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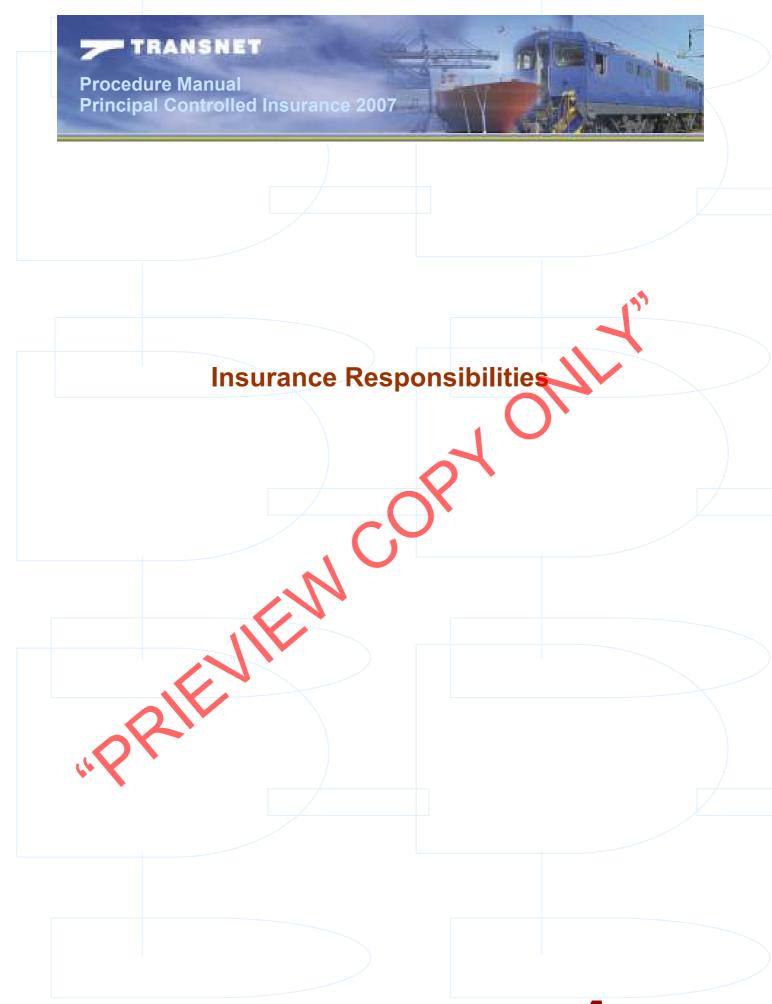
# Introduction

TRANSNET LIMITED insure all Projects / Contracts on a Principal Controlled Insurance Programme basis (including the Assembly and/or Erection of Plant and Machinery) in respect of Contract Works and Contractors Public Liability.

# Philosophy of the programme

- Transnet Limited and its Business Units wish to control the risk exposures in this regard.
- Transnet Limited, as a large organization, bulk-buys resulting in preferential rates and cover.
- Simplified administration.
- Eliminates potential problems which usually occur when individual Contractors are responsible to arrange separate insurance.
- Includes the Contractor and/or Subcontractors as an insured party.
  - It is therefore important that Tender and eventual Contract documents reflect the fact that Transnet as the Principal (i.e. the Employer) arranges certain covers which incorporates cover on behalf of Contractor's
  - and / or Subcontractor's.
  - The concept does not relieve the contracting parties of their responsibilities for, amongst others, care of the works and liabilities to third parties





# **Insurance Responsibilities**

# 1. Cover arranged by Transnet as the Principal (Employer)

## 1.1 Insurance Cover Applicable To All Contracts

1.1.1 Contract Works Cover

Covering fortuitous physical loss or damage to the works, temporary works and materials for incorporation into the works whilst in transit and whilst at the contract site.

Limited to R100,000,000 any one contract.

1.1.2 Contractors Public Liability Cover

Covering legal liability arising out of or connection with the performance of the works on the contract site or sites designated by the Principal for purposes of the performance of the contract.

Limited to R10,000,000 any one occurrence.

1.1.3 Riot / Strike Cover (Contract Works)

Provided by:

SASRIA (South African Special Risks Insurance Association) in respect of risks with RSA.

**NASRIA** (*Namibian Special Risks Insurance Association*) in respect of risks within Namibia.

### 1.2 Additional Insurances (Optional)

1.2.1 Marine Transit Cover

Covering imports until delivered and checked on site.

1.2.2 Project Delay Cover

Covering consequential financial exposures due to delays following indemnifiable loss or damage to the works.

1.2.3 Removal of Lateral Support

Covering legal liability incurred in respect removal of or weakening of or interference with support to land or property or buildings adjacent to, on or in the vicinity of the Contract site.

Limit of indemnity **R5,000,000** any one occurrence.



The above information (including limits of insurance purchased) should be clearly spelt out in Tender and eventual Contract documentation including the deductible (excess) which are applicable and the fact that Contractor's and/or Subcontractor's are responsible for the deductible.

# 2. Cover to be arranged by Contractor's/Subcontractor's

All Contractor's/Subcontractor's still remain fully responsible to arrange insurance in respect of the following:

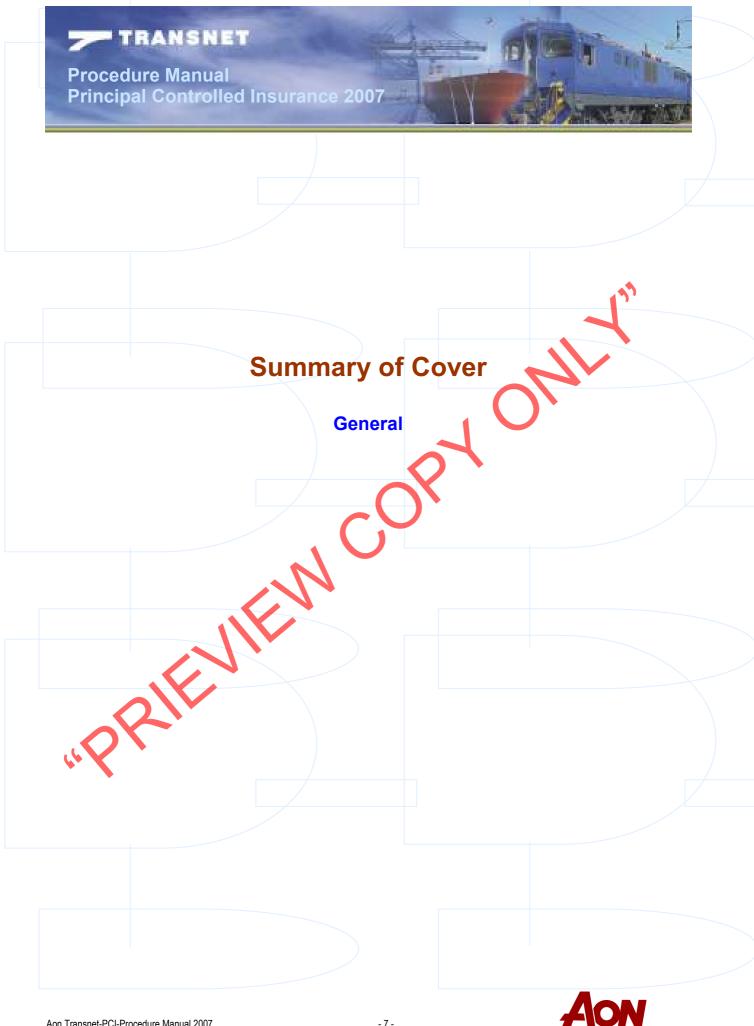
- As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
- Employers Common Law Liability.
- Own plant, machinery, equipment and tools.
- Motor Vehicles Liability.
- Professional Indemnity (Defective Design).
  - This should also be clearly spelt out in Tender and eventual Contract documentation.

# 3. Cover to be arranged by Consulting Engineers, Architects & Other Professionals

Professional Indemnity (defects in Design, Plan or Specification).

Please ensure that Professional Service Providers do not contract out of their liability in this regard. (Please refer to Transnet Group Insurance for recommendation and approved limits).







# **Summary of Cover**

#### The Insured Parties

- Transnet Limited and / or its Affiliated / Subsidiary / Associated Companies as Principal or Employer.
- All Contractor's undertaking work for or on behalf of the Principal in execution of the Contract.
- All Subcontractor's employed by the Contractor and all other Subcontractor's (whether nominated or otherwise) engaged in the fulfillment of the Contractor.
- To the extent required by any Contract or Agreement suppliers manufacturers vendors or other persons engaged on the contract sites but only to the extent of loss damage or liability originating at the Contract Site (other than while the Property Insured is in transit) arising out of the performance of their Contract Site obligations.

### Cover

- Contract Works as detailed herein.
- Contractors Public Liability as detailed herein.

# **Insured Contracts**

- All contracts up to a maximum value of R100,000,000 any one contract.
- Limited to a maximum contract period of 36 months followed by a maximum Defects Liability / Maintenance period of 12 months

## **Excluded Contracts**

- Where the contract value exceeds R100,000,000.
- Where the contracted duration of the contract exceeds 36 months.
- Where contracted Defects Liability / Maintenance period exceeds 12 months.
- Contracts involving harbours, dams, tunneling, mining, shaft sinking, underground work, quarrying, alterations to water courses being River Diversions or Coffer Dams.
- Contracts outside of the territorial limits.



- Contracts involving the installation of plant intended for the processing of hydrocarbons which terms shall include but not be limited to plant intended for the processing of petrochemicals ammonia fertilizers and the like and shall be deemed to include any plant which for its commercial operation requires exothermic reaction by the introduction of catalysts.
- On an existing airport runway or airstrip or in or on any aircraft.

#### **Contract Site**

Any location upon which the Insured Contract(s) is to be executed or carried out as more fully defined in the Insured Contract(s) documents together with so much of the surrounding area as may be designated for the performance of the Insured Contract(s).

### **Territorial Limits**

The Republic of South Africa and to the extent permitted by the applicable Insurance Acts the territories of Lesotho, Namibia, Swaziland, Botswana, Zimbabwe and Mozambique.

#### N.B.

In terms of local legislation enacted in some of the above territories it is required that insurance cover be placed within their local markets. It is therefore important that the Broker be advised timeously (prior to Tender documents being issued) should any contracts, whether as Principal or Contractor, take place in any of the above territories.

If Contracts are to take place in any territories not listed above, the Broker also needs to be advised of same at feasibility stage.

# **Cover Limitations / Warranties**

#### **Unsealed / Unprimed Base Course**

Unsealed unprimed base course – cover limited to a maximum of 4,000 metres.

#### Open Trench

- Open trench cover limited to a maximum indemnity of 4,000 metres.
  - It is essential that the above limitations are brought to the attention of Contractor's. Where this restriction is not practical, specific arrangements for cover can be made with Underwriters. They will, however, require detailed underwriting information and an additional premium may be charged.





#### **Laid Pipes**

- Pipes with a diameter not exceeding 500mm are to be end capped on the termination of each days work to avoid ingress of mud silt water debris detritus and the like.
- Pipes with a diameter exceeding 500mm are to be capped on the termination of each days work with steel mesh to allow ingress of water to avoid floatation but avoiding ingress of large debris or detritus.

**NB** If above not conformed with cover is forfeited.

#### Rail Track Re-Profiling

- The maximum speed of any grinding unit shall not exceed 11.00km per hour.
- All Guards, Curtains, Spark Deflectors are to be in place and correctly positioned prior to the commencement of each grind.
- Maximum grinding distance in any one execution shall not exceed 10,000 metres.
- Any changes in prevailing weather conditions must be recorded and appropriate remedial action taken.
- The Insured Parties are to comply with all Fire Fighting requirements as set out in the Project Specification For Track Maintenance With An On Track Grinding / Profiling Machine and any amendments / deviations to this Project Specification are to be advised to the Insurer prior to work being undertaken.

**NB** If above not conformed with cover is forfeited.

• It is essential that the above Warranties are brought to the attention of Contractor's.

### Used Plant - Basis of Loss Settlement

Insured property which has operated under service conditions prior to attachment of cover:-

- Up to 5 years
- cost of repair / reinstatement / replacement.
- In excess of 5 years
- agreed value (calculated on basis of each life year (or part thereof) on present day New Replacement Value reduced proportionally over 20 years subject to residual of 20%).

# **Rating Structure**

The rates include both Contract Works and Contractors Public Liability cover per current policy limits, terms and conditions.

Minimum premium requirement are:-	Track Re-profiling	R8,000
	All Other	R4,000
	SASRIA	R 250
		(Above are inclusive of VAT)





To extend the contract period beyond 36 months will attract an additional premium.
 (See Administrative Procedures herein).





## 1. Contract Works Insurance

#### **Synopsis of Cover**

Fortuitous Physical loss of or damage:

- During dismantling of property in connection with the Insured Contracts.
- Whilst in transit, including loading and unloading, or whilst temporarily stored at any premises en route to or from The Contract Site within the Territorial Limits;
- During the preparation of The Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a Notice of Completion Certificate or similar evidence of legal transfer of risk in the whole or permanent works under the Insured Contract to the Employer;
- Where testing and commissioning of Property Insured is conducted by the Employer "completion" for purposes of this insurance to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract;
- Where the permanent property insurance arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this insurance in respect of such completed portions of the Property Insured shall cease except as provided below,
- Work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) for such uncompleted or outstanding work where after the provisions of (g) below shall apply in respect of such work;
- During the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
  - arising from a cause occurring prior to commencement of such period of maintenance or defects liability period
  - ii) arising from any act or omission of the Insured their Servants, Agents, Suppliers or Subcontractors in pursuance of the Insured's obligations.

for which the Insured Contractor is responsible under the Contract.





#### **Contract Period Limitation**

Maximum Contract period	36 months
Maximum Defects Liability / Maintenance Period	12 Months

# Limits of indemnity

Contract Works (Any One Contract)  Work done on Marine vessels above the waterline  R10,000,000  Surrounding Property  R5,000,000  Fire Brigade Costs  R500,000  Removal to Gain Access  R1,000,000  Documentation  R100,000  Debris Removal  R2,500,000  Claims Preparation Costs  R500,000  Maximum testing / commissioning period  Maximum un-sealed / un-primed base course limitation  Maximum open trench limitation  R100,000  A,000 metres		
Surrounding Property R5,000,000 Fire Brigade Costs R600,000 Removal to Gain Access R1,000,000 Documentation R100,000 Debris Removal R2,500,000 Claims Preparation Costs R500,000 Maximum testing / commissioning period 60 days Maximum un-sealed / un-primed base course limitation 4,000 metres	Contract Works (Any One Contract)	R100,000,000
Fire Brigade Costs R500,000  Removal to Gain Access R1,000,000  Documentation R100,000  Debris Removal R2,500,000  Claims Preparation Costs R500,000  Maximum testing / commissioning period 60 days  Maximum un-sealed / un-primed base course limitation 4,000 metres	Work done on Marine vessels above the waterline	R10,000,000
Removal to Gain Access  R1,000,000  Documentation  R100,000  Debris Removal  Claims Preparation Costs  R500,000  Maximum testing / commissioning period  60 days  Maximum un-sealed / un-primed base course limitation  4,000 metres	Surrounding Property	R5,000,000
Documentation R100,000  Debris Removal R2,500,000  Claims Preparation Costs R500,000  Maximum testing / commissioning period 60 days  Maximum un-sealed / un-primed base course limitation 4,000 metres	Fire Brigade Costs	R500,000
Debris Removal R2,500,000  Claims Preparation Costs R500,000  Maximum testing / commissioning period 60 days  Maximum un-sealed / un-primed base course limitation 4,000 metres	Removal to Gain Access	R1,000,000
Claims Preparation Costs R500,000  Maximum testing / commissioning period 60 days  Maximum un-sealed / un-primed base course limitation 4,000 metres	Documentation	R100,000
Maximum testing / commissioning period 60 days  Maximum un-sealed / un-primed base course limitation 4,000 metres	Debris Removal	R2,500,000
Maximum un-sealed / un-primed base course limitation 4,000 metres	Claims Preparation Costs	R500,000
	Maximum testing / commissioning period	60 days
Maximum open trench limitation 4,000 metres	Maximum un-sealed / un-primed base course limitation	4,000 metres
	Maximum open trench limitation	4,000 metres

### **Deductibles**

The deductible (excess) is the amount which the Contractor and/or Sub-Contractor is responsible for and this obligation must be reflected in the Tender and/or Contract Documents and the responsibility for same made clear.

The deductibles apply to each and every occurrence and in respect of all Contracts.

### The deductibles are:

Loss or damage arising out of major perils (which term shall wind, flood, theft and / or malicious damage, subsidence, collapse, earthquake, testing, commissioning	include storm, rain, tempest,
Loss or damage arising from any other cause	R 15,000
Removal of Debris	R 25,000
Loss or damage to Surrounding Property	R 25,000
Loss or damage to Documentation	R 5,000
Road Reserve / Servitude	R250,000





### All Contracts Entailing Trenching and / or Layer Works

Following additional Deductibles apply over and above the aforestated deductibles: - i.e. in excess of 1,000 metres

Up to a maximum of 3,000 metres

20% of loss / minimum R50,000

Up to a maximum of 4,000metres

20% of loss / minimum R100,000

It is essential that this is brought to the attention of Contractor's.
 Where this restriction is not practical, specific arrangements for cover can be made with underwriters. They will, however, require detailed underwriting information and an additional premium may be charged.

### **Property Insured**

The actual Contract Works and all material intended for incorporation into the Works (*including Free Issue Material the value of which has to be included in the Contract Value declared*) and Temporary Works.

#### N.B.

Temporary works does not include mobile plant, or works intended to be removed from the Contract Site on completion of the Contract (other than scaffolding shuttering and formwork or construction equipment specifically designed and / or constructed from the Insured Contract and which is not intended for immediate re-use on another contract) or have no residual value at completion of the Contract (other than scrap value).

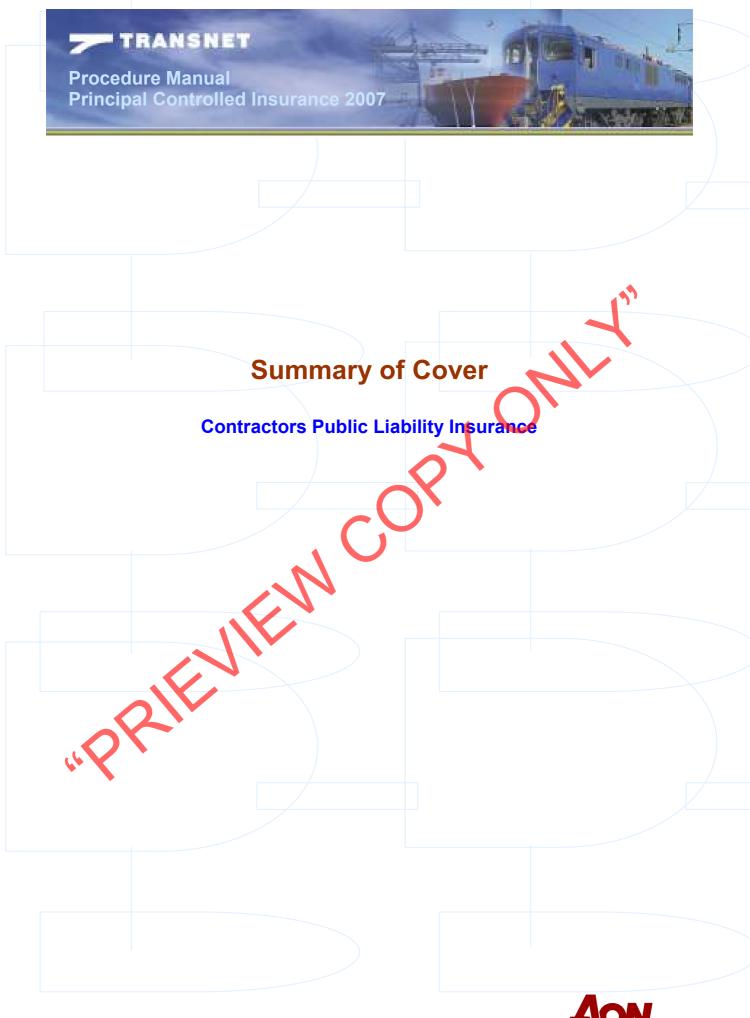
#### **Main Exceptions**

- The amount of the policy deductible.
- Loss or damage of money or the like.
- Aircraft, waterborne vessels or craft.
- Construction plant, tools or equipment.
- Losses by disappearance / shortage discovered by taking of routine inventory.
- Defective material workmanship design plan or specification (but resultant damage covered).
- Cost of re-design, improvement, betterment or alteration.
- Consequential loss.
- Liquidated damages or penalties for delay in connection with guarantee or performance or efficiency.



- Air transit (unless in territorial limits).
- Ocean transit or whilst in storage thereafter (unless immediately inspected by an independent party after offloading from vessel).
- During the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
  - i) arising from a cause occurring prior to commencement of such period of maintenance or defects liability period
  - ii) arising from any act or omission of the Insured his Servants or Agents, in the course of the work carried out in pursuance of the Insured's obligations with regard to maintenance under the Contract.
- Wear, tear, gradual deterioration rust, corrosion or oxidation and normal up-keep.
- Electrical or mechanical breakdown or explosion to machinery or plant which has operated under load conditions prior to commencement of the Insured Contract or which has occurred after the Testing / Commissioning Period specified in the Policy.
- Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed on termination of each days work by means of end caps as prescribed in the policy.
- Damage to any unsealed / unprimed or base course in excess of limitations as stated in the policy.
- Damage to any open trench in excess of the limitations as stated in the policy.
- War, asbestos and nuclear risks.







# 2. Contractors Public Liability Insurance

#### **Insured Contracts**

- All contracts up to a maximum value of R100,000,000 any one contract.
- Limited to a maximum contract period of 36 months followed by a maximum Defects Liability / Maintenance period of 12 months.

# **Synopsis of Cover**

Legal Liability to pay as compensation for and in consequence of:

- Accidental death of or injury to or illness or disease contracted by any person
- Accidental loss of / or physical damage to tangible property

Occurring during the period of insurance and arising out of or in connection with the performance of the Insured Contract(s).

First Party Property Extension will apply to the Lateral Support policy extensions.

# **Type Of Contract**

All Contracts undertaken including

- Chemical Vegetation Control
- Vegetation Rehabilitation
- Ballast Tamping
- Rail Track Re-profiling including the contract works

#### N.B.

The above noted contract types attract specific differentiated rates and are insured by way of a separate policy.





# **Limits Of Indemnity**

Contractors Public Liability	R10,000,000 any one occurrence / unlimited for the Period of Insurance
Removal of Lateral Support	R5,000,000 unlimited for the Period of Insurance (provided on request only
Statutory Legal Defence Costs	R500,000 any one occurrence
Arrest / Assault / Defamation	R500,000 any one occurrence
Emergency Medical Expenses	R500,000 any one occurrence
Prevention of Access	R500,000 any one occurrence
Trespass / Nuisance	R500,000 any one occurrence
Claims Preparation Costs	R500,000 any one occurrence

### **Deductibles**

The deductible (excess) is the amount which the Contractor and/or Sub-Contractor is responsible for and this obligation must be reflected in the Tender and/or Contract Documents and the responsibility for same made clear.

The deductibles apply to each and every occurrence and in respect of all Contracts.

The deductibles are:

•	Loss of or damage to public utilities	R25,000
•	Spread of fire	R25,000
•	Spread of fire – track re-profiling	10% of each loss subject to a minimum of R50,000 and a maximum of R250,000
•	Loss of or damage to any other property	R25,000
	Loss of or damage arising from removal of lateral support	R25,000





#### **Main Exceptions**

- The amount of the policy deductible.
- Death or injury to own employees.
- Motor vehicle liabilities under legislation or as defined in Multi-lateral Motor Vehicles Accident Fund No. 93 of 1989 as amended.
- Claims in connection with ownership or use of aircraft or watercraft.
- Property belonging to the Insured or in his care custody and control (as defined in the Policy).
- Property forming part of Contract Works.
- Liquidated damages or penalties for delays or in respect of performance or efficiency guarantees.
- Liability arising out of defects in workmanship materials design plan or specification in any part of the Property insured.
- Arising from or in connection with design plan or specification.
- Gradual pollution and contamination.
- After completion and handover (inclusive of the contractual Defects / Maintenance period).
- Punitive damages.
- Ownership hiring or leasing of any airport of airstrip.
- War, asbestos and nuclear risks.

### **Cover Limitations / Warranties**

#### Rail Track Re-Profiling

- The maximum speed of any grinding unit shall not exceed 11.00km per hour.
- All Guards, Curtains, Spark Deflectors are to be in place and correctly positioned prior to the commencement of each grind.
- Maximum grinding distance in any one execution shall not exceed 10,000 metres.
- Any changes in prevailing weather conditions must be recorded and appropriate remedial action taken.
- The Insured Parties are to comply with all Fire Fighting requirements as set out in the Project Specification For Track Maintenance With An On Track Grinding / Profiling Machine and any amendments / deviations to this Project Specification are to be advised to the Insurer prior to work being undertaken.

**NB** If above not conformed with cover is forfeited.



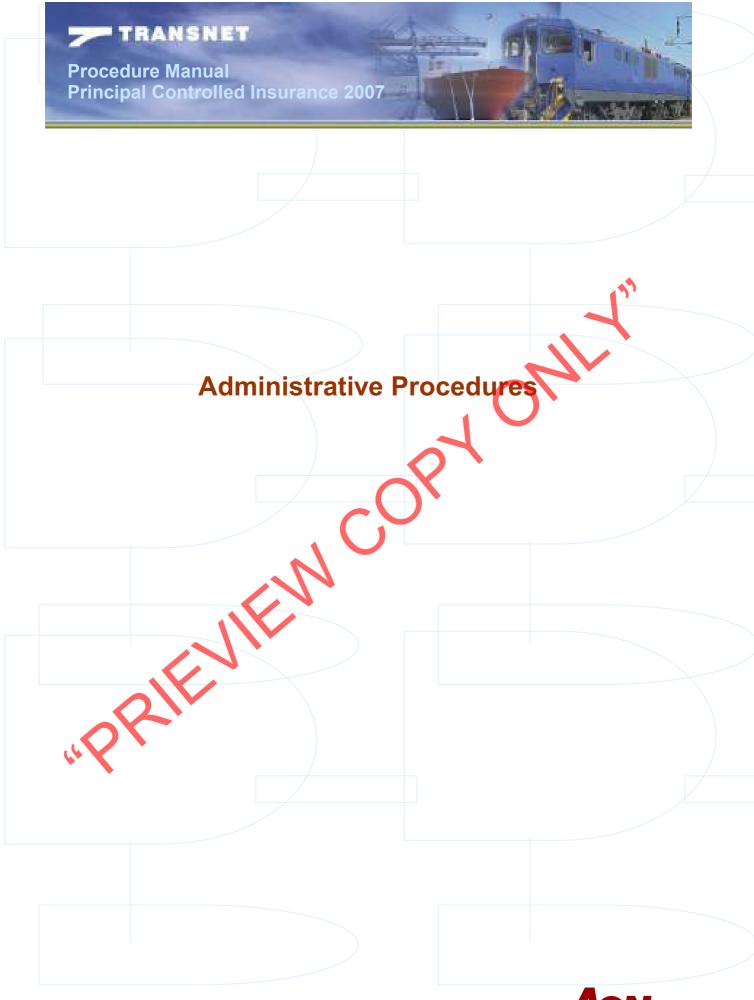


 It is essential that this requirement is brought to the attention of Contractor's. Where this restriction is not practical, specific arrangements for cover can be made with underwriters. They will, however, require detailed underwriting information and an additional premium may be charged.

### **Other Limitations**

Indemnity for removal of lateral support is limited to R5,000,000.

If a higher limit of indemnity is required, the Employers Insurance Broker's personnel needs to be advised and underwriting information will need to be provided in advance (i.e prior to Tender stage) and this will entail an additional premium.





## **Administrative Procedures**

# **Arranging Insurance cover**

#### The Business Unit must

#### Prior to the commencement of each Contract:-

- Complete the Declaration Form per Part A as per Annexure 1 herein.
- Date and sign the Declaration Form.
- Submit the Declaration Form to the Broker.
- Record the Declaration on the Contract Monthly Register and submit this Register at the end of each month to Transnet Group Insurance and the Broker.

On receipt of the Declaration Form the Broker will submit it to the Insurer and the following documents will be issued and provided to the Business Unit:-

- An Insurance Certificate and a SASRIA Coupon evidencing cover.
- A Debit Note in respect of the premiums due (based on agreed rates).

#### Prior to the expiry of each Declarations estimated completion date:-

- Confirm to the Broker that the contract will be completed on time.
- On completion submit to the Broker a Declaration of the final contract value per Part B as per Annexure 1 herein.
- NB If the original completion date is not going to be achieved, the period of insurance on the Declaration document will need to be extended and the Broker needs to be notified prior to original completion date.

The Business Unit (prior to the expiry date of the certificate period) has to advise the Broker in writing to extend the period of insurance and provide the new estimated completion date.

This process needs to be followed by the Business Unit until the time of completion is achieved.

#### Once the Contract has been completed:-

- The Business Unit has to declare the final contract value to the Broker per Part B as per Annexure 1 herein.
- The deposit premium will then be adjusted accordingly.

Failure by the Business Unit to conform to the above procedure will result in cover being voided.





# **Contracts that require specific arrangements**

All contracts that fall outside the scope of this Principal Controlled Insurance Programme have to be advised to the Broker prior to Tender and specific "One Off" cover will need to be negotiated. These will be:

- Where the Contract Value exceeds R100,000,000.
- Where the Contracted period exceeds 36 months.
- Where the Contracted Defects Liability Maintenance period exceeds 12 months.
- Other excluded Contracts as described on Page 5 herein.
- Contracts involving harbors, dams, tunneling, mining, quarrying, shaft sinking, underground work, alterations to water courses being river diversions or coffer dams.
- Contracts outside of the Territorial Limits.

In this regard contact the Employers Insurance Broker's personnel as detailed on Page 19 herein.

Contracts where cover limitations will be exceeded or where cover warranties cannot be complied with need to be discussed with the Employers Insurance Broker's personnel prior to contract award date to enable the Broker to make specific arrangements with Underwriters. This will however require detailed Underwriting Information and an additional premium may be charged.

 In order to ensure that Contractor's and site staff are aware of procedures a copy of this Procedure Manual must be supplied to the contract administrators and each Contractor on award of contract.







# **Important Considerations**

Cognizance must be taken of the following important considerations:-

- For contracts involving assembly or erection of plant and machinery or repairs maintenance or overhaul thereto, THE FULL NEW REPLACEMENT VALUE OF THE PLANT/MACHINERY involved must be declared AND NOT ONLY THE CONTRACT VALUE, for example.:
  - Cranes (repairs or final assembly)
  - Machinery being moved
  - Maintenance work above the high water mark on Portnet Vessels whilst in dry dock.
- Specific arrangements are in place to cover certain contracts where the exposure to own damage (damage to the works) is nil or negligible, but where a high third party liability exposure exists. For example:
  - Chemical control of vegetation
  - Vegetation rehabilitation
  - Ballast tamping
  - Re-profiling of Track

Contracts of this nature must be clearly identified on the Declaration Form.

- Contract value must include the replacement value of any Free Issue Material provided.
- VAT must be added to all contract value declarations in order to comply with local legislation.
- All policy limits and deductibles are Vat inclusive.







## **Claims Procedure**

In the event of any incident or occurrence, which is likely, to give rise to a claim under the Insurance arranged by the Principal the following procedures shall be adhered to in addition to any statutory or other requirements contained in the Contract.

# IMMEDIATELY advise Aon Construction & Engineering Risks (Attention Robert Troup).

At the same time complete the **Incident Advice Form (Annexure 2 herein)** and submit to **Aon Construction & Engineering Risks.** 

- Losses involving **theft or malicious damage** must be reported to the police and a police reference number obtained and recorded.
- The Employer, Contactor(s) or Sub-Contractor(s) shall allow free access to Insurers' Loss Adjuster(s) and / or Employer's Insurance Broker for the purpose of investigation and assessing the loss or damage.
- The Employer, Contractor(s) shall **not** deal direct with the Insurers other than by co-operating with their Loss Adjuster(s) and / or the Employers Insurance Broker.
- No **Admission of Liability** shall be made by the Employer, Contractor(s) or Sub-Contractor(s) in the event of damage, loss or injury to third party property or persons.
- Letters from claimants should be passed to **Aon Construction & Engineering Risks** as soon as possible via the Employer if necessary
- In the event of immediate repairs being necessary in the interest of safety, the Contractors may with the Employer's permission proceed with such repairs.
- The Employer shall immediately advise Robert Troup at Aon Construction & Engineering Risks.
- Other than in the circumstances described above the Contractor shall not proceed with the making good of any loss without the prior authorization of the Employer who shall advise the Insurer's appointed Loss Adjuster(s) and Robert Troup of Aon Construction & Engineering Risks.
- Upon commencement of the making good of any loss, the Contractor shall keep separate records of the costs involved in making good such loss and these records must be authenticated by the Employer for submission to the Insurer's or their Loss Adjuster(s). Such records shall include, inter alia, the entire cost of labour, materials, transport and equipment.
- The basis upon which the Insurers will indemnify loss or damage is the cost of repair or replacement of the loss or damage including, inter alia, transport and overheads.
- On completion of the making good of any loss the records of the costs involved having been authenticated by the Employer shall be sent to the Insurer's via their Loss Adjuster(s) and copied to **Aon Construction & Engineering Risks** (Mr Robert Troup) for processing.



- Upon the amount of the loss or damage being agreed upon by the Insurer's Loss Adjuster(s) and the Contractor, an "Agreement of Loss" form will be signed by the Contractor and Employer.
- The amount agreed upon by the Insurers, the Contractor and the Employer shall be paid by the Insurers to the Employer net of the deductible, who will arrange for the payment to be made to the Contractor as appropriate after deduction of the first amount payable.

All incidents which could give rise to a claim under the insurances arranged by the Principal / Employer must be notified to the Broker without delay, per the procedures set out above





# **Aon South Africa Personnel**

# **Construction and Engineering Division**

Aon South Africa personnel are at all times available for advice, please feel free to contact :-

Garth Sueltz

**Divisional Director** 

Tel No. (011)380-9171 Fax No. (011)380-9211

E-Mail garth\_sueltz@aon.co.za

Judy Bath

**Account Administrator** 

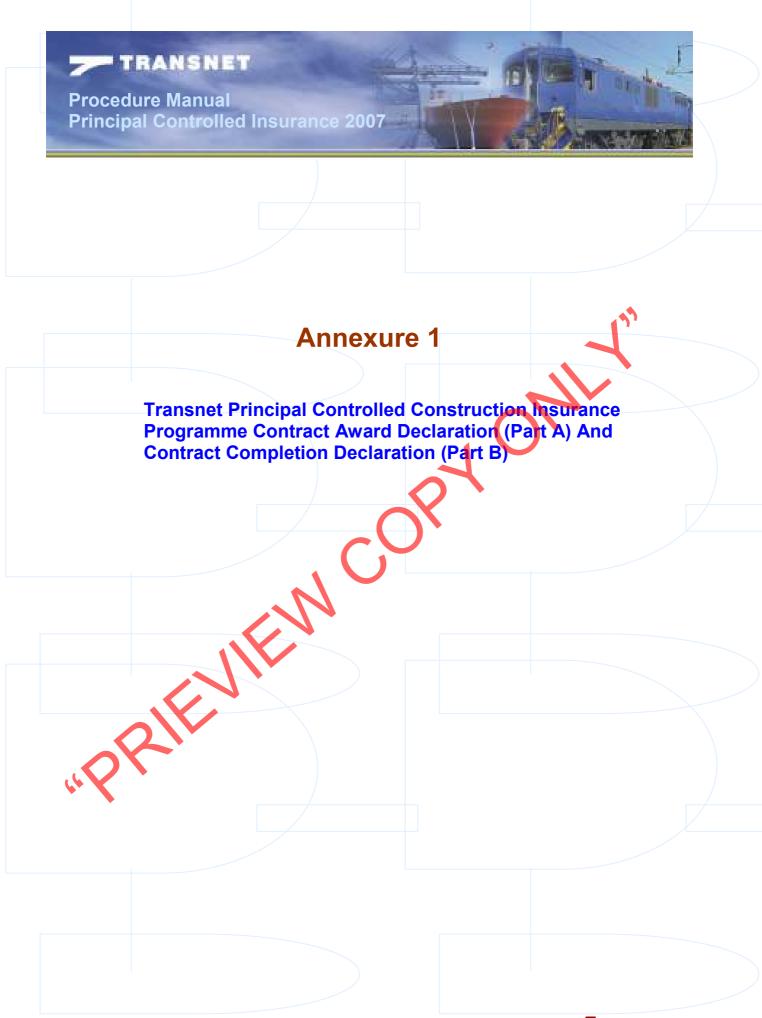
Tel No. (011)380-9053
Fax No. (011)380-9211
E-Mail judy\_bath@aon.co.za

Robert Troup Claims Manager

Tel No. (011)380-9036 Fax No. (011)380-9222

E-Mail robert\_troup@aon.co.za







# TRANSNET PRINCIPAL CONTROLLED INSURANCE PROGRAMME CONTRACT DECLARATION

Send to Aon South Africa (Pty) Ltd Construction and Engineering PO Box 1874 Parklands 2121 Attention: Judy Bath Tel No. (011) 380-9053 Fax No. 086 505 9553 E-Mail: judy_bath@aon.co.za	From Represented by E-Mail Address Tel No. Fax No.	
PRINCIPAL (PER CONTRACT DOCUMENT)		
CONTROLLING OFFICER		
TECHNICAL OFFICER ADDRESS		
PROJECT MANAGERS	(1)	
PART A – CONTRACT A	AWARD INFORMATION	
NAME OF CONTRACTOR		
CONTRACT AWARD DATE		
CONTRACT COMMENCEMENT DATE		
EXPECTED CONTRACT COMPLETION DATE		
DESCRIPTION OF CONTRACT		
MAINTENANCE PERIOD (MONTHS)		
CONTRACT VALUE AT AWARD (IF PLANT AND MACHINERY INC	LUDE REPLACEMENT VALUE)	
ESTIMATED VALUE OF FREE ISSUED SUPPLIED TO CONTRACT	TOR	
DOES THIS CONTRACT ENTAIL WORK IN RESPECT OF THE FO		
DAMAGE (DAMAGE TO WORKS) IS NIL OR NEGLIGIBLE	CATEGORIES WHERE THE EXPOSURE TO OWN	
[I] CHEMICAL CONTROL OF VEGETATION [II] VEGETATION REHABILITATION [III] BALLAST TAMPING [IV] TRACK RE-PROFILING	YES/NO YES/NO YES/NO YES/NO	
OPTIONAL INSURA	ANCE REQUIRED	
<ul><li>[I] IS LATERAL SUPPORT COVER REQUIRED?</li><li>[II] DOES THIS CONTRACT EVIDENCE AND EXPOSURE WH</li></ul>	YES/NO	
PROJECT DELAY INSURANCE?	YES/NO	
[III] WILL THE EMPLOYER/CONTRACTOR/SUB-CONTRACTO REQUIREMENTS FOR THE CONTRACT THAT REQUIRE I		
IF SO DETAILS NEED TO BE PROVIDED TO THE BROKER SO THAT THIS FORM OF COVER CAN BE ARRANGED		



# TRANSNET PRINCIPAL CONTROLLED INSURANCE PROGRAMME CONTRACT COMPLETION DECLARATION

ORIGINAL DECLARATION NO. .....

PART B – CONTRACT COMPLETION D	ECLARATION
CONTRACT NUMBER	
TITLE OF CONTRACT	
CONTRACT COMPLETION DATE	49
ENDORSEMENT/CERTIFICATE NUMBER	
EXPIRY OF MAINTENANCE PERIOD	
FINAL CONTRACT VALUE	
ACTUAL VALUE OF FREE ISSUE SUPPLIED TO CONTRACTOR	- M
SIGNATURE: DATE:	





# **Annexure 2**

**Incident Advice Form** 

AON

## TRANSNET PRINCIPAL CONTROLLED INSURANCE PROGRAMME

## **INCIDENT ADVICE FORM**

Aon South Africa (Pty) Ltd Construction and Engineering PO Box 1874 Parklands 2121 Attention: Robert Troup Tel No. (011) 380-9036 Fax No. (011) 380-9222 E-Mail: robert_troup@aon.co.za	From Represented by E-Mail Address Tel No. Fax No.
CONTRACT NUMBER	
ORIGINAL DECLARATON NO.	
TITLE OF CONTRACT	
ORIGINAL CONTRACT COMMENCEMENT DATE	
DATE OF LOSS OR DAMAGE	1 0
DATED REPORTED TO SITE AGENT	
REPORTED BY	
REPORTED TO BY	
DATE	
LOCALITY OF INCIDENT	
DETAILS OF HOW THE LOSS OR DAMAGE OCCURRED	
DETAILS AND NATURE OF LOSS OR DAMAGE TO CONTRACT WOR	RKS / TO THIRD PARTY PROPERTY
DETAILS OF OTHER DEATH OR INJURY TO PARTIES	
ESTIMATED COST (SEPARATE RECORDS OF ALL COSTS MUST BE	
WHO OR WHAT APPEARS TO BE RESPONSIBLE FOR THE CAUSE	OF THE LOSS / DAMAGE
PERSON WHOM ASSESSOR SHOULD CONTACT	DESIGNATION:
TELEPHONE (LANDLINE)	CELLPHONE NO.
E-MAIL ADDRESS	
SIGNED BY:	SIGNATURE:
COMPANY:	DATE:





# **Annexure 3**

Annual Contract Works & Contractors Public Liability
And Lateral Support Policy Wording

# **Annexure 4**

# **Annual Contractors Public Liability Policy Wording**

In respect of Contracts entailing:-

- Chemical Vegetation Rehabilitation
- Vegetation Rehabilitation
- Ballast Tamping
- Rail Track Re-Profiling

