



	FBC Free State OU and Northern Cape OU INVESTIGATION REPORT	Template Identifier	240-43921804	Rev	6
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		Review Date	10 April 2018		
		Effective Date	01 March 2022		

INFORMATION SUPPLIED BY THE CUSTOMER AND POPULATED BY INSURANCE DEPARTMENT			
Incident location (Town)	Boshof	Sector	Bloemfontein
Date of incident	20 May 2021	Time of Incident	Not written
Date reported (fault)		Reference number	
Date reported (claim)	30.11.2021	Reference number	Not registered
Pole No.	BPBW 22	Works order No.	501-26918814
Name of claimant	Palmieta Boerdery	Contact number	0573527380 Martie <martie@mvwlaw.co.za>
Stand Number/Address	Laas Nelliesrust, Morgenson, Die Plaas Retpan, Farm Middeldeel, Plaas Skietpaan, Dealesrust, Plaas Mara, Plaas Eerste aanleg, Plaas Sunnyside, Plaas Alkopie, Plaas Merriesfontein, Plaas Groenvlei, Dankbaar	Claim No.	434132
Summary of incident	<div>  Palmieta bdr.pdf  Palmieta bdr 2.pdf </div> <p>The relevant veld fire dated 20 May 2021, originated on the Farm Die Pomp, district Boshof, Province Free State, at the Eskom pole with number 23A747BBI83 and spread to the surrounding farms including the farms of our clients. (See enclosed herewith SANSA Report dated June 2021).</p>		
	Palmieta Boerdery	6,168,414.00	

	Di Rif Trust	183,462.00
	Lamma Beleggings BK	1,046,403.00
	Carma Trust	687,794.00
	Jansen Van Vuuren	626,141.00
	R Neethling	801,935.00
	J Van Rensburg	3,642,164.00
	Oosthuizen	909,636.00
	GJ Oosthuizen	1,199,142.00
	JG Van Der Berg	1,380,890.00
	Mierdam Boerdery	630,133.00
	Mia Mia Bdy Edms	4,089,085.00
	Du Preez	539,394.00
	Voelmoed Trusst	453,964.00
Insurance remarks	Customer alleges that Eskom structure send the Feld on fire which spread to neighboring farms as well.	
Date to PCC	23.06.2022	

INVESTIGATION MAINTENANCE AND OPERATIONS DEPARTMENT			
Complied by	Gerald Lavin	Designation	Sector Engineer
Authorised by	Phemelo Olifant	Designation	Sector manager
Claimant's allegations for claim:			
Date and Time of Incident	20/5/2021 12:01 am	Date and Time supply Restored	20/05/2021 16:28
Time Dispatched	12:05 AM	Work Order Number	501-26918814
Number of Interruptions	1	Duration of Interruptions	4h29
Network or Customers Affected	yes	Planned Outage? (Yes/No)	No
Approximate MVA hours lost		Network or Customers still at risk (Yes/No)	No
Weather Conditions	Clear, but very strong winds in the area.	Protection Details	
Proposed Contingency Plans	Vegetation needs to be done under our servitudes.		
Root Cause of the Incident	White phase jumper broke.		
Summary of the Incident	White phase jumper broke on BPBW 22 causing the white phase to arc.		

Summary of Switching and Actions taken after the Incident	Operator went out O.I.E at the substation repaired the jumper and then C.L.C
Voltage Regulation within NRS048	N/A
Findings	<ul style="list-style-type: none"> • White phase jumper broke at BPBW 22. • Jumper did arc causing flashes to the ground. • We did have long dry grass under the line. • We did have strong winds that day.
Line Maintenance / Pole Inspection Reports attached (In case of veld fires)	Line patrols was done. Line patrol was submitted.
Proposed Recommendations to prevent recurrence	Vegetation needs to be done under our servitudes.
I hereby Acknowledge that the Above Information provided by me is correct and to the Best of my Ability	

Approval of Investigation by Sector Manager	Comments and Action by Sector manager: Name: Date: Signature:
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PHOTOS AND ANY OTHER SUBSTANTIATED DOCUMENTATION

PROVINCIAL CLAIMS COMMITTEE USE ONLY
Notes for consistency: <ul style="list-style-type: none"> ➤ A note log to be kept of discussions regarding steps to be taken to prevent future incidents. ➤ Eskom only responsible up to meter point, therefore the Customer is responsible for his own installation beyond this meter point. ➤ Claims caused by stormy weather arising in December must be paid due to inconvenience caused to customers. ➤ Ex Gratia payment: a minimum of 50% direct damage will be considered and based on the circumstances an amount higher than 50% will be considered based on consensus reached by the committee. ➤ Veld Fire claims: <u>Direct losses</u> will be paid as per advice from the Agricultural extension officer of the Area.

- Airdac in townships should be at a height of 4.7 meter as per EMR 15.
- Staff needs to be sensitized as to the wording for root causes for normal deterioration.
- Position where the LV neutral is broken will determine whether Eskom is liable.
- Guiding principles for negligence:
 - a) Deviation from the procedures, standards and legal requirements
 - b) Reasonable steps not taken where it was required (Excluding major works & failure of major equipment)
 - c) Omission or failure to act.
- Damage due to strong winds causing poles to break (veldt set alight) will not be considered as a claim.-

QUESTIONS <ul style="list-style-type: none"> ➤ Is Eskom liable? ➤ Was fault attended to in a reasonable time? 	Yes Yes	REMARKS:
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PROVINCIAL CLAIMS COMMITTEE DECISION	
PCC Decision:23.06.2022 Approved subject to LA recommendation REASON	
POLICY	REASONS FOR REJECTION
There must be damage to Eskom property	No conclusive evidence could be detected on Eskom network linking the damage to an Eskom event.
Must be one sudden, unforeseen, specific or identifiable event	<ul style="list-style-type: none"> • Incident could not have caused the damage • Eskom not responsible for the cause of the fire
Proximate cause should not be due to parties external to Eskom	<ul style="list-style-type: none"> • Proximate cause due to persons external to Eskom
Power fluctuations/power failures are <u>specifically excluded</u> unless Eskom contributed to the fault.	<ul style="list-style-type: none"> • Phases incorrectly connected • Neutral burnt • Refer clause 6. 3 • Lack of maintenance • Fault repaired within a reasonable time. • Voltage Regulation was within the NRS048
Act of God	<ul style="list-style-type: none"> • Eskom could not have foreseen • Customer could not have taken reasonable standard
Must be direct damage	<ul style="list-style-type: none"> • Consequential loss • Incorrectly disconnected • Cable damaged due to excavation activities in the area by non-Eskom contractor and highly unlikely that damaged cable could have caused damage to Customers equipment. • Fault on customer side

- 6.3 Customers are cautioned that they should ascertain from ESKOM the nature of the protection provided on the supply and should provide adequate means for the protection of their own equipment. Inter alia,
- 6.3.1 It is not practicable for ESKOM to install protective equipment on its system which will ensure in all cases that motors and/or other equipment on the CUSTOMER's side will be protected in the event of low voltage or over voltage or single-phasing. It is therefore necessary for the CUSTOMER to take adequate measures to protect his motors and/or equipment against damage that may arise under **low voltage or over voltage** conditions or from single-phasing;
- 6.3.2 Where a voluntary or **involuntary outage of supply** may cause damage to the CUSTOMER's plant or business, he should take measures to protect himself against such possible damage. (i.e. standby generator & personal Insurance (Especially a sensitive business) Should the CUSTOMER have, or decide to install, his own standby generating plant for use during such outages, the equipment for connecting such plant to his electrical installation shall be subject to ESKOM's approval. Such standby plant shall be operated only during such outages and furthermore the use and operation thereof by the CUSTOMER shall be subject to such terms and conditions as ESKOM may lay down to ensure the safety and protection of its personnel and equipment.

20. **CONTINUITY, REDUCTION OR VARIATION OF SUPPLY**

- 20.1 ESKOM shall take all reasonable precautions to procure and maintain suitable plant for the generation and distribution of electricity calculated to secure to its consumers a constant supply of electricity and shall procure efficient technical staff to control such plant, but ESKOM does not guarantee that the same will always be maintained, and ESKOM shall not be liable for damages, expenses or costs caused to the CUSTOMER from any interruption in the supply, variation of voltage, variation of frequency, any failure to supply a balanced three-phase current or failure to supply electricity unless the said interruption or failure is due to the negligence of ESKOM in failing to carry out its obligations aforesaid. In the event that ESKOM should be liable for damage caused to the CUSTOMER as a result of any such reduction in load or any interruption in the supply, or any variation of voltage or frequency or any failure to supply electricity, such liability shall be limited to direct damage only.
- 20.2 For purposes of the efficient operation and extension of ESKOM's distribution system, or if ESKOM should experience any shortage of generating capacity, ESKOM shall have the right to interrupt the supply to the CUSTOMER