



# The Liability Company.

LIABILITY MATTERS

An Authorised Financial Service Provider – FSP 50828

## BROADFORM LIABILITY

### Policy Schedule:

**POLICY NUMBER:** BL25000144

**INSURERS:** Old Mutual Insure Limited      Old Mutual Alternative Risk Transfer Insure Limited

**Company Registration Number:** 1970/006619/06      1966/010741/06

**VAT Number:** 4460101019      4530112483

**FSP Number:** 12      49551

Co-insurance arrangement where Old Mutual Insure Limited holds 60% of the risk and Old Mutual Alternative Risk Transfer Insure Limited holds 40% of the risk.

**THE INSURED:** **Motorsport South Africa NPC**

**Company Registration Number:** 1995/005605/08

**VAT Number:** 4570151219

**Address:** All premises owned, occupied, used, hired or leased by the Insured for the Purposes of the Business anywhere within the Territorial Limits

**TERRITORIAL LIMITS:** Worldwide excluding the United States of America, Canada and Australia

**PERIOD OF INSURANCE:** **From 01 January 2025 to 31 December 2025** (both dates inclusive) and any subsequent period for which the Insured shall have paid, and the Company shall have accepted a renewal premium.

**RENEWAL DATE:** 01 January 2026

**RETROACTIVE DATE:** 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.

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### Cover Details:

**POLICY NUMBER:** BL25000144

**INSURED:** Motorsport South Africa NPC

**NATURE OF BUSINESS:** National Motorsport Federation and governing body of motorsport in South Africa, event organisers, managers and administrators of motor sport related activities.

*\* A sub-limit of R 10 000 000 relating to incidents involving minors under the age of 14 applies.*

Cover Description	Limit of Indemnity (Excl. VAT)	Basis	Deductible (Each and Every Loss)
<b>General Public Liability</b>	R 50 000 000	Each and Every Loss	R 25 000
<b>Pollution Liability</b>	R 5 000 000	Annual Aggregate	R 25 000
<b>Products Liability</b> (Including Defective Workmanship)	R 50 000 000	Annual Aggregate	R 25 000
<b>Gratuitous Negligent Advice</b>	Not Included	Annual Aggregate	Not Included

*\*see Endorsement 3 and 4 for details regarding racing by minors*

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<b>Extensions:</b>			
(Included in the main Limit of Indemnity and not in addition thereto)			
<b>Cover Description</b>	<b>Limit of Indemnity (Excl. VAT)</b>	<b>Basis</b>	<b>Deductible (Each and Every Loss)</b>
<b>Advertising Liability</b>	R 2 500 000	Annual Aggregate	Nil
<b>Claims Preparation Costs</b>	R 1 000 000	Annual Aggregate	Nil
<b>Contractor's Liability</b>	Nil	Each and Every Loss	Nil
<b>Contingent Plant Hire Liability</b>	Nil	Annual Aggregate	Nil
<b>Copyright Infringement</b>	Nil	Annual Aggregate	Nil
<b>Custody and Control</b>	R 5 000 000	Annual Aggregate	R 25 000
<b>Defamation</b>	R 2 500 000	Annual Aggregate	Nil
<b>Employer's Liability (including employee to employee)</b>	R 50 000 000	Each and Every Loss	Nil
<b>Employment Practices Liability</b>	Nil	Annual Aggregate	Nil
<b>Errors and Omissions</b>	Nil	Annual Aggregate	Nil
<b>Excess Motor Liability</b>	R 45 000 000	Each and Every Loss	In excess of underlying R 5 000 000 primary motor policies
<b>Exhibitor's Liability</b>	Nil	Each and Every Loss	Nil
<b>Incidental Medical Malpractice</b>	R 2 000 000	Annual Aggregate	R 25 000
<b>Lateral Support</b>	Nil	Annual Aggregate	Nil

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<b>Loss of Documents</b>	Nil	Annual Aggregate	Nil
<b>Mitigation Expenses</b>	Nil	Annual Aggregate	Nil
<b>Pollution clean-up costs</b>	R 5 000 000	Annual Aggregate	R 100 000
<b>Public Relations Expenses</b>	Nil	Annual Aggregate	Nil
<b>Pure Economic Loss</b>	Nil	Annual Aggregate	Nil
<b>Product Inefficacy</b>	Nil	Annual Aggregate	Nil
<b>DIC/DIL (formerly Southern African Territories)</b>	Nil	Follows Primary Policy	Nil
<b>Spread of Fire</b>	R 25 000 000	Annual Aggregate	R 100 000
<b>Spread of Fire Mitigation Expenses</b>	R 500 000	Annual Aggregate	R 50 000
<b>Statutory Defence Costs</b>	R 2 500 000	Annual Aggregate	Nil
<b>Warehouseman's and Carriers Liability</b>	Nil	Annual Aggregate	Nil
<b>Wrongful Arrest</b>	R 2 500 000	Annual Aggregate	Nil

## NOTES REQUIRING SPECIAL ATTENTION:

1. Endorsements relating to Custody and Control and Pollution Clean-up Costs that appeared here in the 2024 schedule have now been incorporated into the policy wording and policy schedule.

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## Endorsements:

### Endorsement 1: Spread of Fire

The indemnity provided by this insurance is extended to include your legal liability in respect of loss of or damage to property not belonging to you caused by spread of fire. Accordingly, the Spread of Fire Extension (19.15) in the policy wording is amended as follows:

*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 an area temporarily occupied by you, provided that you:*

- 1. Carry out safety pre-inspections of all race venues and routes.*
- 2. Take reasonable precautions with regards to fire and safety at high accident risk areas.*
- 3. Ensure that the third-party property owner has received the Motorsport South Africa NPC - Certificate of Insurance Coverage for the period 1 January 2024 to 31 December 2024 dated 2<sup>nd</sup> January and has signed the agreed documentation referenced in Endorsement Four below.*

*Provided further that:*

- 4. we shall not be liable for any first amount payable shown in the Schedule.*
- 5. 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.*

### Endorsement 2: Indemnity to Others

Clause 5 (Indemnity to Others) of the policy wording is amended as follows:

*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:*

*5.1.1 the agreement being the standard contract vetted and approved by the Insurers.*

*5.1.2 the agreement being in writing and signed by both parties prior to the commencement of any event.*

*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.*

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## **Endorsement 3: Racing by Minors (under the age of 18)**

The indemnity provided by this policy is extended to provide coverage for claims arising out of racing events involving minors subject to the following:

1. Indemnity forms in the format agreed to by underwriters have been signed by the verified and duly authorised guardian of the minor prior to each racing event.
2. That the Insured have documented evidence that the minor is medically fit to take part in the event.
3. That the Insured have satisfied themselves that the minor is sufficiently experienced and appropriately skilled to take part in the event and that this has been documented by the Insured.
4. No indemnity shall apply to any claim where one participant injures another unless it can be established that the Insured has been negligent in carrying out their duties to ensure a safe racing environment.

## **Endorsement 4: Sub-limits applicable to claims involving minors under the age of 14**

The maximum amount payable under this policy shall be:

R10 000 000 in the annual aggregate

The first amount payable by the Insured under this endorsement shall be R100 000 each and every claim.

It being agreed that the above sublimit does not apply to claims involving minors who have been certified and licensed to take place in adult events and who turn 15 in the race year that the claim occurred in.

## **Endorsement 5:**

No cover for losses resulting from power outages / load shedding / grid failure.

## **Endorsement 6: Exclusion of Per- and polyfluoroalkyl substances (PFAS)**

It is hereby understood and agreed that this policy excludes any loss, damage, liability, claim, injury, expense, cost or legal obligation of any kind arising directly or indirectly from the manufacture, production, marketing, distribution, application, sale, use, storage, safeguarding, warning or failure to warn of Per- and polyfluoroalkyl substances (PFAS), as well as from diversion, contamination, discharge, dispersal, release or escape of Per- and polyfluoroalkyl substances (PFAS) into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater, regardless of any other cause or event contributing concurrently or in any sequence to the aforementioned.

For the purposes of this exclusion “PFAS” (or perfluoroalkyl and polyfluoroalkyl substances) means:

- a) Chemical or substance that contains a minimum of one methyl or methylene group on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - i. Polymer, oligomer, monomer or non-polymer chemicals and their homologues, isomers telomers, salts, derivatives, precursor chemicals, degradation by products;
  - ii. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, perfluoro octane sulfonic acid (PFOS) and its salts, or perfluoro hexane sulfonate acid (PFHxS);

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- iii. Perfluoropolyether;
  - iv. Fluorotelomer-based substances; or
  - v. Side-chain fluorinated polymers; or
- b) Any “PFAS” replacement chemical, compound or product, including but not limited to GenX, Perfluoro butane sulfonic acid, ADONA or F53B.

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## Broadform Liability

### 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 judgement, award, payment or settlement made within countries which operate under the laws of United States of America, Canada or Australia (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) subject to the terms, exclusions, conditions and limitations contained in or endorsed onto your policy.

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.

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- 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.
- 2.7 **“Insurer/We/Our/Us”** means Old Mutual Alternative Risk Transfer Insure Limited and/or Old Mutual Insure Limited and/or The Liability Company (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.

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## 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.

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## 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.

## 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

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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.
- 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. Provided that this exclusion shall not apply to the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad which is not equipped with control tower operation or navigational aids.
- 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;

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- 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.

## 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.

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## 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.

## 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.

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

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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

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.

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- 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 vaporises.

## 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:
- 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;

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- 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.

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.

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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.

## 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 upon such terms as we may, in our sole discretion determine.

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- 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.
- 18.1.3.1 Specific notification requirements in respect of Employment Practices Claims (extension 19.9) You shall notify us within 7 days of the receipt of any CCMA 7.11 documents or any Notice of Set Down to appear at any CCMA or Bargaining Council proceedings.
- 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.
- 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.

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- 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

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;
- 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.

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## 19. OPTIONAL EXTENSIONS

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 Advertising Liability:

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

- 19.1.1 unintentional libel slander or defamation;
- 19.1.2 infringement of copyright, title, or slogan;
- 19.1.3 piracy, plagiarism, passing off, unfair competition or idea misappropriation under any implied contract;
- 19.1.4 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:

- 19.1.5 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;
- 19.1.6 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;
- 19.1.7 incorrect description or mistake in the advertised price of goods, services sold, offered for sale or advertised;
- 19.1.8 the failure of goods, Products, or services to conform with advertised quality or performance;
- 19.1.9 an offence committed by anyone insured by this Policy whose Business is principally advertising, broadcast, publishing, or telecasting;
- 19.1.10 the cost of replacing the advertisement giving rise to a claim;

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- 19.1.11 arising out of any act committed with malice;
- 19.1.12 fines or penalties imposed on you.

## 19.2 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.

## 19.3 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:

- 19.3.1 Loss of or Damage to property for which indemnity is provided in terms of a Contract Works Policy whether insured or not;
- 19.3.2 caused by the intentional removal of support of any property;
- 19.3.3 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;
- 19.3.4 arising out of liquidated Damages clauses, penalty clauses or performance warranties;
- 19.3.5 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:
  - 19.3.5.1 Building Industries Federation of South Africa
  - 19.3.5.2 South African Institute for Civil Engineering Contracts
  - 19.3.5.3 Contractors Plant Hire Association
  - 19.3.5.4 any other contract conditions in respect of which We have provided prior written acceptance.

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## 19.4 Contingent Plant Hire 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:

- 19.4.1 in respect of continuing plant hire charges where:
  - 19.4.1.1 hired-in plant has been lost or damaged and
  - 19.4.1.2 you have inadvertently failed to purchase plant all risks insurance to cover said plant.
  - 19.4.1.3 you are obliged in terms of the plant hire agreement to pay plant hire fees

Provided that we shall not be liable for any loss where:

- 19.4.2 the owner of the plant is not a member of the Contractors Plant Hire Association and
- 19.4.3 the terms and conditions of the agreement between yourself and the owner of the plant are more onerous than the standard terms and conditions stipulated by the Contractors Plant Hire Association.

## 19.5 Copyright Infringement:

We will indemnify you against legal costs, fees and expenses incurred with our consent in the defence of any action brought against you as a result of infringement of copyright or patent committed or alleged to have been committed during the period of insurance.

Provided always that:

- 19.5.1 no indemnity shall be granted where the action:
  - 19.5.1.1 arises out of any act, error, or omission amounting to a breach of professional duty.
  - 19.5.1.2 arises out of any breach of implied warranty of authority or of trust unless committed in good faith.
  - 19.5.1.3 arises out of defamatory statements whether written or verbal made by you.
- 19.5.2 our total liability under this extension shall not exceed the Limit of Indemnity in respect of all claims made against you in the Period of Insurance as reflected in the Schedule.

## 19.6 Custody and Control:

Notwithstanding Exclusion 10.5 we will indemnify you against your liability for and/or arising out of Damage to property temporarily in your possession for storage but only insofar as such property is not the subject of any material damage policy available to you, provided that our liability shall not exceed the Limit of Indemnity in respect of all claims made against you in the Period of Insurance as reflected in the Schedule

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## 19.7 Defamation:

Notwithstanding anything to the contrary contained in Definition 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:

- 19.7.1 which form the subject of Extension 19.24 - Wrongful Arrest,
- 19.7.2 out of any publication in any journal, magazine, or newspaper or on radio or television.

## 19.8 Employers' Liability (including employee to employee 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 during the execution of such contract. We will also indemnify any of your employees where a claim has been made against them by another employee for injuries provided always that:

- 19.8.1 injuries arise solely during and in the course of employment,
- 19.8.2 no indemnity is provided where such injury is caused by employees being under the influence of drugs or alcohol,
- 19.8.3 no indemnity is provided 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,
- 19.8.4 no indemnity is provided for 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.

## 19.9 Employment Practices Liability:

This Policy extends to indemnify you for legal costs, fees, expenses and compensation for which you shall become legally liable to pay in connection with any Employment Practices Event where it is alleged by a current or former employee that you have committed an Employment Practices Offence.

- 19.9.1 An Employment Practices Event is defined as:
  - 19.9.1.1 A dispute lodged with the Commission for Conciliation, Mediation and Arbitration

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- 19.9.1.2 A dispute lodged with a registered Bargaining Council
- 19.9.1.3 An action brought in the Labour Court of South Africa
- 19.9.2 An Employment Practices Offence is defined as:
  - 19.9.2.1 Discrimination, which means demotion or termination of the employment relationship on the basis of race, gender, marital status, ethnic or social origin, colour, religion, conscience, belief, culture, language, birth, age, sex, disability, pregnancy, sexual orientation.
  - 19.9.2.2 Unfair Dismissal, which means termination of the employment relationship where there is an allegation that you have not followed due process as laid out in your documented disciplinary procedures.
- 19.9.3 Provided that we shall not be liable for any loss:
  - 19.9.3.1 arising out of any obligation under any workman's compensation or employee benefits laws.
  - 19.9.3.2 where no documented disciplinary procedures exist in your business or arising out of your malicious, deliberate or intentional failure to comply with your own documented disciplinary procedures.
  - 19.9.3.3 arising out of temporary employment services or the use of insourced labour or contractors.
  - 19.9.3.4 arising out of legally conducted strikes or other industrial action protected by legislation.
  - 19.9.3.5 arising out of reorganisation operations, downsizing, closure of businesses or retrenchment processes as defined in section 189 of the Labour Relations Act of 1995 (as amended).
  - 19.9.3.6 arising out of any allegations of unfair pay or remuneration differentials.
- 19.9.4 Indemnification under this extension is subject to the additional notification requirements under General Condition 18.1.3

## 19.10 Errors and Omissions:

Notwithstanding anything to the contrary contained in General Exclusion 17.1.11, 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 any negligent act, error or omission in the course of the Business whilst carrying out Professional Services.

- 19.10.1 Provided that we shall not be liable for any loss:
  - 19.10.1.1 which is indemnified by any other Section or Extension of this Policy.
  - 19.10.1.2 arising out of the ownership, possession, leasing or use of any tangible property.
  - 19.10.1.3 arising out of your dishonest or malicious acts or omissions.

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- 19.10.1.4 arising out of the provision of any medical services or medical malpractice.
- 19.10.1.5 arising out of damage to property or bodily injury.
- 19.10.1.6 arising out of pollution.
- 19.10.1.7 arising out of actual or alleged breaches of contract.
- 19.10.1.8 arising out of advice or services related to the provision of financial services including but not limited to investments, employee benefits, life assurance, health and medical insurance
- 19.10.1.9 arising out of performance warranties or guarantees
- 19.10.1.10 arising out of the nature or condition of, the costs incurred in the repair, reconditioning, modification, treatment or replacement of or the recall of any Product or part thereof or the failure of any Product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed
- 19.10.1.11 arising out of any employment related matters including unfair dismissal
- 19.10.1.12 arising out of any activities whilst acting as the director or officer of a company.

## 19.11 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:

- 19.11.1 no indemnity shall be granted hereunder for claims for which compulsory insurance is required by any legislation;
- 19.11.2 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;
- 19.11.3 you agree to follow the insuring clause of any appropriate underlying insurance to determine the basis of indemnity, being either:
  - 19.11.3.1 a claim or claims as a result of an Occurrence happening during the period of insurance (Occurrence Basis);
  - 19.11.3.2 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.

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- 19.11.4 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;
- 19.11.5 any decision by the Underlying Insurer to accept a claim "ex-gratia" or "without prejudice" shall not be binding on us;
- 19.11.6 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;
- 19.11.7 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;
- 19.11.8 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
- 19.11.9 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.

## 19.12 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.

## 19.13 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:

- 19.13.1 services rendered by any person who to your knowledge is under the influence of drugs or alcohol;
- 19.13.2 the use of drugs for weight reduction
- 19.13.3 services rendered in exchange for a fee payable by the patient;

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## 19.13.4 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.

## 19.14 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 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.

## 19.15 Loss of Documents:

Notwithstanding anything herein contained to the contrary in Exclusion 10.5 this Policy extends to indemnify you in respect of all sums which you shall become legally liable to pay in connection with any claim or claims to replace or restore Documents that have been destroyed, lost, mislaid or damaged by you to the extent that they cannot be used by you.

Documents shall mean bonds, debentures, scrip certificates, deposit receipts, transfers, coupons, warrants, bills of exchange, promissory notes, title deeds, powers of attorney, deeds, wills, agreements, maps, plans, records (whether on paper, microfilm, magnetic tape or disc) and written and printed documents and forms of any nature, belonging to the Insured or for which you are responsible in connection with the "Business".

Provided always that we shall not be liable for any loss where:

- 19.15.1 the cost of restoring or replacing documents has not been verified by a competent party nominated by us
- 19.15.2 your dishonesty has contributed to the loss of or damage to documents
- 19.15.3 the costs relate to the reshooting or re-recording of film or audio material

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.

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## 19.16 Mitigation Expenses:

We will indemnify you for costs that you have incurred whether by cash payment or goods or services supplied (referred hereafter as Mitigation Expenses) following an Occurrence which after careful consideration could give rise to a claim under this policy provided that:

- 19.16.1 the incurring of Mitigation Expenses does not increase your liability
- 19.16.2 you have clearly demonstrated to us that the Occurrence would give rise to a claim under this policy
- 19.16.3 that the incurring of the Mitigation Expenses does not amount to an admission of liability
- 19.16.4 you obtain a full discharge of any future liabilities unless you can prove to our satisfaction that such discharge would provoke a potential claim
- 19.16.5 that you have provided us with evidence that the incurring of the Mitigation Expenses was of a lower quantum than the anticipated liability if the Mitigation Expenses had not been incurred
- 19.16.6 that our prior written consent is obtained prior to the incurring of the Mitigation Expenses

## 19.17 Pollution Clean-up Expenses:

We will indemnify you for clean-up expenses that you have incurred to avoid or mitigate the effects of sudden and unforeseen Pollution or clean-up expenses that you have incurred in response to an order made by an authority acting in terms of environmental legislation to clean up sudden and unforeseen Pollution provided that:

- 19.17.1 the clean-up expenses do not in any way relate to waste disposal including but not limited to the storage of waste material awaiting disposal, the loading and unloading of waste, the transportation of such waste, dumping and the treatment of waste.
- 19.17.2 the clean-up expenses do not in any way relate to Pollution emanating from any vehicle
- 19.17.3 the Pollution emanates from underground storage tanks.

## 19.18 Public Relations Expenses:

We will indemnify you for reasonable Public Relations Expenses that you have incurred to mitigate the potential adverse effects on your reputation resulting from an event or Occurrence indemnifiable by this policy:

- 19.18.1 Public Relations Expenses are defined as:
  - 19.18.1.1 public relations consulting services and advice,
  - 19.18.1.2 the drafting of press and media releases by public relations consultants

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- 19.18.1.3 coaching of your employees or spokespersons who are required to conduct interviews with the media relating to the specific event or Occurrence.
- 19.18.2 Public Relations Expenses do not include:
  - 19.18.2.1 the costs of public relations consultants permanently employed by you or already on retainer by you prior to the event or Occurrence
  - 19.18.2.2 the costs of redesigning websites, brochures, marketing material or packaging
  - 19.18.2.3 any form of advertising
- 19.18.3 Provided always that:
  - 19.18.3.1 the incurring of Public Relations Expenses does not increase your liability
  - 19.18.3.2 you have clearly demonstrated to us that the Occurrence would or has given to a claim under this policy
  - 19.18.3.3 that the incurring of the Public Relations Expenses does not amount to an admission of liability
  - 19.18.3.4 that our prior written consent is obtained prior to the incurring of the Public Relations Expenses

### 19.19 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:

- 19.19.1 arising from:
  - 19.19.1.1 Bodily Injury or Damage caused to the claimant's person or property;
  - 19.19.1.2 any act or omission involving an element of dishonesty;
  - 19.19.1.3 contract or breach of contract;
  - 19.19.1.4 breach of copyright, patent, license, trademark, or tradename;
  - 19.19.1.5 breach of any anti-trust or monopoly legislation;
  - 19.19.1.6 Defamation;

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- 19.19.1.7 misuse or misappropriation of funds;
- 19.19.1.8 any Product, the supply, short supply, or late supply of, or failure to supply any Product;
- 19.19.1.9 your bankruptcy, insolvency, or liquidation;
- 19.19.1.10 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;
- 19.19.2 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;
- 19.19.3 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;
- 19.19.4 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;
- 19.19.5 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;
- 19.19.6 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;
- 19.19.7 for any fine or penalty or for any payment due in terms of any statute, bylaw, statutory regulation or the like;
- 19.19.8 for loss or Damage including detrimental change and any consequence therefrom to any Electronic Data howsoever caused;
- 19.19.9 assumed by agreement if such liability would not have attached in the absence of such agreement;
- 19.19.10 for any trading loss or Business risk;
- 19.19.11 arising out of strikes, protests, or disturbances by your employees.

### 19.20 Product Inefficacy:

We will indemnify You for claims first made against You during the Period of Insurance for Your legal liability arising from any third party alleging that they have suffered economic loss by reason of their tangible property being:

- 19.20.1 rendered of less value
- 19.20.2 rendered incapable of full commercial benefit

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alleged to be due to the failure of your Products to perform as specified, warranted or guaranteed and/or to fulfil their intended function; and We agree that We will not raise as a defence to granting indemnity by this Policy in respect of this specific Section that no loss of property, or property Damage has occurred.

Provided that:

- 19.20.3 the allegation of failure of your Product to perform as specified or warranted or it being unable to fulfil its intended function is made by the third party and not by you
- 19.20.4 the tangible property rendered of less value or incapable of full commercial benefit is not your own product or a product supplied by you.

## 19.21 DIC/DIL - 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:

- 19.21.1 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;
- 19.21.2 any decision of the underlying insurer to accept a claim “ex gratia” or “without prejudice” shall not be binding on us;
- 19.21.3 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 deductible stated in the schedule.

## 19.22 Spread of Fire:

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.

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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.

## 19.23 Spread of Fire Mitigation Expenses:

We will indemnify you for reasonable fire extinguishing costs and expenses that you have incurred to prevent the spread of fire from your property to neighbouring property.

Provided that:

- 19.23.1 such fire was in danger of causing Injury or Damage to third party persons or property
- 19.23.2 our liability shall not exceed the limit of indemnity under this extension
- 19.23.3 fire extinguishing costs and expenses do not include the ordinary salaries or wages of persons in your employment

## 19.24 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:

- 19.24.1 no indemnity shall be granted for fines, taxed or penalties imposed as a consequence of any criminal act;
- 19.24.2 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.

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## 19.25 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 contained in any premises owned or occupied by you as a warehouse or storage facility or whilst being transported by you.

Provided always that no indemnity shall be granted:

- 19.25.1 for loss of property owned, leased, loaned, rented or hired by you
- 19.25.2 for claims arising out of mechanical or electrical derangement of equipment or property responsible for heating, cooling or air-conditioning in the premises occupied as a warehouse or storage facility
- 19.25.3 for claims resulting from the deterioration of perishable items in your custody and control
- 19.25.4 for claims arising out of or contributed to by your dishonesty, fraud or theft
- 19.25.5 for claims arising out of delivery failures, delays or mis-delivery of third party property
- 19.25.6 for claims arising out of activities as stevedores or customs and clearing agents
- 19.25.7 for claims arising out of the illegal sale of third party property
- 19.25.8 for loss of or damage to accounts, bills, deeds, evidence of debt, securities, current coins (including Kruger Rand and similar coins), bank and currency notes, travellers' and other cheques, money and postal orders, current unused postage revenue and holiday pay stamps, credit card vouchers and other certificates, documents or instruments of a negotiable nature;
- 19.25.9 for loss of or damage to furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
- 19.25.10 for claims arising out of damage which is caused by mould, rust, wear and tear, gradual deterioration, change brought about by any natural causes, moths, vermin, termites, insects, inherent vice
- 19.25.11 for claims arising out of any work or services which involve the treatment, servicing, repair or alteration of property in your custody and control
- 19.25.12 for claims arising out of electrical supply interruptions, load-shedding or grid failure
- 19.25.13 where the insured does not have signed trading conditions or conditions of storage or carriage with the third party property owner which:
  - 19.25.13.1 limit your liability
  - 19.25.13.2 hold you harmless against claims for lost or damaged property in your custody and control
  - 19.25.13.3 maintain that third parties retain full responsibility for their own property whether insured or not

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## 19.26 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:

19.26.1 for the purposes of this extension, the term "**Wrongful Arrest**" shall mean:

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

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

19.26.1.3 wrongful detention of any employee.

19.26.2 No indemnity shall be granted in respect of claims:

19.26.2.1 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,

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

19.26.2.3 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.

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