

## Broadform Liability Insurance Policy Schedule

<b>Policy Number:</b>	<b>BL23000144</b>
<b>INSURERS:</b>	Mutual & Federal Risk Financing (Pty) Limited
<b>Company Registration Number:</b>	1966/010741/06
<b>VAT Number:</b>	453011483
<b>FSP Number:</b>	12
<b>THE INSURED:</b>	<b>Motorsport South Africa NPC et/al</b>
<b>Company Registration Number:</b>	1995/005605/08
<b>VAT Number:</b>	4570151219
<b>Address:</b>	All premises owned, occupied, used, hired or leased by the Insured for the purposes of the Business anywhere within the Territorial Limits.
<b>TERRITORIAL LIMITS:</b>	Worldwide excluding the United States of America and Canada
<b>PERIOD OF INSURANCE:</b>	<b>From 01 January 2023 to 31 December 2023</b> (both dates inclusive) and any subsequent period for which the Insured shall have paid, and the Company shall have accepted a renewal premium.
<b>RENEWAL DATE:</b>	01 January 2024
<b>RETROACTIVE DATE:</b>	01 January 2020

*In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note, or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. Any first amount payable (if applicable) by the Insured is not Subject to VAT.*

Underwritten by:

**MUTUAL & FEDERAL** | **risk financing**

A member of the  **OLDMUTUAL** Group

## Broadform Liability Policy Cover Details

<b>POLICY NUMBER:</b>	<b>BL23000144</b>
<b>INSURED:</b>	<b>Motorsport South Africa NPC et/al</b>
<b>NATURE OF BUSINESS:</b>	National Motorsport Federation, Governing Body of Motorsport; approved motor activities; Lessees and/or Lessors of Properties, Venue Facilitators, Motor Sport Event Managers, Organizers and Administrators.

Description of Cover:	Limit of Indemnity: (Excl. VAT)	Basis:
<b>General Public Liability</b>	R 50 000 000	Each and Every Loss
<b>Pollution Liability</b>	R 5 000 000	Annual Aggregate
<b>Products Liability</b> (Including Defective Workmanship)	R 50 000 000	Annual Aggregate
<b>Negligent Advice</b>	Nil	N/A

Deductibles:		
<b>General Public Liability</b>	R 25 000	Each and Every Loss
<b>Pollution Liability</b>	R 100 000	Each and Every Loss
<b>Products Liability</b> (Including Defective Workmanship)	R 25 000	Each and Every Loss
<b>Negligent Advice</b>	Nil	Each and Every Loss

Underwritten by:

**MUTUAL & FEDERAL** | risk financing

A member of the  **OLDMUTUAL** Group



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

## Extensions:

(Included in the main Limit of Indemnity and not in addition thereto)

Cover Description	Limit of Indemnity (Excl. VAT)	Basis	Deductible (Each and Every Loss)
Advertising Liability	R 2 500 000	Annual Aggregate	Nil
Claims Preparation Costs	R 1 000 000	Annual Aggregate	Nil
Contractor's Liability	Nil	N/A	Nil
Custody and Control	Nil	N/A	Nil
Defamation	R 2 000 000	Annual Aggregate	Nil
Employer's Liability	R 50 000 000	Annual Aggregate	Nil
Excess Motor Liability	R 45 000 000	Annual Aggregate	R 5 000 000
Exhibitor's Liability	Nil	N/A	Nil
Incidental Medical Malpractice	R 2 000 000	Annual Aggregate	Nil
Lateral Support	Nil	N/A	Nil
Pure Economic Loss	Nil	N/A	Nil
Southern African Territories	Nil	N/A	Nil
Spread of Fire	Nil	N/A	Nil
Statutory Defence Costs	Nil	N/A	Nil
Warehouseman's and Carriers	Nil	N/A	Nil
Wrongful Arrest	Nil	N/A	Nil

## ADDITIONAL ENDORSEMENTS OR SPECIAL NOTES TO APPLY TO THIS POLICY

Our Products Liability cover excludes Product Guarantee, Product Recall, and Product Inefficacy.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  OLD MUTUAL Group



An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

## Policy Disclosure Information

### Welcome to your Liability Matters (Pty) Limited Insurance Policy

Thank you for choosing Liability Matters (Pty) Limited as your insurance product provider. All our policies are underwritten by Mutual & Federal Risk Financing Limited, one of South Africa's largest and oldest Insurers.

We want to ensure that you understand your insurance policy and legally we need to make you aware the information you've given to us is the basis of your insurance contract with us. Your policy including your Schedule, are evidence of that contract, so please read them carefully to ensure that the cover is exactly what you need and keep them in a safe place.

### Understanding and Using Your Policy

The policy is in two parts – the Policy Wording and the Schedule.

The Policy Wording explains what is and what is not covered, how Claims are settled and other important information.

The Schedule shows which sections of cover from the policy apply, the amount Insured and the premium. Please keep the Schedule with the Policy Wording.

A new Schedule will be sent whenever a change is made to the insurance contract so you can check that the cover still meets your needs.

If you have any questions, please speak to your insurance broker or if necessary, contact us on the numbers provided in this document.

### Cooling Off Rights

Once you receive the policy, you have a period of 14 (Fourteen) days ("cooling-off period") from receipt of the policy document following the inception date of the insurance agreement or from the effective date of any variation thereof, during which you may rescind the agreement and provided that you have not claimed any benefit, are not in receipt of a claim made against you or reported any occurrence to the Insurer, the insurance agreement is annulled and you will be entitled to a refund of premiums paid.

The Insurer will give effect thereto and refund any return premiums due to you less an administration charge within 30 (Thirty) days of the annulment.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

## Disclosure Notice to Short-Term Insurance Policyholders

(This notice does not form part of the insurance contract or any other document)

### Particulars of Underwriting Manager

Business Name	Liability Matters (Pty) Limited
FSP Number	50828
Physical Address	35 Oxford Office Park, 3 Bauhinia Street, Highveld Techno Park, Centurion, Pretoria, Gauteng
Postal Address	PO Box 17541, Lyttelton, Pretoria, 0140
Telephone Number	012-667-2441/084-588-8695
E-mail Address	debbie@liabilitymatters.com
Website	<a href="http://www.liabilitymatters.com">www.liabilitymatters.com</a>

Liability Matters has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

### Compliance Officer

Company Name	Omega Compliance Services (Pty) Limited
Officer	Bryan Thomas
Telephone Number	011-568-5454
E-mail	<a href="mailto:bryan@omegacs.co.za">bryan@omegacs.co.za</a>

### Your Insurer

Name	Mutual & Federal Risk Financing Limited.
FSP Number	12
Physical Address	Old Mutual Insure, Wanooka Place, St Andrews Road, Johannesburg, 2193
Postal Address	PO Box 1120, Johannesburg, 2000.
Telephone Number	011-374-9111
Email Address	<a href="mailto:info@ominsure.co.za">info@ominsure.co.za</a>
Website	<a href="http://www.ominsure.co.za">www.ominsure.co.za</a>

Details of the complaint's resolution procedure of your Insurer	
Email Address	<a href="mailto:complaints@ominsure.co.za">complaints@ominsure.co.za</a>
Website	<a href="http://www.ominsure.co.za">www.ominsure.co.za</a>
Telephone Number	011-374-9111

Underwritten by:

**MUTUAL & FEDERAL** | risk financing

A member of the  **OLD MUTUAL** Group



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

Details of the legal compliance department of your Insurer

Contact details	The Compliance Officer Old Mutual Insure Limited PO Box 1120 Johannesburg 2000
Email Address	<a href="mailto:complaints@ominsure.co.za">complaints@ominsure.co.za</a>
Website	<a href="http://www.ominsure.co.za">www.ominsure.co.za</a>
Telephone Number	011-374-9111

## Complaints

If you would like to lodge a complaint with Liability Matters, please write to:

Liability Matters (Pty) Limited  
Complaints Officer/ Responsible Manager  
Email: [debbie@liabilitymatters.com](mailto:debbie@liabilitymatters.com)  
Website: [www.liabilitymatters.com](http://www.liabilitymatters.com)

If any complaint to your insurance broker or Insurer is not resolved to your satisfaction, you may submit your complaint to the FAIS Ombud or Short-Term Ombudsman, details appear below.

## The FAIS Ombud

Physical Address	Sussex Office Park Ground Floor- Block B 473 Lynwood Rd Cnr Lynwood Rd & Sussex Avenue, Lynwood 0081
Postal Address	PO Box 74571, Lynwood Ridge, 0040
Telephone Number	012-470-9080/012-762-5000
Fax Number	012-348-3447
Email Address	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>

Underwritten by:

**MUTUAL & FEDERAL** | risk financing

A member of the  OLD MUTUAL Group



An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

### The Ombud for Short-Term Insurance

Physical Address	Sunnyside Office Park 5 <sup>th</sup> Floor Building D 2 Princess of Wales Terrace Parktown
Postal Address	PO Box 32334, Braamfontein, 2017
Telephone Number	0860 726 890/ 011-726-8900
Fax Number	011-726-5501
Email Address	info@osti.co.za
Website	www.osti.co.za

### Commission, Binder and Conflict of Interest Disclosure

Liability Matters may receive a fee (up to a maximum of 11.5%) of your premium for outsourced and binding services rendered by Liability Matters on behalf of Mutual & Federal Risk Financing Limited. This fee does not increase the cost of your insurance. Furthermore, regulated commission of 20% is paid to your insurance broker. The amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker / policy fee which will have to be disclosed to you by your broker and agreed by you.

Liability Matters is a mandated intermediary that intermediates insurance transactions on behalf of Mutual & Federal Risk Financing Limited (Insurer). Liability Matters also shares in the profit of the underwriting arrangement.

### Binder Disclosure

Liability Matters (Pty) Limited acts as a mandated intermediary for Mutual & Federal Risk Financing Limited and signed an agreement to this effect. In terms of this agreement, Liability Matters may, on behalf of Mutual & Federal Risk Financing Limited:

1. enter into, vary and renew policies;
2. determine premiums;
3. determine policy benefits;
4. settle all valid Claims;
5. reject Claims;
6. cancel policies.

Underwritten by:

**MUTUAL & FEDERAL** | **risk financing**

A member of the  **OLDMUTUAL** Group

#### Other Key Conflict of Interest Disclosures

Does Liability Matters have a shareholding in any Insurer?	No
Does Liability Matters have a relationship with any Insurer that provides a financial interest other than ownership?	No
Does Liability Matters have a relationship with any broker that provides an ownership or financial interest?	No
Does Liability Matters have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No
Does Liability Matters have a relationship with any other person that provides a financial interest or ownership?	Yes
Any combination of these relationships and/or ownership or financial interest may present a potential conflict interest and as such we need to ensure that you are aware of these.	

#### Disclosure of Premiums and Fees

All premium obligations and fees are disclosed in your policy schedule.

#### Manner of Payment of Premium, Due date and Consequence of Non-Payment

Payment in one annual instalment:

1. In the event that you pay the annual premium in one instalment, it shall be payable in advance to Insurers.
2. In the event of Insurers not receiving such payment, this insurance shall continue in force for a period of 30 (Thirty) days (Grace Period) to allow for payment. In the event that payment is not received within this period, this insurance shall be deemed to have been cancelled from inception.
3. Reinstatement of this insurance shall be at the sole discretion of the Insurers.
4. In the event of any notification of any claim or notification of circumstances during the period of insurance that may lead to a claim when premium remains unpaid after the grace period, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will then become your responsibility. Should payments have been made by insurers on any claims then such payments may be reclaimed from you.
5. Subject otherwise to the terms, exclusions, conditions and limitations of the policy.
6. For direct annual premium payment (please confirm with your broker whether you are to make payments directly to Liability Matters (Pty) Ltd.

Account Name: Mutual and Federal Risk Financing Ltd: Liability Matters  
Branch Name and No: RMB Corporate Banking Johannesburg, 255 005  
Account Number: 62813091874  
*This bank account is 100% owned by Mutual and Federal Risk Financing Ltd.*

Underwritten by:

**MUTUAL & FEDERAL** | **risk financing**

A member of the  **OLDMUTUAL** Group



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

## Payment in monthly instalments:

In consideration of the insurers having agreed, at your request, to allow you to pay the annual premium by monthly instalment on debit order, you accept and agree the following;

1. The monthly instalment shall be payable in advance to insurers on the first day of each month or as otherwise agreed. There is no grace period applicable to the first instalment.
2. In the event of the Insurers not receiving the instalment, this insurance shall continue in force until the date of the next monthly debit order collection (Grace Period) to allow for payment of the missed instalment. The Insurers will present your debit again and collect it with the debit order for the following month. If both premiums are collected this insurance shall remain in force. In the event that both debit orders cannot be collected this insurance shall be deemed to have been cancelled on the last day of the last month for which an instalment was received by Insurers.
3. Reinstatement of this insurance shall be at the sole discretion of the Insurers.
4. In the event of any notification of any claim or notification of circumstances during the period of insurance that may lead to a claim when an unpaid monthly instalment remains unpaid after the grace period, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will then become your responsibility. Should payments have been made by insurers on any claims then such payments may be reclaimed from you.
5. Subject otherwise to the terms, exclusions, conditions and limitations of the policy.

## Other Matters of Importance

1. You must be informed of any material changes to the information provided above.
2. If the information above was given to you verbally, it must be confirmed in writing within 30 days.
3. If any complaint to the broker or Insurer is not resolved to your satisfaction, you must submit a complaint to the Short-Term Insurance Ombudsman or FAIS Ombud, depending on the nature of the complaint.
4. A polygraph or any lie-detector test is not obligatory in the event of a Claim and the failure thereof may not be the sole reason for repudiating the Claims.
5. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
6. You must, on your request, be supplied with a copy or written or printed record of any Transaction requirement within reasonable time.
7. Do not sign any blank or partially completed application form.
8. Complete all forms in ink.
9. Keep all documents handed to you.
10. Make note of what is said to you.
11. Don't be pressurised to buy the product.
12. Incorrect or non-disclosure by you of relevant facts may influence an Insurer on any Claims arising from your contract of insurance.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

## The Insurance Contract

The policy is a legal contract between you, the Insurer and us. The Policy Wording and Schedule make one document and must be read together. Please keep them in a safe place.

The contract is based on the information you provided when you applied for this insurance.

Our part of the contract is that we will provide the cover set out in this Policy Wording for:

- those Sections which are shown on the policy Schedule;
- the insurance period set out on the policy Schedule.

Your part of the contract is that you must:

- pay the premium as shown on the policy Schedule;
- comply with all of the conditions set out in the policy.

There are conditions of the insurance contract that you will need to meet as your part of this contract. The conditions are found in your policy wording and set out the changes in circumstance that could affect your cover and when we would cancel your policy. Please take the opportunity to read the Policy Conditions.

## How to Claim

Notify your insurance broker immediately you become aware of a situation or circumstance that may give rise to a Claim under your policy. They will advise us and we in turn will communicate the procedure to follow through your insurance broker.

Claims conditions require you to provide us with any reasonable assistance and evidence that may be required concerning the cause and value of any Claim. Ideally, as part of the initial notification, we will need to know:

- Your Company's name, address and telephone numbers
- Personal details of the contact person in the Company
- Policy number
- The date of the incident
- The cause of the Loss, injury or damage
- Details of the Loss, injury or damage together with Claim value if known
- Police details where applicable
- Names and address of any other parties involved or responsible for the incident (including details of injuries) and addresses and contact details of any witnesses.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

This information will enable us to make an initial evaluation on the policy liability and Claim value. We may, however, request additional information depending on circumstances which may include the following:

- Location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item or items you are claiming for is beyond repair.
- For injuries, written confirmation from a doctor or other medical professional about any medical conditions that are relevant to this policy.

You must not settle, reject, negotiate or offer to pay any Claim you have made or intend to make under this policy without our written consent. We have the right, if we choose, in your name to:

- take over the defense or settlement of any Claim,
- start legal action to get compensation from anyone else,
- start legal action to get back from anyone else any payments that have already been made.

You must provide us with all assistance and any information we may require about any Claim. You must help us take legal action against anyone or to help us defend any legal action if we ask you to.

Sometimes we may wish to meet with you to discuss the circumstances of the Claim, to inspect the damage, or undertake further investigation.

## How we Settle Claims

Deductible:

Where you must pay a Deductible, this will be taken off the amount of your Claim.

## How we use your information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

You are giving your information to Liability Matters (Pty) Limited. In this information statement, “we”, “us” and “our” refers to Mutual and Federal Risk Financing Limited and Liability Matters (Pty) Limited unless otherwise stated.

Your information comprises all the details we hold about you and your transactions and may include information obtained by third parties.

If you contact us electronically, we may collect your electronic information identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

Underwritten by:

**MUTUAL & FEDERAL** | **risk financing**

A member of the  **OLDMUTUAL** Group

We may use and share your information with other members of the Mutual and Federal Risk Financing Limited group to help us and them to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customer's requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Mutual and Federal Risk Financing Limited and Liability Matters (Pty) Limited will ensure it is kept securely and used only for the purposes for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change, we shall inform you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### **Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Protection of Personal Information Act (such as information about health and criminal convictions). We will not use such sensitive personal data about you or others except for a specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### **Fraud prevention agencies**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Underwritten by:

**MUTUAL & FEDERAL** | **risk  
financing**

A member of the  **OLDMUTUAL** Group



An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

We, and other organisations, may also access and use this information to prevent fraud and money laundering, for example when:

- checking details on applications for credit or credit-related or other facilities;
- recovering debt;
- checking details on proposals and Claims for all types of insurance;
- checking details of job applicants and employees.

We, and other organisations, may also access and use from other countries the information recorded by fraud prevention agencies.

### Claims history

Insurers pass information to each other from time to time. Under the conditions of your policy, you must tell us about any incident which may or may not give rise to a Claim. When you tell us about an incident, we reserve the right to pass information relating to it to another Insurer or Insurers.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLD MUTUAL** Group

## Broadform Liability Insurance Policy Wording

### 1. PREAMBLE

The written proposal, submitted particulars and statements making up your risk profile provided by you or on your behalf, shall form the basis of this insurance contract.

In consideration of, and conditional upon, the prior payment of the premium by or on your behalf and receipt thereof by us or on our behalf, we will indemnify you or pay on your behalf, in accordance with the terms, exclusions, conditions and limitations contained in or endorsed onto your policy.

### 2. OPERATIVE CLAUSE

We will indemnify you as provided for in the insuring sections and elected optional extensions against your legal liability to pay compensation (including claimants' costs, fees and expenses) for and arising out of Injury and/or damage in accordance with the law of any country within the Territorial Limits, but not in respect of any judgment, award payment or settlement arising out of the decision by any court of law outside of the South African jurisdiction and location (or to any order made within the Territorial Limits to enforce such judgment, award, payment or settlement)

The indemnity provided by this contract applies only to claims first made against you, and notified to us, during the period of insurance with us, on or after the Retroactive Dates shown in the schedule and arising out of the Business specified in the schedule.

Definitions for the purpose of determining the indemnity granted:

- 2.1 **"Business"** means the scope of your activities as shown on your schedule.
- 2.2 **"Damage"** means the loss of possession or control of, or physical Damage to tangible property or interference with servitude or right of access or other infringement of real or personal rights to the use of property.
- 2.3 **"Deductible"** means the amounts stated in the schedule which apply to each and every claim or series of claims arising out of an Occurrence. The Deductibles shall not be cumulative and where an Occurrence could give rise to the application of more than one Deductible, only the higher Deductible shall apply.
- 2.4 **"Electronic Data"** means any information, facts or programs stored as or on, created or used on, or transmitted to or from computer software including systems and application software, disc in whatever form, tapes, drives, cells, data processing devices or any other media which form part of or are used in connection with any electronically controlled equipment.
- 2.5 **"Event"** means any incident, act, error, or omission giving rise to legal liability insured by this Policy.
- 2.6 **"Injury"** means death, bodily injury, illness or disease, mental injury of or to any person occurring in the course of or in connection with your Business, while you are insured with us.

Underwritten by:

**MUTUAL & FEDERAL** | risk financing

A member of the  **OLDMUTUAL** Group



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

- 2.7 **"Insurer/We/Our/Us"** means Mutual & Federal Risk Financing Limited and/or Liability Matters (Pty) Limited.
- 2.8 **"Negligent Advice"** means incorrect or inadequate advice or information of a technical nature given in the promotion of your Products or services but not where such advice or information:
- a) is given in exchange for a fee or similar consideration, or
  - b) is an essential part of a revenue earning activity for you.
- 2.9 **"Occurrence"** means any event or series of events or continuous repeated exposure to the same or similar set of conditions which results in legal liability insured under this policy, arising out of one original source.
- 2.10 **"Policy"** means this document together with the schedule, endorsements, certificates, the information disclosed, and any other information provided to us by you or on your behalf which shall form the basis of this contract and will be read together as one document and referred to as the Policy.
- 2.11 **"Pollution"** means the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid, gaseous, or thermal irritant, contaminant or Pollution into or upon land, the atmosphere or any watercourse or body of water or the generation of smells, noises, vibration, light, electricity, radiation, changes in temperature or any other sensory phenomena, but not fire or explosion.
- 2.12 **"Product"** means any tangible property after it has left your custody or control, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered, or repaired by you or on your behalf, but shall not mean food and drink supplied by you or on your behalf primarily to your employees as a staff benefit.
- 2.13 **"Professional Services"** means advice given or work done, or any action taken by you when functioning in any capacity involving specialised skills or knowledge related to your business activities for which you are paid or earn a fee.
- 2.14 **"Retroactive Date"** means the date shown on your schedule as agreed to by us, as being the earliest date upon which an incident giving rise to a claim being made during this Policy period can be considered.
- 2.15 **"Territorial Limits"** means worldwide excluding Northern America (including Canada) and Australia.
- 2.16 **"The Insured/You/Your/s"** means the Company, Close Corporation, Association or Person named in the Schedule.
- 2.17 **"Vehicle"** means any land vehicle or trailer (including any machinery or apparatus attached thereto) whether or not subject to vehicle registration or whether or not self-propelled including locomotives and rolling stock, tramways, trolley buses or motor vehicles of any kind running on lines, or any other vehicle designed to run on terra firma.

Underwritten by:

**MUTUAL & FEDERAL** | **risk financing**

A member of the  **OLDMUTUAL** Group

### 3. CONTINUOUS EXPOSURE CLAUSE

In the event that we cannot agree on the timing of when any Injury or Damage arising from continuous or continual inhalation, ingestion or application occurred then:

- 3.1 the Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury. If no such consultation took place, then the injury shall be deemed to have occurred when you became aware of the Injury,
- 3.2 any other Occurrence shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

The above criteria apply to claims first made during the period of insurance but where it is not otherwise possible to determine whether the Event or circumstances giving rise to a claim occurred before or after the Retroactive Date

### 4. NOTIFICATION EXTENSION CLAUSE

Should you notify us during the period of insurance in accordance with condition 18.2 of any specific Event or circumstances which we accept may give rise to a claim or claims, then acceptance of such notification means that we will deal with such claim or claims as if they had first been made against you on the same day as you notified us of such an Event

### 5. INDEMNITY TO OTHERS

The indemnity granted by this Policy extends to:

- 5.1 any party who enters into an agreement with you for any purpose of your Business, but only to the extent required by such agreement to grant such an indemnity and subject always to the General Exclusion 17.5.
- 5.2 your officials in their business capacity arising out of the performance of your Business or in their private capacity arising out of their temporary engagement as your employees.
- 5.3 the officers, committee, and members of your canteen, social, sports, medical, firefighting and welfare organisation in their respective capacities, and
- 5.4 the personal representatives of the estate of any person who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such a person

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions, and exclusions of this Policy as though they were the insured

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

## **6. CROSS LIABILITIES**

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other, subject to the total liability of this Policy not exceeding the stated limits of indemnity

## **7. DEFENCE COSTS**

We will pay all costs, fees and expenses incurred with our prior consent in the investigation defence or settlement of any claim made against you and the costs of representation at any inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against you, provided that any such claim or claims are the subject to indemnity by this Policy.

We will also pay for emergency medical treatments deemed necessary in respect of Injury which may form the subject of indemnity by this Policy

## **8. LIMITS OF INDEMNITY**

Our total liability to pay compensation, claimants' costs, fees and expenses and defence costs shall not exceed the limits of indemnity stated in the schedule for any one Event or series of Events with one original source or cause and, where stated, in the annual aggregate per section or optional extension

Should any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one section or extension of this Policy, each section or extension shall apply separately and be subject to its own separate limits of indemnity provided always that our total amount of liability shall be limited to the greatest limit of indemnity availability under any one of the sections affording indemnity for the claim or series of claims

To the extent that you are accountable to the tax authorities for Value Added Tax in respect of any payment in terms of this Policy, we will include the amount of such tax in the final settlement of any claim under this Policy in addition to the limits of indemnity. The Deductible is not subject to Value Added Tax unless the applicable legislation specifically provides otherwise

Underwritten by:



## SECTION A – PUBLIC LIABILITY

### 9. SECTION A - INDEMNITY

You will be indemnified by this section in accordance with the Operative Clause but not against claims for and/or arising out of:

- 9.1 Pollution
- 9.2 Any Product
- 9.3 Negligent Advice

### 10. SECTION A - SPECIFIC EXCLUSIONS

This Section does not cover liability for claims arising out of:

- 10.1 The ownership possession or use by you or on your behalf of any Vehicle, other than claims:
  - 10.1.1 arising from the use of any tool or plant forming part of or attached to or used in connection with any Vehicle;
  - 10.1.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any Vehicle;
  - 10.1.3 for Damage to any bridge, weighbridge, road, or anything beneath caused by the weight of any Vehicle or of the load carried thereon;
  - 10.1.4 arising out of any Vehicle temporarily in your custody or control for the purpose of parking;
  - 10.1.5 arising out of the possession or use by you of any Vehicle belonging to any rail service provider or any government or quasi-government department, provincial administration, municipality, or similar body whilst on any premises permanently occupied by you
  - 10.1.6 which form the subject of Optional Extension 19.4 - Employers' Liability
- 10.2 Liability which is the subject of statutory or similar legislation controlling the possession, ownership or use of motor vehicles or trailers and in respect of which liability:
  - 10.2.1 you are compelled to effect insurance or otherwise furnish security, or
  - 10.2.2 the State or other governmental authority has accepted responsibility.

Underwritten by:

- 10.3 The ownership possession or use by you or on your behalf of any aircraft, watercraft, or hovercraft (other than watercraft not exceeding fifteen metres in length and then only whilst on inland waterways).
- 10.4 The ownership, hire, leasing or operation of any airport, airstrip, or helipad by you or on your behalf.
- 10.5 Damage to property owned leased or hired by or under hire purchase or on loan to you or otherwise in your care, custody, or control other than:
- 10.5.1 premises occupied or tenanted by you;
  - 10.5.2 premises (including their contents) not leased or rented to you but temporarily occupied by you for the purposes of carrying out work but excluding that part of the property on which you are working, and which arises out of such work;
  - 10.5.3 employees' and visitors' clothing and personal effects;
  - 10.5.4 damage to Vehicles and their contents and accessories, the property of tenants, customers, visitors, or employees of yours using the parking facilities provided by you;
  - 10.5.5 property belonging to any rail service provider or any government or quasi-government department, provincial administration, municipality, or similar body whilst on any premises permanently occupied by you;
- 10.6 For loss of or Damage to any Electronic Data howsoever caused including detrimental change thereto and any consequence arising there from.

## **SECTION B – POLLUTION LIABILITY**

### **11. SECTION B - INDEMNITY**

You will be indemnified by this section in accordance with the Operative Clause against claims arising out of Pollution but only to the extent that it can be proved that such Pollution:

- 11.1 Was the direct result of a sudden identifiable, unintended, and unexpected Event which takes place in its entirety at a specific time and place, occurring during the period of insurance,
- 11.2 Was not the direct result of you failing to take reasonable precautions to prevent such Pollution.

### **12. SECTION B - SPECIFIC EXCLUSION**

This Section is subject to the exclusions to Section A insofar as they can apply, and also does not cover liability for claims arising out of or in connection with any Product.

Underwritten by:

## **SECTION C – PRODUCTS LIABILITY / DEFECTIVE WORKMANSHIP**

### **13. SECTION C - INDEMNITY**

You will be indemnified by this section in accordance with the Operative Clause against claims arising out of or in connection with any Product.

### **14. SECTION C - SPECIFIC EXCLUSIONS**

This section does not cover liability for claims:

- 14.1 For costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof which is or is alleged to be defective,
- 14.2 For costs arising out of the recall of any Product or any part thereof,
- 14.3 Arising out of the failure of any Product or part thereof to fulfil its intended function or to perform as specified, warranted, or guaranteed unless such failure shall result in Injury and/or Damage,
- 14.4 Arising out of any Product which with your knowledge is intended for incorporation into the structure, machinery, or controls of any aircraft,
- 14.5 Arising out of Negligent Advice in respect of any Product, or
- 14.6 Arising from any work on any aircraft or part thereof.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLD MUTUAL** Group

## **SECTION D – NEGLIGENT ADVICE**

### **15. SECTION D - INDEMNITY**

You will be indemnified by this section in accordance with the Operative Clause against claims arising out of Negligent Advice.

### **16. SECTION D - SPECIFIC EXCLUSIONS**

This Section does not cover liability for claims arising out of:

- 16.1 Negligent Advice given in respect of any Product unless you have affected cover under Section C of this Policy,
- 16.2 Financial services and/or cost estimates given by you or on your behalf,
- 16.3 Your insolvency,
- 16.4 Defamation or injuria.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

## 17. EXCLUSIONS

### 17.1 GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS AND OPTIONAL EXTENTIONS OF THIS POLICY

This insurance does not cover liability:

- 17.1.1 for any claims where you were aware, before inception of this Policy, of the circumstances or Event which gave rise to the claim;
- 17.1.2 occurring prior to the Retroactive Date stated in the schedule;
- 17.1.3 arising out of the deliberate, conscious, or intentional disregard by you or your management of the need to;
  - 17.1.3.1 take all reasonable steps to prevent claims,
  - 17.1.3.2 comply with statute governing the conduct of Business.
- 17.1.4 arising out of Injury to any persons under a contract of employment or apprenticeship with you where such Injury arises out of the execution of the contract, except and to the extent of the cover provided under Optional Extension 19.4 Employers' Liability if selected by you;
- 17.1.5 arising out of liquidated Damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties;
- 17.1.6 for claims arising out of any deliberate, wilful, dishonest, fraudulent, malicious act or omission of your directors, principles or employees or theft or fraud by any other person to whom you entrusted property belonging to you;
- 17.1.7 directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 17.1.8 the Deductible in respect of the first amount of each claim or series of claims arising out of one originating cause;
- 17.1.9 all actual or alleged loss, liability, Damage, compensation, Injury, sickness, disease, death, medical payments, defence cost, cost, expense or any other amount incurred by or accruing to the Insured, directly or indirectly and regardless of any other cause contributing concurrently or in sequence, originating from, caused by, arising out of, contributed to by, resulting from, or

Underwritten by:



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828

Director: AM McDonogh ASRM(SA) MBA

otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where;

17.1.9.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

17.1.9.2 The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

17.1.9.3 The disease, substance or agent can cause or threaten bodily Injury, illness, emotional distress or Damage to human health, human welfare, or property Damage.

17.1.10 which forms the subject of insurance by any other Policy or policies and this Policy shall not be drawn into contribution with such other insurance, if the other insurance more specifically described the Occurrence which gave rise to the claim or the subject of the claim;

Except for the above-mentioned, if at the time a valid claim is notified in terms of this Policy, it is also covered by other insurance, we will only pay a rateable proportion of the claim. Such proportion being the ratio that the limit of indemnity of this Policy bears to the combined indemnity limits of all insurance policies covering the claim. The limit of indemnity and the Deductible will not be reduced by this limitation.

17.1.11 for any claims arising out of any design, formula (other than design or formula of a Product), treatment specification or advice of a professional nature given by you or on your behalf in exchange for a fee;

17.1.12 arising out of the transportation and/or disposal of dangerous goods. Dangerous goods are items whose transport is regulated by law, including but not limited to those Products listed in the South African National Standards SANS 10231;

17.1.13 arising out of punitive or exemplary Damages of whatever nature whether in the form of fines, penalties, or the multiplication of compensatory awards;

17.1.14 assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement other than and to the extent specifically provided herein;

17.1.15 caused by or arising out of the actual, alleged or threatened inhalation of, indigestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure including its contents,  
or

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

for any loss cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating, or disposing of or in any way responding to or assessing the effects of fungi or bacteria by you or by any other person or entity.

For the purpose of this exclusion “fungi” shall mean any type or form of fungus including mould or mildew and any mycotoxins spores’ scents or by-Products produced or released by fungi.

- 17.1.16 arising out of the improper or faulty functioning of any computer or computer-related equipment; for example, the inability or prevention of any computer, data processing equipment, microchip, circuits, software, tools, operating systems, hardware, or any other related item using any data recognising, manipulating, interpreting, processing, storing, receiving, responding, saving, retaining, or using any command or instruction. We will not indemnify you should any computer equipment suffer a virus, Trojan horse, time or logic bomb or worm, or other destructive or disruptive code, ransom ware, media or program or interference or interception of data, including hacking, phishing, spear phishing and the like.
- 17.1.17 arising out of, based upon, caused by, through or attributable to or in any way involving, directly or indirectly, the supply, wholesale, retail or manufacture of tobacco, tobacco related Products, electronic cigarettes and vapoises.

## 17.2 ASBESTOS EXCLUSIONS

This Policy does not cover any legal liability, loss, Damage, cost, or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of the existence of or exposure to asbestos and/or asbestos containing materials, asbestosis and asbestos related diseases arising out of the mining and/or manufacturing of asbestos or asbestos related Products and the processing of asbestos and asbestos related Products, fibres, or dust.

## 17.3 CYBER EXCLUSION

This Policy excludes any legal liability, loss, Damage, claim, cost, or expense whatsoever or any consequential loss directly or indirectly caused by, contributed to by, resulting from, arising out of, based upon or attributable to or in any way involving any Cyber Incident:

For the purposes of this exclusion clause, any loss, damage, destruction, distortion, erasure, corruption, or alteration of Electronic Data shall not be considered as physical loss or Damage and shall therefore, if directly occasioned by a Cyber Incident, not be covered hereunder.

The burden of proving that any loss does not fall within this exclusion shall be upon the Insureds.

### Definitions:

- 17.3.1 **“Cyber Incident”** means any loss, Damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

- 17.3.1.1      Unauthorised or malicious acts regardless of time and place, or threat or hoax thereof;
- 17.3.1.2      Malware or Similar Mechanism;
- 17.3.1.3      programming or operator error whether by the Insured or any person or persons;
- 17.3.1.4      any unintentional or unplanned – wholly or partially – outage of the Insured's Computer System not directly caused by physical loss or Damage;
- 17.3.2      **“Computer System”** means any computer, hardware, software, application, process, code, program, information technology and communications system or electronic device, owned or operated by you or on your behalf. This includes any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or backup facility.
- 17.3.3      **“Electronic Data”** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 17.3.4      **“Malware or Similar Mechanism”** means any programming instruction or set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to “Virus”, Trojan Horses”, “Worms”, “Logic Bombs” or “Denial of Service Attack”.

## 17.4 WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes liability for loss, Damage, cost, or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or Event contributing concurrently or in any other sequence to the loss;

- 17.4.1      war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power; or
- 17.4.2      any act of terrorism,

For the purpose of this endorsement an act of terrorism means – an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Underwritten by:



An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

This endorsement also excludes loss, Damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (17.4.1) and/or (17.4.2) above.

If you that by reason of this exclusion, any loss, Damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

In the event of any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 17.5 SANCTIONS EXCLUSION

We will not be liable for any loss, nor will we provide any cover or benefit for any Business or activity to the extent that such cover or benefit and/or any such Business activity would violate any applicable economic or trade sanction law or regulations of the United Nations and/or the EU/EEA and/ or United States of America and/or any other applicable national economic or trade sanction laws or regulations.

## 17.6 SEXUAL ABUSE or MOLESTATION EXCLUSION

This Policy does not apply to bodily Injury and loss of or Damage to property arising out of:

- 17.6.1 The actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimization, physical abuse, physical assault, any resulting mental or emotional Injury or any coercion to engage in sexual activities on the part of any employee, assistant, volunteer, or member of any facility owned, operated, or maintained by you or on your behalf, or
- 17.6.2 The negligent employment, investigation, supervision, reporting to the proper authorities or failure to report or the retention of any employees, assistant, volunteer, or member of any facility owned, operated, or maintained by you or on your behalf whose conduct would be excluded by 17.6.1 above.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

## 18. CONDITIONS

### 18.1 GENERAL CONDITIONS

(Conditions 18.1.1 to 18.1.8 are precedent to our liability to provide indemnity under this Policy)

- 18.1.1 Premium is payable on or before the inception date or renewal date or instalment date as the case may be. We shall not be obliged to accept premium tendered to us more than 15 days after such date but may do so upon such terms as we may in our sole discretion determine.
- 18.1.2 If your Policy is a monthly Policy, subject to our prior consent, you must make monthly payments in advance on the agreed deduction date as stated on your schedule. If your deduction falls on a Sunday or public holiday, your debit order may be lodged for an earlier date. We are not obliged to accept any premium tendered to us more than 15 (fifteen) days after such a date but may do so upon such terms as we may, in our sole discretion determine.
- 18.1.3 You shall give written notice to us as soon as reasonably practicable of any claim made against you (or any specific Event or circumstance that may give rise to a claim being made against you) and which forms the subject of indemnity under this Policy and shall give all such additional information as we may require. Every claim, writ, summons or process and all documents relating to the claim Event or circumstance shall be forwarded to us immediately when they are received by you.
- 18.1.4 No admission, offer, promise or payment shall be made or given by you or on your behalf without our written consent. We shall be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or Damages or otherwise and shall have complete discretion in the conduct of any proceedings and in the settlement of any claim and you shall give all such information and assistance as we may reasonably require.
- 18.1.5 You shall give notice as soon as reasonably practicable of any fact, Event or circumstance which materially changes the information supplied to us at the time when this Policy was effected, and we may amend the terms of this Policy according to the materiality of such a change.
- 18.1.6 We may at any time pay to you in connection with any claim or series of claims under this Policy to which any limit of indemnity applies, the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, we shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 18.1.7 The Policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or schedule shall bear such specific meaning wherever it may appear.

Underwritten by:



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

- 18.1.8 The interpretation of the terms and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with the law of the Republic of South Africa
- 18.1.9 Where the premium is provisionally based on your estimates, you shall keep accurate records and after expiry of the period of insurance declare as soon as possible such details as we require. The premium shall then be adjusted, and any difference paid by or allowed to you as the case may be subject to any minimum premium that may apply
- 18.1.10 Either party may cancel this Policy by the giving of thirty days' notice in writing of such cancellation to last known address of the other party
- 18.1.11 If any indemnity is sought under this Policy by any fraudulent means, all benefits under this Policy shall be forfeited
- 18.1.12 We will not defend you if you refuse to consent to a settlement that we recommend, and the claimant will accept. In this case, you must then defend the claim at your own expense. As a consequence of your refusal, our liability shall not exceed the amount for which we could have settled such a claim (had you consented) plus claim expenses incurred prior to the date of such refusal
- 18.1.13 If the limit of indemnity is increased during the period of insurance, our liability in respect of claims made against you or for circumstances of which we were notified, or should have been notified, prior to the increase, shall not exceed the limit of indemnity applicable prior to such increase.
- 18.1.14 If either party to the contract cancels or chooses not to renew your Policy, you have the right, following the effective date of the cancellation or non-renewal, to a period of sixty (60) days (herein referred to "extended reporting period") in which to give us written notice of claims first made against you during the extended reporting period, for any wrongful acts that occurred prior to the end of the Policy period and otherwise covered by this Policy.

The extended reporting period does not apply to claims that are covered under any subsequent insurance you purchase.

## 18.2 SPECIFIC CONDITIONS

- 18.2 In the event that we cancel or do not renew the Policy you may have the option, subject to the payment of any additional premium to be determined by us and subject to the terms, exclusions and conditions of this Policy, we will extend the period during which you may report a claim for a period to be agreed to but in no event exceeding a period of 48 (forty-eight) months (hereinafter termed optional extended reported Event) provided that:
- 18.2.1 this option may only be exercised in the event that we, due to adverse claims experience against this Policy refuse to continue providing the required scope of cover;

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

- 18.2.2 this option must be exercised by you in writing within 31 (thirty-one) days of cancellation or non-renewal;
- 18.2.3 once exercised, the option cannot be cancelled by either party to this contract;
- 18.2.4 you may not obtain insurance equal in scope and cover to this Policy as expiring;
- 18.2.5 we will only be liable for any circumstances, matter or thing which occurred after the Retroactive Date but prior to the date of cancellation or non-renewal;
- 18.2.6 claims first made against you during the optional extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
- 18.2.7 the total amount payable by us for claims made during the optional extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLD MUTUAL** Group

## 19. OPTIONAL EXTENSION

The following Optional Extensions are deemed to apply **only if stated in the schedule** and, unless specifically varied herein:

- a) Shall be subject to the relevant limits of indemnity and Deductibles stated in the schedule to apply to the Optional Extensions;
- b) are subject otherwise to the terms, exclusions, conditions, and limitations of the Policy.

Provided always that our total liability is not increased beyond that which would have applied in the absence of such extensions.

### 19.1 Statutory Defence Costs:

Subject to the terms and conditions of Section A Public Liability, we will indemnify you or any director or employee of yours against legal costs, fees and expenses incurred with our consent in the defence of any criminal action brought against you or any director or employee of yours as a result of the alleged contravention of any Statute governing the conduct of the Business (other than any Statutes governing the ownership, possession, use or licensing of motor vehicles, the relevant Labour Laws as promulgated in the Republic of South Africa from time to time, or the Companies Act No. 71 of 2008 (as amended from time to time) and as read in conjunction with the Criminal Procedure Act No. 56 of 1955 (as amended from time to time)).

Provided always that:

- 19.1.1 no indemnity shall be granted for fines, taxed or penalties imposed as a consequence of any criminal act;
- 19.1.2 in the case of an Appeal, we shall not indemnify you unless a senior counsel (to be agreed to by us) shall advise that such an Appeal should be likely to succeed.

### 19.2 Wrongful Arrest:

Notwithstanding anything to the contrary in Clause 2.6 of the Operative Clause, we will indemnify you under Section A in respect of claims arising out of Wrongful Arrest (as hereinafter defined) committed or alleged (other than by you) to have been committed by you in the course of the Business

Provided always that:

- 19.2.1 for the purposes of this extension, the term "**Wrongful Arrest**" shall mean:
  - 19.2.1.1 assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by

Underwritten by:

a person under arrest before such person has been or could be placed in the custody of the police or a law enforcement officer,

19.2.1.2 defamation, injuria, false imprisonment, or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of the investigation of acts of shoplifting or theft,

19.2.1.3 wrongful detention of any employee.

19.2.2 No indemnity shall be granted in respect of claims:

19.2.2.1 made against you by any person or persons other than those being or having been or alleged to have been arrested or under arrest, or their personal representatives,

19.2.2.2 made against you by any director, partner or employee of yours, or their personal representatives,

19.2.2.3 arising out of unfair labour practice as within the meaning of the relevant Labour Laws as promulgated in the Republic of South Africa from time to time.

### **19.3 Defamation:**

Notwithstanding anything to the contrary contained in Clause 2.6, the indemnity granted by Section A extends to include claims arising out of defamatory statements, whether written or verbal, made by you.

Provided always that:

No indemnity shall be granted in respect of claims:

19.3.1 which form the subject of Extension 19.2 - Wrongful Arrest,

19.3.2 out of any publication in any journal, magazine, or newspaper or on radio or television.

### **19.4 Employers' Liability:**

Notwithstanding anything to the contrary contained in General Exclusion 17.1.4, the indemnity granted by Section A extends to include claims arising out of Injury to any person employed under a contract of service or apprenticeship with you where such Injury arises out of and in the course of the execution of such contract.

Provided always that:

No cover is provided for:

19.4.1 liability for claims arising from illness or disease, or contributed to by prolonged exposure to substances, factors, or circumstances, peculiar to any particular employment or occupation,

Underwritten by:



**LIABILITY MATTERS**  
SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

- 19.4.2 amounts recoverable under any Act in terms of which any employee may claim compensation for work related injuries regardless of whether or not you have complied with your obligations in accordance with the Act.

## **19.5 Excess Motor Liability**

Notwithstanding anything herein contained to the contrary in Exclusion 10.1 this Policy extends to indemnify you for any amounts in excess of any Underlying Motor Liability Insurance Policy as stated in the Schedule hereto. This Extension is subject to the following provisions:

- 19.5.1 no indemnity shall be granted hereunder for claims for which compulsory insurance is required by any legislation;
- 19.5.2 there shall at all times during the currency of this Policy be in force underlying motor liability insurance providing no less than R 5 000 000 limit of indemnity in respect of any one single Event or Occurrence;
- 19.5.3 you agree to follow the insuring clause of any appropriate underlying insurance to determine the basis of indemnity, being either:
- 19.6.3.1 a claim or claims as a result of an Occurrence happening during the period of insurance (Occurrence Basis);
- 19.6.3.2 a claim or claims first made against you during the period of insurance (Claims Made Basis).

For the purposes of this clause, the interpretation of the underlying insuring clause will be our decision and not the underlying insurers. If the underlying insurance is on a Claims Made Basis, we will deal with any claim arising out of an Event or circumstance first notified during the period of insurance as if the claim had been made during such period.

- 19.5.4 in respect of any claim wholly or partially indemnified by any underlying insurance, this Policy is subject to the terms, exclusions and conditions of such underlying insurance and we agree to follow the interpretation by the underlying Insurer of such terms, exclusions, and conditions;
- 19.5.5 any decision by the Underlying Insurer to accept a claim "ex-gratia" or "without prejudice" shall not be binding on us;
- 19.5.6 no action or decision of the Underlying Insurer which prejudices us in the conduct or settlement of any claim under this Insurance shall be binding on us;
- 19.5.7 no indemnity is granted where any claim is uninsured by the Underlying Insurances by virtue of any excess or Deductible thereunder or which does not form the subject of indemnity thereunder;

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

- 19.5.8 no indemnity is granted where any claim forms the subject of any extension to any Underlying Insurance where the limit of indemnity in respect of such extension is less than the indemnity stated in the schedule
- 19.5.9 In the event of exhaustion of any aggregate limit applying to the Underlying Insurance by virtue of erosion due to claims, this extension shall step down to reinstate such underlying limit.

## 19.6 Contractor's Liability

This Policy extends to indemnify you for amounts for which you shall become legally liable to pay in connection with any claim or claims arising from Injury or Damage arising out of or in connection with any construction works undertaken by you or on your behalf

Specific Exclusions:

We will not indemnify you under this Extension for:

- 19.6.1 Loss of or Damage to property for which indemnity is provided in terms of a Contract Works Policy whether insured or not;
- 19.6.2 caused by the intentional removal of support of any property;
- 19.6.3 Damage to property on which you were working to the extent that any such Damage results directly from the work, provided that this exclusion is limited to that work which is defective in workmanship, materials, or design and which is the cause of Damage to property;
- 19.6.4 arising out of liquidated Damages clauses, penalty clauses or performance warranties;
- 19.6.5 arising under the provisions of any Contract or Agreement which would not have attached to you in the absence of such provisions. This Exclusion shall not apply to the standard Conditions of Contract issued by:
- 19.6.5.1 Building Industries Federation of South Africa
  - 19.6.5.2 South African Institute for Civil Engineering Contracts
  - 19.6.5.3 Contractors Plant Hire Association
  - 19.6.5.4 any other contract conditions in respect of which We have provided prior written acceptance.

## 19.7 Lateral Support:

The indemnity granted by this Policy is extended to include liability for loss of or Damage to property caused by the accidental removal or weakening of or interference with support to such property provided

Underwritten by:

that the indemnity granted in terms of this extension shall apply only in respect of such claims caused by the negligence of any contractor or sub-contractor or you in the carrying out of any construction works.

#### **19.8 Claims Preparation Costs:**

The indemnity in terms of this Policy is extended to include costs incurred by you in producing and certifying any particulars or details required by us in order to investigate any claim, provided that our liability for such costs shall not exceed the limit of indemnity stated in the schedule in respect of any one claim.

#### **19.9 Incidental Medical Malpractice**

We will indemnify you in respect of all sums which you shall become legally liable to pay in connection with any claim or claims arising from Injury caused by medical malpractice which shall mean any negligent act, error or omission in the Professional Services rendered or which should have been rendered by any medical practitioner, nurse, or other medical official in your full or part time service

##### **Specific Exclusions:**

This Extension does not cover liability arising out of:

- 19.9.1 services rendered by any person who to your knowledge is under the influence of intoxicants or narcotics;
- 19.9.2 the use of drugs for weight reduction
- 19.9.3 services rendered in exchange for a fee payable by the patient;
- 19.9.4 clinical tests or trials of drugs

Provided always that our total liability under this extension shall not exceed the extension's limit of indemnity in respect of all claims made during the period of insurance.

#### **19.10 Exhibitor's Liability:**

We will indemnify you in respect of all sums which you shall become legally liable to pay in connection with any claim or claims arising from Injury or Damage arising out of or in connection with the erection or dismantling and operation of a stand at an exhibition venue including during the transportation of materials and Product for incorporation therein and subsequent return, provided that our liability shall not exceed the limit of indemnity stated in the schedule in respect of any one Event.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group

#### **19.11 Warehouseman's and Carrier's Liability:**

We will indemnify you by this extension in accordance with the Operative Clause but only against claims for and/or arising out of Damage to property in your custody and control whilst:

- 19.11.1 contained in any premises occupied by you as a warehouse or storage facility;
- 19.11.2 in transit, including loading and unloading and temporary overnight storage, in any Vehicle, owned, hired, or leased by you.

within the Territorial Limits and which property forms the subject of your standard trading conditions insofar as they can apply in respect of property in your care, custody and control while contained in any premises occupied by you as a warehouse or storage facility or being offloaded therefrom. It being understood and agreed that your customers retain full responsibility for their own property whether insured or not.

#### **19.12 Advertising Liability:**

We will indemnify you by this extension in accordance with the Operative Clause of this Policy for legal liability arising in connection with the Business during the period of insurance for:

- 19.12.1 unintentional libel slander or defamation;
- 19.12.2 infringement of copyright, title, or slogan;
- 19.12.3 piracy, plagiarism, passing off, unfair competition or idea misappropriation under any implied contract;
- 19.12.4 any invasion of the rights of privacy committed or alleged to have been committed in any advertising, publicity, article, broadcast or telecast and arising out of your advertising activities.

Provided that we shall not be liable for any liability arising from:

- 19.12.5 the failure of performance of a contract but this exception does not apply to the unauthorized appropriation of ideas based upon breach of or alleged breach of an implied contract;
- 19.12.6 infringement of trademark, service mark or trade name other than titles or slogans by use thereof in connection of goods, Products or services sold, offered for sale or advertised;
- 19.12.7 incorrect description or mistake in the advertised price of goods, services sold, offered for sale or advertised;
- 19.12.8 the failure of goods, Products, or services to conform with advertised quality or performance;

Underwritten by:

- 19.12.9 an offence committed by anyone insured by this Policy whose Business is principally advertising, broadcast, publishing, or telecasting;
- 19.12.10 the cost of replacing the advertisement giving rise to a claim;
- 19.12.11 arising out of any act committed with malice;
- 19.12.12 fines or penalties imposed on you.

### 19.13 Southern African Territories:

In respect of your operations situated in Southern Africa outside of the Republic of South Africa, the indemnity provided by this Policy is limited to the difference in scope of cover or in limit of indemnity provided by any insurer in the territory in which the operation is situated and the indemnity available in terms of this Policy.

Where this Policy responds in excess of indemnity provided in terms of such locally purchased liability insurance:

- 19.13.1 the indemnity payable hereunder shall be only up to but not exceeding such further amount as would provide the maximum indemnity in terms of this Policy;
- 19.13.2 any decision of the underlying insurer to accept a claim "ex gratia" or "without prejudice" shall not be binding on us;
- 19.13.3 no action or decision of the underlying insurer which prejudices us in the conduct or settlement of any claim under this Policy shall be binding on us.

If no insurance of the class insured in terms of this Policy is purchased locally, this Policy shall act as primary insurance subject to a Self-Insured Retention of stated in the schedule.

### 19.14 Pure Economic Loss:

We will indemnify you in respect of all sums which you shall become legally liable to pay in connection with any claim or claims arising out of negligence (other than in the provision of Professional Services) in the course of the Business. For purposes of this optional Extension "Professional Services" shall include advice given or work done, or any actions taken by you when functioning in any capacity involving special skill or knowledge.

#### SPECIFIC EXCLUSIONS:

This Section does not cover liability:

- 19.14.1 arising from:

Underwritten by:



# LIABILITY MATTERS

SPECIALISED LIABILITY SOLUTIONS

An Authorised Financial Service Provider – FSP 50828  
Director: AM McDonogh ASRM(SA) MBA

- 19.14.1.1 Bodily Injury or Damage caused to the claimant's person or property;
- 19.14.1.2 any act or omission involving an element of dishonesty;
- 19.14.1.3 contract or breach of contract;
- 19.14.1.4 breach of copyright, patent, license, trademark, or tradename;
- 19.14.1.5 breach of any anti-trust or monopoly legislation;
- 19.14.1.6 Defamation;
- 19.14.1.7 misuse or misappropriation of funds;
- 19.14.1.8 any Product, the supply, short supply, or late supply of, or failure to supply any Product;
- 19.14.1.9 your bankruptcy, insolvency, or liquidation;
- 19.14.1.10 any negligent misrepresentation made by you or your agent or servant where such misrepresentation was made in the course of contractual negotiations or where such misrepresentation induced a contract;
- 19.14.2 to any employee, agent, or servant of yours who was, such an employee, agent, or servant of yours at the time the liability was incurred or has at any time thereafter been such an employee, agent, or servant of yours;
- 19.14.3 to any shareholder, partner, director, or other person having a financial interest in you, who was such a shareholder partner, director, or other person at the time when the liability was incurred or at any time thereafter;
- 19.14.4 to any legal persona who is associated, affiliated, or related to you and who sustains a loss by virtue of or arising out of such association, affiliation, or relationship;
- 19.14.5 for which you are indemnified in terms of any other Policy of insurance and this Policy shall not be drawn into contribution with such other Policy;
- 19.14.6 for any Product or part thereof or the costs incurred in the repair, reconditioning, modification or replacement or the recall of any Product or part thereof;
- 19.14.7 for any fine or penalty or for any payment due in terms of any statute, bylaw, statutory regulation or the like;
- 19.14.8 for loss or Damage including detrimental change and any consequence therefrom to any Electronic Data howsoever caused;

Underwritten by:



- 19.14.9 assumed by agreement if such liability would not have attached in the absence of such agreement;
- 19.14.10 for any trading loss or Business risk;
- 19.14.11 arising out of strikes, protests, or disturbances by your employees.

#### **19.15 Spread of Fire Extension Clause:**

We will indemnify you in respect of all sums which you shall become legally liable to pay in connection with any claim or claims arising out of the spread of fire in a fire control area, subject to the Insured complying with all of the stipulations and regulations found in the National Veld and Forest Act 101 of 1998 (as amended) and any other Act or Regulation relating to the spread of fire to surrounding properties.

It is a condition of this extension and warranted that the Insured shall maintain a 100-meter strip free of all vegetation, trees or any refuse around any municipal refuse or other dumping area and failure to do so will render the Insured responsible for the first R 500,000.00 (Five Hundred Thousand Rand) of each and every claim resulting from the spread of fire from the dumps.

Provided further that we shall not be liable for any first amount payable shown in the Schedule.

The amount payable under this extension, inclusive of any legal costs recoverable from the Insured 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 or during anyone (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the Schedule.

Underwritten by:

**MUTUAL & FEDERAL** | risk  
financing

A member of the  **OLDMUTUAL** Group