

POLICY SCHEDULE

Insurer: Compass Insurance Company Limited

Reg No: 1994/003010/06 VAT No: 4150143289

P.O. Box 37226 Birnam Park 2015

Underwriting Managers: Firedart Engineering Underwriting Managers (Pty) Ltd

Policy No: 4784 Reference No: FIRE0000-00638

Office: 3 KwaZulu-Natal

Broker: 00120 Surelink Short Term Insurance Brokers

FSP Licence No: 1623

Product: Contractors All Risk

The Insured: Industrial Building & roofing & Ipiti Projects & Industrial Building & Roofing Projects Pty Ltd FTRR&I

Postal Address: ASTON HOUSE, 16 OLD MAIN ROAD PO Box 879

EVERTON, HILLCREST Kloof DURBAN 3610

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Territorial Limits: All premises as stated in each section owned or occupied or used by the insured for the purposes of the

Business, all situated in the Republic of South Africa and (if agreed to and included by endorsement) to the extent permitted by the relevant insurance acts, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe and

Malawi.

The Business: Building Contracting Only

Policy Inception Date: 2/06/2004

Period of Insurance: (a) From 1/06/2024 to 31/05/2025 (both dates inclusive) and any subsequent period for which the

Company accepts a premium and followed in respect of each and every insured contract by the

maintenance period specified.

) Any subsequent period for which the Company agrees to renew this policy or any section thereof.

Payment method: MONTHLY Debit Order

Anniversary Date: 1/06/2025

SIGNED at Johannesburg on 7 May 2024.

On behalf of the Company

Firedart Engineering Underwriting Managers (Pty) Ltd

Postnet Suite 001, Private Bag X16, Craighall, 2024
Tel No: (011) 833-1400 e-mail: christo@firedart.co.za
Reg No: 2008/009480/07 VAT No: 4500251782 FSP No: 40536

Date Printed: 07/05/2024 Policy No: 4784 - Reference No: FIRE0000-00638

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<u>General Memorandum</u>							
The May 2016 CAR wording is applicable							
Sanction Limitation and Exclusion Clause Insurers shall not be deemed to provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that that the provision of such cover, payment of such claim or provision of such benefit would expose Insurers 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.							

Date Printed: 07/05/2024 Policy No: 4784 - Reference No: FIRE0000-00638 **◯ GRAIL**

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Electricity Grid Failure (Blackout) Exclusion Effective 01/04/2023

A Power Outage (Blackout)/Electricity Grid Failure is described as the occurrence of a failure of the South African power network operated by an authority empowered by law. Notwithstanding any provision of this policy, including any exclusion, extension or any provision which would otherwise override a general exclusion, this policy does not cover any claim, loss, damage, cost, liability, expense, consequential loss or damage of any nature whatsoever directly or indirectly caused by, resulting from, arising out of, in connection with a national, regional, municipal, local and/or private interruption, failure, interference, or suspension of the electricity supply to the electricity grid of South Africa for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier to generate, transmit or distribute electricity, or otherwise.

Computer Losses

General exception applicable to all sections of this policy insuring damage to property or the consequences of damage to property or any liability.

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover

- a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature;
- c) any consequential loss;
 directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all
 - to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
 - (ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
 - (iii) to capture, save, retain or to process any information or code due to programme errors,incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
 - (iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference;

nor any loss directly or indirectly caused by or contributed to by or consisting of or arising from any unauthorized use or unavailability of data or any computer.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

Policy No: 4784

Reference No: FIRE0000-00638

Insured: Industrial Building & roofing & Ipiti Projects & Industrial Building & Roofing Projects Pty Ltd FTRR&I

VAT No: NOT REGISTERED

	Additional	Monthly/Renewal	Refund
Policy Sections In Force	Premium	Premium	Premium
Contract Works	0.00	3,000.00	0.00
Total Premium	0.00	3,000.00	0.00
(VAT included in premium)	0.00	391.30	0.00
Fees			
Broker Fee	0.00	0.00	0.00
(VAT included in fees)	0.00	0.00	0.00
TOTAL MONTHLY PREMIUM	0.00	3,000.00	0.00
Annual SASRIA	0.00	3,426.11	0.00
(VAT included in SASRIA)	0.00	446.88	0.00
TOTAL RENEWAL DEBIT	0.00	6,426.11	0.00

Endorsement Details

Amending client name.

- (1) This schedule becomes a tax invoice after inception of cover and when the total amount requested has been paid to Compass Insurance Company Limited, Reg No: 1994/003010/06, VAT No: 4150143289.
- (2) All sums insured and premiums are inclusive of VAT at 15%.
- (3) Policy wordings are attached only in respect of those sections shown as insured in this index.
 - At first issue of this policy (or any section thereof) please check to ensure that all pages of all included sections are contained in this document.
 - At renewal or revision, policy wordings will not be re-issued. This schedule will be updated and re-issued as necessary together with any section schedule, which may have changes.
 - Wherever endorsements appear on any schedule page these shall be subject otherwise to the Terms, Exceptions and Conditions of the Policy.

THIS TAX INVOICE IS A SUMMARY OF ALL TRANSACTIONS FOR THE MONTH OF JUNE 2024

Date Printed: 07/05/2024

Policy No: 4784 - Reference No: FIRE0000-00638 Industrial Building & roofing & Ipiti Projects & Industrial Building & Roofing Projects Pty Ltd FTRR&I

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Cor	ntract Works			
End	Details			
	Section 1 - Contract Works			
1	Type: ANNUAL MONTHLY			
999	Annual Turnover			R30,000,000
53	Contract limit			R23,000,000
	Extensions and Clauses		Included	
999	Surrounding Property Damage (In respect of each and eve	ery occurrence)	Yes	R200,000
999			Yes	R50,000
1	Maintenance Period : 12 Months			
999	Limit of Indemnity			
48	Transit		Yes	R100,000
999	Theft & Malicious Damage		Yes	R200,000
	Section 2 - Public Liability			
999	•		limited Yes	R20,000,000
	Extensions and Clauses			
16	Legal Defence Costs		Yes	R150,000
57	Arrest / Assault / Defamation		Yes	R150,000
999	Use of Explosives		No	R NII
999	Lateral Support/Intentional Removal of Support		No	R NII
999	Spread of Fire - Vegetation		Yes	R250,000
	First Amounts Payable			
35	Storm/Tempest/Flood/All Water Damage/Inundation	R20 000	Yes	
35	Subsidence and Landslip	R20 000	Yes	
35	Snow / Hail / Frost	R20 000	Yes	
35	Fire	R20 000	Yes	
2	Transit	R15 000	Yes	
18	Theft	R15 000	Yes	
18	Malicious Damage	R15 000	Yes	
9	Surrounding Property	R5 000	Yes	
2	Any other cause	R15 000	Yes	
9	Claims Preparation Costs	R2 500	Yes	
38	Liability Standard	R20 000	Yes	
999	Liability Damage to Services	Refer to Memo	Yes	
999	Liability Spread of Fire	R25000	Yes	

Excluded contracts

- Unless agreed by endorsement
 - 1) Contracts involving offshore technology
 - 2) Where at commencement the Contract Value exceeds the Contract Limit of R23,000,000
 - 3) Where at commencement the anticipated construction period exceeds 24 months
 - 4) Involving work in or on waterborne vessels or aircraft
 - 5) On an existing airport runway or airstrip or in or on any aircraft
 - 6) Involving harbours, jetties, piers, wharfs, dams, canals, water channels, tunnelling, shaft-sinking, underground work and bridges over major watercourses.

999 **MEMORANDUM**

It is hereby declared and agreed that:

Warranties / Memos / Endorsements

A) Exposed Layer works and Embankments (if applicable)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers maximum indemnity in respect of loss or damage to layer work or embankments arising from any one loss is limited to a maximum of 500 meters per layer or embankment and 500 meters in the aggregate.

Any gravel road surfaces are deemed to be layers.

B) Open Trench Limitation (if applicable) for the contract

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only up to the maximum length of open trench stated below, partially or completely excavated, for any one loss event. The Insurers shall be liable only if

- the pipes, immediately after laying, have been secured in such a manner by backfilling that they cannot be displaced if the trench is flooded;
- the pipes, immediately after laying, have been closed to prevent water, silt or the like from penetrating;
- the trenches of tested pipe sections have been backfilled immediately upon completion of the pressure test.

Maximum length: 1km Aggregate, 500m per section, 150m separation limit.

C) Damage from Traffic

Damage caused by or aggravated by traffic is excluded.

D) Retaining Walls

Excluded (unless specifically requested) or all retaining walls are to be constructed as per engineers specification failing which cover is excluded.

E) Loss or damage to construction plant, scaffolding, tools, equipment and construction machinery is excluded (unless specifically requested)

F) Work already commenced

Any losses arising from defects existing at the time the cover incepts (whether known to the insured or not) are excluded. Any work that has commenced at the time the policy incepts is to be declared.

G) Theft - Double Deductibles

It is agreed and understood that it is a condition precedent to liability that:

- Theft without visible signs of forcible or violent means will be subject to double the applicable deductible
- The term violent shall mean a physical threat or act of violence aimed directly at and which could have led to physical harm of the person/s protecting the property that is stolen or damaged and is the subject of the claim.

Subject further to terms, exclusions, provisions and conditions contained in the policy or endorsed thereon.

H) The Following Endorsement will apply to all Cabling, Piping and Facilities whether underground or not:

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing cables and/or pipes or other installations or facilities, whether underground or not, if, prior to the commencement of works, the Insured has enquired with the relevant authority, parastatal or regulatory body about the exact position of such cables, pipes or other installations or facilities and takes all necessary steps to avoid damage to same. The insured warrants that it will comply strictly with all statutory and contractual requirements (including but not limited to wayleaves issued by Telkom) of any authority, parastatal or regulatory body relating to the performance of work in respect of underground cables, pipes or other installations or facilities. Claims in respect of loss of or damage to such cables, pipes or other installations or facilities which are in the same position as shown on the maps, diagrams or drawings (indicating the position of the cables, pipes or other installations or facilities), shall be payable after applying a deductible stated under* a)* below. Claims in respect of loss of or damage to such cables, pipes or other installations or facilities incorrectly shown on the maps, diagrams or drawings (indicating the position of the cables, pipes or other installations or facilities), shall be payable after applying the deductible stated under *b)* below. The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other installations or facilities, any consequential damage and penalties being excluded from the cover.

Deductibles:

- a) 20% of the loss amount, minimum R 20 000 any one occurrence
- b) 10% of the loss amount, minimum R 10 000 any one occurrence.

I) Emergency medical expenses

The Insurer shall indemnify the Insured in respect of costs and expenses incurred by the Insured for such medical treatment as may be reasonable at the time of an occurrence causing injury to any person who may be connected with a claim, subject to the following: The limit of indemnity under Section II of the Policy shall not exceed R150000.

Subject further to terms, exclusions, provisions and conditions contained in the policy or endorsed thereon.

J) Temporary Storage - Excluding Insureds Premises

This policy extends to cover temporary storage of the property insured under Section 1 at any situation within the Territorial limits other than the insured own premises and if not more specifically insured.

Provided that the maximum liability of the company shall not exceed the limit stated in the schedule applying to this extension.

Subject otherwise to the terms conditions and exceptions of the Policy

K) Use of Explosives and Non Explosive (Chemical) Method (if applicable)

Notwithstanding anything stated to the contrary, the cover hereby is extended to include blasting operations but it is a condition precedent to liability that:

- i) the insured shall prior to the commencement of any operation of chemical fracturing / non explosive chemical method record in writing or by photographic evidence, all existing defects in any property in the vicinity of the blasting location which may be affected and such record or evidence shall be dated and witnessed by the owner or tenant of such property or a responsible third party.
- ii) any existing defects found shall be monitored by the insured at least every twenty four hours and in the event of any detrimental effects evidenced, operations shall be ceased forthwith and the company shall be notified immediately. Operations shall not commence without the written approval of the Company.
- iii) the insured complies with the provisions of the Explosive Act No 15 of 2003 or any subsequent amendment or updated/replacement legislation
- iv) protection mats are to be used in the course of all explosive blasting methods.

L) Spread of Fire - Vegetation

In respect of damage to Third Party Property or injuries sustained in consequence of The Spread of Fire originating at the contract site or any other premises temporarily occupied for the purpose of the Insured Contract.

The limit of indemnity under Section II of the Policy shall not exceed R250000.

Subject however to a deductible in respect of Spread of Fire Cover of R25000.

EFFECTIVE DATE

New Business No 1:	02/06/2004
Endorsement No 2 :	24/08/2004
Endorsement No 9 :	04/06/2007
Endorsement No 16:	11/02/2010
Endorsement No 18:	01/06/2010
Endorsement No 35:	10/03/2016
Endorsement No 38:	20/11/2017
Endorsement No 48:	01/06/2020
Endorsement No 53:	20/01/2021
Endorsement No 57:	01/06/2022
Endorsement No 60:	01/06/2023
Effective No 999 :	01/06/2024

Date Printed:

IMPORTANT INFORMATION - PLEASE READ CAREFULLY DISCLOSURE AND OTHER LEGAL REQUIREMENTS

FINANCIAL ADVISORY & INTERMEDIARY SERVICES ACT NO. 37 2002 'FAIS ACT'

The FAIS Act requires compliance by Product Suppliers (insurers) and Financial Services Providers (intermediaries or brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, Underwriting Management Agent (if applicable) and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial service industry.

You will receive a Disclosure Notice at the inception of your policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier and Financial Services Provider (if applicable, your broker may have a separate disclosure notice) that you are entitled to together with information about The Ombud and the Registrar. Should you experience any difficulties in obtaining required details, please contact your Financial Service Provider for further assistance.

1. THE INTERMEDIARY (BROKER)

Broker: Surelink Short Term Insurance Brokers

Physical address: Wembley Views, 3 Wembley Terrace Wembley Pietermaritzburg 3201

Postal address: Postnet 2 Private Bag X8 Cascades 3202

Telephone: 033 648 0041 Fax: 086 730 4553

E-mail: colleen@surelinkst.co.za

 FSP No:
 1623

 Broker fees:
 0.00

 Broker Commission:
 600.00

 SASRIA Commission:
 411.14

2. DETAILS ABOUT OURSELVES AS UNDERWRITING MANAGEMENT AGENT

Company: Firedart Engineering Underwriting Managers (Pty) Ltd
Postal address: Postnet Suite 001, Private Bag X16, Craighall, 2024

Physical address: 1 Bompas, Level 1, 1 Bompas Road, Dunkeld, Johannesburg

Telephone: (011) 833-1400

FSP No: 40536

Categories of License: Short Term Commercial Lines

We are in possession of PI and FG cover; however we are not required to hold IGF guarantee as we do not handle client funds.

Compliance Officer: Compli-Serve - Elzabe Botha

Telephone: 087 897 6970 Mobile: 082 577 7805

E-mail: Elzabe@compliserve.co.za

As Underwriting Managers of Compass Insurance Company Limited we are paid a fee for managing this book of insurance on their behalf. In addition we do have a vested interest in this transaction by virtue of a profit share arrangement between ourselves and Compass.

Should you have a complaint about our service, staff or products sold to you please contact the following person in writing with the full details of the problem you have encountered:

Name: Prisha Bhoola

Address: Postnet Suite 001, Private Bag X16, Craighall, 2024

E-mail: prisha@firedart.co.za

Date Printed: 2024/05/07

State Printed: 2024/05/07

3. DETAILS ABOUT YOUR INSURER AND OUR RELATIONSHIP WITH THEM

Company: Compass Insurance Company Limited

Physical address: 5th Floor, 90 Rivonia Road, Sandton, Johannesburg, 2196

Postal address: P.O. Box 37226 Birnam Park 2015

Telephone: (011) 745-8333
Fax: (011) 745-8444
Contact: Ismail Ismail

Email: <u>Ismail@compass.co.za</u>

FSP No: 12148

Categories of License: Short Term Commercial/Personal Lines

Compliance Officer: Adél Walker
Telephone: 011 745 8333
Fax: 011 745 8444

Address: 5th Floor, 90 Rivonia Road, Sandton, Johannesburg, 2196

E-mail: Adel.Walker@compass.co.za

Should you have a complaint about our service, staff or products sold to you please contact the above mentioned Compliance officer of the Insurer in writing with the full details of the problem you have encountered.

If SASRIA (Riot) insurance has been taken out by you or is included in the policy you need to know the following information about SASRIA:

Company: SASRIA SOC Ltd

Physical address: 36 Fricker Road, Illovo, Sandton, 2196
Postal address: P.O. Box 653367, Benmore, 2010
Telephone: +27 11 214 0800 or 086 172 7742

E-mail: contactus@sasria.co.za

Web site: www.sasria.co.za

Compliance Officer: Mr Mziwoxolo Mavuso

Complaints handling: All complaints are to be forwarded to SASRIA's Compliance Officer at the postal address provided.

Claims: In the event of a claim, all relevant documentation relating to your claim must be submitted to

The Nominated Insurer.

4. OTHER MATTERS OF IMPORTANCE

We undertake:

To keep all confidential information, you provide us with, secure.

Not to alter any documents you provide us with when submitting to any Insurer. Where we feel an error has been made we will advise you prior to submission,

To never ask you to sign blank documents. Wherever possible all documents, be they proposals or claim forms should be completed by yourself to ensure full and correct disclosures.

Never to take away any rights you have in terms of any legislation that governs the way we transact business.

To supply a copy of any documents used in the preparation of your insurances, when required, free of charge.

Your Insurer undertakes:

To be the one who provides the reason for any claim that is rejected,

To ensure that they write to you should they wish to cancel your policy and to give you at least 30 days' notice of their intention to do so.

If you are paying your premiums by debit order:

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The debit order may only be in favour of one person/entity.

It may not be transferred without your approval.

You are entitled to 30 days' notice of cancellation of the debit order,

You are entitled to a period of 30 days grace in which to pay the premium (other than in the first month of insurance).

If you are paying your premiums in any way other than monthly:

You are only entitled to a 30 day grace period if the insurances are in respect of your commercial insurances (Engineering Insurance), otherwise; all premiums must be paid at inception or renewal date for the policy to be in force.

If you have claim or are involved in an incident that could lead to a claim:

You must advise us immediately, preferably in writing. Your policy will contain conditions that relate to the early reporting of potential claims and it is important that you do not breach this responsibility.

If any of the information you gave us changes:

You must advise us immediately - policy cover, premiums and terms are based on what you told the Insurer, we need to advise them of any changes that could affect their view of you and your policy.

5. IMPORTANT ADDITIONAL INFORMATION FOR ALL OUR CLIENTS

Conflict of interest:

In accordance with our conflicts of interest management policy, we place a high priority on our clients' interests. As conflicts of interest affecting clients could undermine the integrity and professionalism of our business, any instances must be identified as early as possible. If conflict situations cannot be avoided, they must be managed equitably and in the client's interest. Detecting potential or recognised conflicts of interest that could compromise the interest of our clients and managing and limiting the impact of conflicts of interest therefore constitute an integral part of our duties and obligations.

Potential conflicts of interest are inherent in any business and therefore it is not our aim to avoid all conflicts but rather to take steps to identify and manage conflicts of interest to ensure that our clients are not unduly prejudiced.

We have no shareholding in any product supplier.

Treating Customers Fairly (TCF)

TCF requires of regulated firms, such as ourselves, to consider their treatment of customers at all stages of their relationship with the customer, from product design and marketing, through to the advice, point-of-sale and after-sale stages. Firms will ultimately be required to demonstrate that they are consistently treating customers fairly throughout the stages of the product life cycle to which they contribute.

The Six Outcomes pursued by TCF:

Product and service design: Products and services are designed and developed for specific target markets

Promotion and marketing: Products are marketed to specific target groups, through clear and fair communications that are not misleading.

Advice: Firms need to ensure that, where advice is provided, advisers are fully equipped to provide advice that is suitable to the needs of the customer concerned.

Point-of-sale: Firms need to provide clear and fair information to enable customers to make informed decisions about transacting with the firm, its products and services. This means that product risks, commitments, limitations and charges must be transparent.

Information after point-of-sale: Firms need to provide customers with ongoing relevant information to enable them to monitor whether the product or service continues to meet their needs and expectations.

Complaints and claims handling: Firms need to honour representations, assurances and promises that lead to legitimate customer expectations.

We adhere to these principles and aim to achieve these outcomes.

6. POPIA- CONSENT TO PROCESSING OF PERSONAL INFORMATION:

Date Printed: 2024/05/07

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The personal information provided by the potential policyholder / policyholders or its representatives in terms of this insurance application:

- Will be used by the insurer, its employees and agents for the provision of policy benefits in terms of the insurance contract; and

- Will be stored in a shared database and used to underwrite policies and assess risks fairly; and

- May be verified against legally recognised sources or databases (including credit bureaus).

7. OTHER CONTACT DETAILS

National Financial Ombud Scheme

JHB: 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198 Address:

CPT: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708

Telephone: 0860-800-900 E-mail: info@nfosa.co.za Web Site: www.nfosa.co.za

Registrar of Insurance

Company: Financial Services Board

Postal Address: P.O. Box 35655, Melo Park, 0102

Telephone: Tel: (012) 428-8000 Fax: Fax: (012) 347-0221

FAIS Ombudsman

Postal Address: P.O. Box 74571, Lynwoodridge, 0040

Telephone: (012) 470-9080 Fax: (012) 348-3447

E-mail: reception@faisombud.co.za

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