cover included up to the bicycle replacement value or unspecified all risks limit, whichever is the lower***

ADDENDUM B: LIMITS (continued)

Farming Sections

Section F18: Solar plant
18.6 Solar Plant Basis of Indemnification
In light of the newly introduced exclusion relating to **lead acid** and **deep cycle gel batteries**, reference to these batteries has been deleted.

Liability Sections

Section LF01 Public liability (Farming)	Prior to 1 August 2024	From 1 August 2024
LF1.4 Public Liability Extensions		
LF1.4.19 Crop spraying	*The general limit stated in the schedule*	***The general limit stated in the schedule, with a maximum of R5 000 000 for any one occurrence and R5 000 000 in your 12-month period of insurance, calculated from the relevant inception or renewal date***