SPECIALIST LIABILITY

POLICY WORDING

UNDERWRITTEN BY

GUARDRISK

TAILORED RISK SOLUTIONS

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PREAMBLE

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and receipt thereof by the Insurer, and having agreed that any proposal or other information supplied by or on behalf of the Insured will be the basis of this contract of insurance, the Insurer agrees to indemnify the Insured subject to the terms of this Policy.

This Policy, subsequent endorsements and the Schedule will be read together as one contract and any word or expression to which a specific meaning has been attached will bear that specific meaning wherever it may appear. The singular will include the plural and vice versa.

Where headings are used in this Policy, they are purely descriptive in nature and are not intended to be used for interpretative purposes.

Words beginning with a capital letter are defined under General Definitions (other than Proper Nouns).

General Clauses, General Conditions, General Extensions and General Exclusions are applicable to all Sections of this Policy. Specific Clauses, Specific Conditions, Specific Extensions and Specific Exclusions override General Clauses, General Conditions and General Exclusions.

Any dispute concerning the formation, validity or interpretation of this Policy and/or the Schedule will be determined in accordance with the law of the Republic of South Africa.

OPERATIVE CLAUSE

The indemnity applies only to such liability as described in each Section of this Policy in respect of claims first made against the Insured in writing during the Period of Insurance.

The claim made in writing during the Period of Insurance must relate to an Occurrence that:

1. occurred during the period from the Retroactive Date to the expiry date of this Policy;
2. occurred during the course of or in connection with the Business and within the Territorial Limits.

This Policy will not respond to any claims made against the Insured:

1. in connection with any Occurrence, the circumstances of which were known to the Insured prior to the inception date of this Policy;
2. in connection with any Occurrence notified to the insurer(s) of any other policy prior to the inception date of this Policy;
3. for Injury and/or Damage, or other circumstance for which indemnity would be provided by this Policy, occurring or alleged to have occurred prior to the Retroactive Date;
4. that is indemnified under any other insurance policy other than insurance affected in excess of this Policy.

Legal liability will be determined in accordance with the law and procedure of any court of competent jurisdiction within the Republic of South Africa.

The Insurer's total liability to pay Compensation, Costs and Expenses and Statutory Legal Defence Costs all-inclusive, will not exceed the amount specified as the Limit of Indemnity in the Schedule for each Section (or Specific Extension within each Section) of this Policy. The Limit of Indemnity applies in excess of the Deductible.

In the event that an Occurrence forms the subject of indemnity by more than one Section of this Policy, each Section will apply separately and be subject to its own separate Limits of Indemnity, provided always that the total amount of the Insurer's' liability will be limited to the greatest Limit of Indemnity available under any one of the Sections affording indemnity for the Occurrence.

The Deductible specified in the Schedule for each Section applies to each Occurrence and/or payment in respect of Costs and Expenses and is payable by the Insured at such time required by the Insurer.

Should any Limit of Indemnity be altered during the Period of Insurance, the previous Limit of Indemnity will apply to all claims made or deemed to have been made prior to the effective date of such alteration.

GENERAL DEFINITIONS

For the purpose of determining the indemnity provided by this Policy:

1. Business

shall mean the business activities of the Insured specified in the Schedule including:

a) any prior operations or activities which have ceased or have been disposed of where the Insured retains a legal liability;

b) the ownership of premises and/or tenancy thereof by or on behalf of the Insured;

c) participation in any exhibition or conference by or on behalf of the Insured; and

d) first aid treatment given or administered by or at the direction of the Insured.

2. Compensation

shall mean monies paid or payable by judgement, award or settlement together with any liability on the Insured's part to pay legal costs and expenses (other than those defined as Costs and Expenses) in connection with an Occurrence. Compensation does not include awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages of any other form whatsoever.

3. Computer System

shall mean any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.

4. Costs and Expenses

shall mean:

a) costs, charges and expenses incurred by the Insured:

i) in the defence or settlement of any action or claim brought against the Insured in respect of Injury or Damage or other liability as insured by this Policy;

ii) in the representation at any inquest or accident inquiry and/or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy;

iii) for such emergency medical treatment as may appear necessary in respect of Injury which may form the subject of indemnity by this Policy.

b) any interest on damages payable in accordance with legislation governing such interest, but not including interest payable from the date of judgment, award or settlement of any claim.

5. Court of Summary Jurisdiction

shall mean a court, especially a magistrate's court, that tries summary offences without a jury.

6. Damage

shall mean:

a) loss of or damage to tangible property and loss of use of tangible property which has not been lost or damaged, provided such loss of use arises out of an Occurrence;

b) interference with servitude or other infringement of real or personal rights to the use of property.

7. Data

shall mean 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, discs 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.

8. Deductible

shall mean the amount payable by the Insured in respect of each claim indemnified by this Policy.

9. Documents

shall mean deeds, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents and/or forms of any nature whatsoever used in connection with the Business. Documents will not mean bearer bonds or coupons, bank or currency notes or other negotiable paper.

10. Electronic Data

shall mean any data stored on a Computer System.

11. Employee

shall mean:

a) any person employed under a contract of service or apprenticeship with the Insured;

b) any person engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only for the purpose of carrying out the day to day operations of the Business;

c) any person engaged by or seconded to the Insured (including a volunteer worker) whilst performing any function on behalf of the Insured.

12. Forecourt Services

shall mean the dispensing of fuel and/or top-up lubricant and/or the topping up of water and other reservoirs in or on a customer's Vehicle and/or the inflation/deflation of tyre pressures and/or the cleaning of window glass. Forecourt Services will not include any form of mechanical and/or electrical repair or service nor the removal repair or fitting of any tyre, wheel or tube.

13. Injury

shall mean death, bodily injury, mental injury, illness, disease, anguish, fright, shock, post-traumatic stress, humiliation, discrimination, disability, disfigurement, loss of amenity, wrongful eviction and violation of personal rights of or to any person.

14. Insured

shall mean:

a) the company specified as the Insured in the Schedule;

b) every subsidiary, controlled, managed, administered or member companies, venture companies or partnerships and the like to whom the Insured (specified in the Schedule) is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy, but only to the extent required by such contract or agreement and only for such coverage and Limit of Indemnity as is provided by this Policy;

c) directors, officers or Employees of the Insured (specified in the Schedule) while such persons are acting for or on behalf of the Insured (specified in the Schedule) and within the scope of their duties in such capacities;

d) any party who enters into an agreement with the Insured (specified in the Schedule) for any purpose of the Business, but only to the extent required by such agreement;

e) the officers, committees and members of the Insured (specified in the Schedule) of the canteen, social, sports, fire-fighting, first aid, security and welfare organisations including visiting sports teams and members thereof and the like, but only whilst acting in their respective capacities as such.

15. Insurer

Guardrisk Insurance Company Limited

PO Box 786015,

Sandton,

2146

Fax No:+27 (0) 11 669-2960

Email:info@guardrisk.co.za

Web:www.guardrisk.co.za

16. Limit of Indemnity

shall mean the maximum amount of the Insurer's liability for any claim or claims under this Policy for any one Occurrence and/or any one year.

17. Mobile Equipment

shall mean land vehicles (including any machinery or apparatus attached thereto) whether or not self-propelled:

a) not subject to motor vehicle registration;

b) maintained for use exclusively on premises owned by or rented to the Insured, including the ways immediately adjoining;

c) designed for use principally off public roads;

d) designed or maintained for the sole purpose of affording mobility to equipment of the following types, forming an integral part of or permanently attached to such vehicles: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix in transit type), graders, scrapers, rollers and other road construction or repair equipment, air compressors, pumps and generators including spraying, welding and building cleaning equipment, geophysical exploration and well servicing equipment.

18. North America

shall mean the United States of America (being the fifty states of the union plus the district of Columbia), Canada and any territory operating under the laws of the aforementioned territories.

19. Occurrence

shall mean an event or series of events or continuous or repeated exposure to the same or similar set of conditions which may result in liability as indemnified by this Policy.

20. Period of Insurance

shall mean the period specified in the Schedule and any extension thereof which may be agreed in writing between the Insured and the Insurer.

21. Personally Identifiable Information

shall mean any data that can be used to contact or identify a specific individual.

22. Pollution

shall mean the emission, discharge, release, dispersal, disposal, seepage or escape of any liquid, solid, gaseous or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes, smoke, soot or other airborne particles, acids, alkalis, chemicals and waste, electromagnetic waves, noise, vibrations, other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water.

23. Product

shall mean any tangible property (including labels and/or containers) after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, within the Republic of South Africa, but will not mean food and drink supplied by or on behalf of the Insured.

24. Retroactive Date

shall mean the date specified as the retroactive date in the Schedule.

25. Schedule

shall mean the documentation or subsequent endorsements against this policy, defining the benefits agreed under the various sections of the policy, issued as evidence of this insurance and thereby entitling the Insured to indemnification or compensation.

26. Standard Conditions of Contract

shall mean the standard conditions of contract used by the Insured in the ordinary course of the Business and as lodged with and accepted by the Insurer.

27. Territorial Limits

shall mean worldwide but not in connection with any business carried on by the Insured at or from premises within or any contract for the performance of work within North America or Australia, unless otherwise specified in the Schedule.

28. Terrorism

shall mean the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism will also include any act which is verified or recognised by the Republic of South Africa's Government as an act of terrorism.

29. The Underwriting Manager

IUM (Pty) Ltd. (2004/022210/07)

9th floor, IUM Building, 2 Nicol Road, Bedfordview, Gauteng, 2007

Private Bag X10, Gardenview, 2047

Tel:+27 (0) 86 949 444

Fax:+27 (0) 86 949 999

Email:info@ium.co.za

Web:www.ium.co.za

30. Vehicle

shall mean:

a) any self-propelled land vehicle;

b) any vehicle on rails;

c) any vehicle that does not travel on terra firma; any trailer, semi-trailer or caravan whilst attached thereto, other than Mobile Equipment.

GENERAL CLAUSES, CONDITIONS AND EXTENSIONS

1. Acquisitions extension

The indemnity granted by this Policy extends to any entity newly formed and/or acquired by the Insured during the Period of Insurance for a period of 90 (ninety) days from such formation and/or acquisition, provided always that:

a) the retroactive date in respect of such new entity will be deemed to be the date when the newly formed and/or acquired entity first purchased liability insurance, of a type hereby insured, on a "Claims Made" basis, or the retroactive date of this Policy, whichever is the later), subject to a declaration from the newly formed and/or acquired entity's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the retroactive date will be the date of such formation and/or acquisition;

b) the Insured's business activities remain unchanged;

c) the annual turnover of any newly formed and/or acquired entity does not exceed 10% (ten percent) of the estimated annual turnover of the Insured as advised to the Insurer at inception of the Period of Insurance of this Policy;

d) the Insured will advise the Insurer of any such formations and/or acquisitions before the expiry of 90 (ninety) days thereof and the Insurer may amend the terms of this Policy accordingly.

2. Cancellation clause

This Policy or any section thereof may be cancelled immediately by the Insured giving immediate notice in writing to the Insurer or by the Insurer giving 60 (sixty) days' notice in writing to the Insured at the Insured's address specified in the Schedule.

If the Insurer gives notice of cancellation, the Insurer will refund the pro-rata proportion of the premium for the unexpired Period of Insurance.

If this Policy is cancelled, the onus will be on the Insured to immediately cancel any automatic means of payment that may have been used to pay the premium prior to cancellation.

3. Cession condition

Neither this Policy nor any benefit, interest or right afforded by this Policy nor any proceeds of this Policy may be ceded without the prior written consent of the Insurer.

4. Claims notification condition

a) On the happening of an Occurrence the Insured will, at their own expense:

   i) as soon as reasonably practicable after the Occurrence submit to the Insurer full details in writing of the Occurrence;

   ii) forward to the Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the Occurrence;

   iii) provide particulars to the Insurer of any other insurance that may provide indemnity for such Occurrence;

   iv) give the Insurer such proofs, information and sworn declarations as the Insurer may require;

   v) furnish the Insurer with all technical reports, laboratory data, field notes or any other documents generated by persons hired by the Insured to investigate the event and all expert reports, investigations and data collected by experts retained by the Insured.

b) The Insurer will have the right to appoint adjusters, assessors, surveyors or attorneys and to control all negotiations, adjustments and settlements in connection with such Occurrence.

c) If the Insurer rejects a claim made under this Policy and the Insured does not take legal action against the Insurer within 6 (six) months of the rejection of the claim, all benefit afforded under this Policy in respect of such claim will be forfeited.

d) Any claim first made in writing against the Insured after the expiry date of the Period of Insurance as a result of an Occurrence reported in terms of this General Condition during the Period of Insurance (hereinafter termed reported event) shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Insurer.

e) Any series of claims made against the Insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one originating cause or source shall be treated as if they all had first been made against the Insured:

   i) on the date that the event was reported by the Insured in terms of this General Condition; or

   ii) if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.

5. Claims preparation costs extension

The indemnity granted by this Policy extends to include costs incurred by the Insured in producing and certifying any particulars or details required by the Insurer, provided that the liability of the Insurer for such costs will not exceed the Limit of Indemnity specified for claims preparation costs in the Schedule.

6. Cross liabilities clause

Each insured, as a legal entity, included in the title of the Insured is indemnified separately in respect of claims made against any of them by any other provided that the Insurer's total liability shall not exceed the applicable Limit of Indemnity. The Insurer shall not exercise rights of recourse against any such insured.

7. Difference in conditions/difference in limits condition (if specified as included in the Schedule)

In respect of any operations of the Insured situated in Africa outside the Republic of South Africa for which a separate liability insurance policy is purchased locally, the indemnity provided by this Policy is limited to the difference in scope of cover or in limit of indemnity provided by such locally purchased policy and the scope of cover or Limit of Indemnity provided by this Policy, provided that:

a) the indemnity payable under this Policy will be only up to and not exceeding such further amount as would provide the maximum Limit of Indemnity in terms of this Policy;

b) any decision of the insurer of such locally purchased policy to accept a claim "ex gratia" or "without prejudice" will not be binding on the Insurer;

c) no action or decision of the insurer of such locally purchased policy which prejudices the Insurer in the conduct or settlement of any claim under this Policy will be binding on the Insurer.

If no separate liability insurance policy is purchased locally, this Policy will act as primary insurance subject to the excess specified for difference in conditions/difference in limits in the Schedule or the applicable Deductible of this Policy, whichever is the greater.

8. Extended reporting option (if specified as included in the Schedule)

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all terms of this Policy, the Insurer agrees to extend the period during which the Insured may report an event in terms of General Condition 4 (Claims Notification), for a period to be agreed, but in no circumstances exceeding 36 (thirty-six) months (hereinafter referred to as Extended Reporting Period), provided that:

a) this option may only be exercised in the event of the Insurer cancelling or refusing to renew this Policy;

b) this option may only be exercised by the Insured in writing within 30 (thirty) days of cancellation or non-renewal of this Policy;

c) once exercised, the option cannot be cancelled by either the Insured or the Insurer;

d) the Insured has not obtained insurance equal in scope and cover to this Policy as expiring;

e) the Insurer shall only be liable for a Defined Event which occurred after the Retroactive Date but prior to date of cancellation or non-renewal;

f) claims first made against the Insured or any reported events by the Insured during the Extended Reporting Period shall be treated as if they were first made or reported on the last day preceding the date of cancellation or non-renewal;

g) the total amount payable by the Insurer for claims made or reported events during the Extended Reporting Period shall not have the effect of increasing the Limit of Indemnity applicable as on the last day preceding the date of cancellation or non-renewal.

9. Fraud condition

If any claim under this Policy is in any respect fraudulent, all benefits in respect of such claim will be forfeited.

10. Indemnity to others clause

The indemnity granted in terms of this Policy will extend to:

a) any legal representative of the Insured in the event of the bankruptcy, business rescue or insolvency of the Insured;

b) any party (including their sub-contractors) who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity;

c) officials of the Insured in their business and/or private capacity arising out of the conduct of the Business;

d) the personal representatives of any person indemnified by reason of this General Extension in respect of liability incurred by such person;

e) any partner, director, member or official who has the authority to second or direct Employees of the Insured to perform work for themselves in a personal or private capacity, if liability arises out of or in connection with such work;

f) the officers, committee and members of the Insured's canteen, social, sport, medical, fire-fighting, security units and welfare organisations and visiting sports teams and members thereof in their respective capacities as such;

provided that:

a) the aggregate liability of the Insurer is not increased beyond the Limit of Indemnity specified in the Schedule;

b) any person or organisation to which this General Extension applies is not entitled to indemnity under any other policy;

c) the indemnity granted in terms of this General Extension applies only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured;

d) the Insured specifically warrants that it will ensure that all such persons or parties will observe, fulfil and be subject to the terms of this Policy as though they were the Insured.

11. Insurer's rights after an event clause

On the happening of an Occurrence, the Insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this Policy, take over and conduct in the name of the Insured, the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.

No admission, statement, offer, promise, payment or indemnity will be made by the Insured without the prior written consent of the Insurer.

The Insured will, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer will be or would become subrogated upon indemnification of the Insured whether such things will be required before or after such indemnification.

The Insurer may and at any time pay to the Insured the Limit of Indemnity provided in respect of such Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled plus Costs and Expenses incurred prior to the date of such payment, provided that the total amount will not exceed the Limit of Indemnity applicable to such Occurrence and upon payment being made the Insurer will relinquish the conduct and control of and be under no further liability in respect of such Occurrence.

12. Legal compliance condition

The Insured will at all times comply with all statutory and/or provincial and/or municipal regulations governing the conduct of the Business.

13. Manifestation clause

a) Where it is not possible to ascertain when Injury or Damage occurred then for the purposes of determining the indemnity granted by this Policy, the Injury will be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury will be deemed to have occurred when the Insured was first advised of the Injury;

b) The Damage will be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

14. Material alteration in risk condition

The Insured will during the Period of Insurance advise the Insurer as soon as possible of anything which they reasonably believe will materially change the information in the proposal form and such underwriting information that was originally presented to the Insurer. The Insurer may, in their sole discretion, amend the terms of this Policy according to the materiality of such new information.

15. Notification

Wherever this Policy provides that notice be given to the Insurer, such notice will be given to the Insurer as specified in the Schedule.

16. Prevention of Loss Condition

The Insured will take all reasonable steps and precautions to prevent an Occurrence.

GENERAL EXCLUSIONS

1. Asbestos

The Insurer will not indemnify the Insured for liability whether actual or alleged in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

2. Communicable Disease

Notwithstanding anything to the contrary within this Policy, the Insurer will not indemnify the Insured for any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this General Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

For the purposes of this General Exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) 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;

b) 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;

c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

3. Compulsory insurance

The Insurer will not indemnify the Insured for liability arising out of any circumstance which is compulsorily insurable by legislation.

4. Contractual liabilities

The Insurer will not indemnify the Insured for liability attaching to the Insured in terms of the provisions of any contract or agreement which liability would not have attached to the Insured in the absence of such provisions. This General Exclusion will not apply to the Insured's own Standard Conditions of Trade or such other contracts or agreements lodged with and agreed to in writing by the Insurer.

5. Cyber

The Insurer will not indemnify the Insured for any liability whether actual or alleged in respect of:

a) any access to or disclosure of any person's or organisation's confidential or personal information, including any Personally Identifiable Information, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other types of non-public information; or

b) the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any Computer System or Electronic Data.

6. Data

The Insurer will not indemnify the Insured for:

a) any loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever;

b) any legal liability of whatsoever nature;

c) any consequential loss;

directly or indirectly caused by, consisting of, contributed to by or arising from Data.

7. Dismissal

The Insurer will not indemnify the Insured for liability arising out of wrongful dismissal of an Employee or any alleged or actual unfair labour practice.

8. Fines and Penalties

The Insurer will not indemnify the Insured for claims in connection with the fulfilment or payment of contractual, civil or criminal fines or penalties, non-compensatory damages including punitive or exemplary damages or the multiplied portion of multiplied damages or any matters deemed uninsurable under the applicable law of the territory in which the action arose.

9. Fraud

The Insurer will not indemnify the Insured for liability arising out of any dishonest, illegal or criminal act committed by the Insured or any other person acting on behalf of the Insured, including any collusion thereto.

10. Infectious Epidemics/Pandemics

The Insurer will not indemnify the Insured for any loss, damage, liability, expense, fine, penalty or any other amount directly or indirectly caused by, in connection with, or in any way:

a) involving or arising out of any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not);

b) Coronavirus (COVID-19) including any mutation or variation thereof;

c) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority;

including any fear or threat thereof, whether actual or perceived.

If the Insurer alleges that, by reason of this General Exclusion, any amount is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

11. Insolvency

The Insurer will not indemnify the Insured for liability arising out of the insolvency of the Insured.

12. Liquidated damages

The Insurer will not indemnify the Insured for liability arising out of liquidated damages clauses, penalty clauses or performance warranties unless liability would have attached in the absence of such clauses or warranties.

13. Nuclear

The Insurer will not indemnify the Insured for liability directly or indirectly caused by, arising from, in consequence of or contributed to by:

a) nuclear weapons or material or by ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. For the purposes of this General Exclusion only, Combustion will include any self-sustaining process of nuclear fission.

This General Exclusion will not apply to liability arising from the ownership, possession or use by or on behalf of the Insured of radio-active isotopes.

14. North American and Australia Jurisdiction

The Insured will not indemnify the Insured in respect of any judgement, award or settlement made in the first instance within the jurisdiction of the courts of North America or Australia or brought subject to the laws of North America or Australia or to any other order of court made anywhere in the world whether by way of reciprocal agreements or conventions or otherwise to enforce such judgment, award or settlement either in whole or in part.

15. North American and Australia Operations

The Insurer will not indemnify the Insured for any liability in connection with any business carried on by the Insured at or from premises within or any contract for the performance of work within North America or Australia.

This General Exclusion will not apply in respect of a physical presence of a Product in North America or Australia.

16. Passenger liability

The Insurer will not indemnify the Insured for any liability in respect of death of or bodily injury to persons being carried in, upon or getting into or alighting from a Vehicle where such death or bodily injury is:

a) the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle;

b) the subject of legislation controlling the use of motor vehicles and trailers and the Insured is compelled to effect liability insurance or the state or other governmental authority accepts responsible for such death or bodily injury;

c) suffered as a result of an emotional shock by a person, other than an injured party, on witnessing, observing or being informed of the injury of another person, as a result of the driving of a motor vehicle.

This General Exclusion will apply despite that no insurance under such legislation is in force or has been affected or that compensation is not paid for any reason whatsoever.

17. Pollution

The Insurer will not indemnify the Insured for:

a) any liability in respect of Injury, Damage, financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants;

b) the cost of removing, nullifying or cleaning up Pollutants;

c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants.

Notwithstanding the foregoing, this Policy will cover liability otherwise excluded under a) and b) above which:

a) is caused by a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place on premises occupied by the Insured for purposes of the Business;

b) is indemnified in not more than one annual period of original insurance.

For the purposes of this General Exclusion, Pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

18. Reasonable care

The Insurer will not indemnify the Insured for liability arising out of the deliberate, conscious, intentional or reckless disregard by the Insured of the need to take all reasonable steps to prevent an Occurrence.

19. Sanctions

The Insurer will not indemnify the Insured and the Insurer will not be liable to pay any claim or provide any benefit in terms of this Policy where such indemnity, claim payment or provision of such benefit is contrary to the prohibition or restrictions under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment is made.

It is further understood and agreed that no benefits or payments will be made to any beneficiary who is declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insurer, it's parent company or it's ultimate controlling entity.

20. Unfair competition

The Insurer will not indemnify the Insured for any claim or series of claims whether actual or alleged, howsoever arising, in connection with, based upon or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.

21. War, Riot and Terrorism

The Insurer will not indemnify the Insured for liability for any loss, damage, accident, injury and/or liability directly or indirectly caused by, related to or inconsequence of:

a) civil commotion, labour disturbances, riot, strike, lock out or public disorder or any act or activity which is calculated or directed to bring about any of the aforementioned;

b) war, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not) or civil war;

c) mutiny, military rising, military or usurped power, martial law or state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege;

d) insurrection, rebellion or resolution;

e) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear or violence;

f) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority for the purpose of inspiring fear in the public or any section thereof;

g) Terrorism;

h) any attempt to perform any act referred to in a), b), c), d), e), f) or g) above;

i) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to a), b), c), d), e), f) or g) above.

If the Insurer alleges that by reason of the provisions of this General Exclusion, loss or damage is not covered by this Policy then the burden of proving the contrary will rest on the Insured.

GENERAL LIABILITY SECTION

The Insurer will indemnify the Insured, in accordance with the Operative Clause, for all Costs and Expenses and Compensation for which the Insured may be legally liable, for arising out of Injury or Damage.

SPECIFIC EXCLUSIONS

The Insurer will not indemnify the Insured for:

1. liability arising out of Injury to an Employee where such Injury arises from and in the course of employment;
2. liability arising from any design, formula and/or specification or advice or treatment (other than first aid treatment) given or administered by or at the direction of the Insured;
3. liability arising out of or in connection with any Product;
4. the cost of repair, inspection, alteration, correction or replacement or making good defective workmanship, materials or Products of the Insured;
5. liability arising from wrongful arrest and/or defamation;
6. liability arising out of the operation, ownership, possession or use by or on behalf of the Insured of any watercraft whilst such watercraft is on, in or under water, other than watercraft not exceeding 15.25 (fifteen point twenty-five) metres in length, operated on inland waters and used for private use only. This policy will not cover any damage to the watercraft itself or any liability arising out of:
    a) the watercraft being chartered or hired for reward;
    b) the watercraft towing another vessel;
    c) the watercraft partaking in any racing activities;
    d) the watercraft being transported by road;
    e) any environmental legislation.
7. liability arising out of Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:
    a) premises (or the contents thereof) temporarily occupied by the Insured for work therein or third party property temporarily in the Insured's possession for work thereon but no indemnity is granted for that part of the third-party property on which the Insured is or has been working if such Damage results directly from such work;
    b) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement;
    c) vehicles including their contents and accessories, the property of tenants, customers, visitors or Employees of the Insured, whilst using parking facilities provided by the Insured;
    d) property belonging to Transnet Limited, or their subsidiary companies, or any government or quasi-government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the Insured;
    e) personal effects of visitors, customers or guests of the Insured.
8. liability arising out of the ownership, possession or use of any Vehicle by or on behalf of the Insured, other than liability:
    a) arising out of the use of a Vehicle (not insured under a Motor Policy) as a tool of trade on premises owned or rented to the Insured, including the ways immediately adjoining such premises;
    b) caused by the loading or unloading of goods onto or from a Vehicle anywhere other than on a public road;
    c) for Damage to any bridge, weighbridge, road or anything beneath, caused by the weight of any Vehicle or the load carried thereon, unless the load exceeds the maximum specified capacity of such Vehicle;
    d) arising out of the possession or use by the Insured of any Vehicle belonging to Transnet Limited, or their subsidiary companies, or any government or quasi-government department, provincial administration, municipality or similar body to the extent of any requirement by Statute or similar regulation. Provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;
    e) a trailer not attached to and not having become unintentionally detached from a self-propelled vehicle;
9. liability arising out of the ownership possession or use of explosives;
10. liability arising out of Damage caused by dewatering operations or by the removal or weakening of or interference with support to any land, building or structure;
11. liability arising out of the ownership, hire, lease, maintenance, use or operation of any aircraft, drone or hovercraft;
12. liability arising out of the refueling or defueling of an aircraft;
13. liability arising out of the ownership, hire, lease or operation of any airport, airstrip or helicopter pad other than an airstrip or helicopter pad which is not equipped with a control tower or navigational aid facility;
14. liability arising out of any Product which is intended for incorporation into the structure, machinery or controls of any aircraft;
15. Liability arising out of spread of fire from the Insured's premises or premises tenanted by the Insured or premises temporarily occupied by the Insured for work therein;
16. liability arising out of any negligent act, error or omission in the professional services and/or duties, rendered or which should have been rendered by any medical practitioner, nurse or other medical official in the full or part time service of the Insured;
17. liability arising out of:
    a) infringement of copyright, title or slogan;
    b) piracy, unfair competition or idea misappropriation under any implied contract;
    c) libel, slander, defamation;
    d) any invasion of right of privacy;

    committed or alleged to have been committed in any advertising publicity article, broadcast or telecast and arising out of the Insured's advertising activities;
18. liability arising out of Documents, entrusted to the Insured, being lost, destroyed or damaged;
19. liability arising out of the Insured or any employee of the Insured providing Forecourt Services;
20. liability arising out of the Insured or any employee of the Insured providing car wash or valet services;
21. liability arising out of Injury or Damage caused by the Insured's contracting activities in respect of repairs, maintenance or alterations to the Insured's premises occupied for purposes of the Business.

SPECIFIC EXTENSIONS

The Limit of Indemnity in respect of the Specific Extensions below is sub-limited to an amount specified in the Schedule, when included.

1. **Advertising liability (if specified as included in the Schedule)**

    Despite anything to the contrary contained in the General Liability Section, the Insurer will indemnify the Insured against liability arising from:

    a) infringement of copyright, or title or slogan;
    b) piracy, unfair competition or idea misappropriation under any implied contract;
    c) libel, slander, defamation;
    d) any invasion of right of privacy;

    committed or alleged to have been committed in any advertising publicity article, broadcast or telecast and arising out of the Insured's advertising activities.

    The Insurer will not indemnity the Insured for:

    a) the failure of performance of a contract except for unauthorised appropriation of ideas based upon alleged breach of an implied contract;

b) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, except for titles and slogans;

c) incorrect description of any article or commodity;

d) error in advertised price.

For the purposed of this Specific Extension, Advertising Liability shall mean Damage to property.

2. Care, custody and control (if specified as included in the Schedule)

Despite anything to the contrary contained in the General Liability Section, the Insurer will indemnify the Insured against liability for loss of or physical damage to property temporarily in the Insured's possession for storage or any other purpose (hereinafter referred to as property) insofar as such property is not the subject of any material damage policy available to the Insured.

The Insurer will however not indemnify the Insured for:

a) loss of or, physical damage to or liability for property of any kind being transported in or on a Vehicle (other than whilst being loaded or unloaded beyond the limits of any carriageway or thoroughfare);

b) loss of property due to the dishonest act of any Employee;

c) mechanical or electrical derangement of such property unless accompanied by physical damage;

d) Physical damage to property caused by rust, wear and tear, gradual deterioration, moths, vermin, termites, insects, or inherent vice or physical damage due to or resulting from any repairing, restoration or retouching process;

e) delay, loss of market, consequential loss of any kind, depreciation, deterioration or change brought about by any natural causes;

f) loss of or physical damage to accounts, bills, deeds, evidence of debt, securities, current coins (including Krugerrands 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;

g) loss of or physical damage to furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art. This Specific Extension is subject to the Insured complying with the following special conditions of storage:

   i) the property shall only be accepted for storage by the Insured if the person wishing to store the property has agreed to the terms and conditions contained in the Insured's standard conditions of storage by signing and dating the Insured's document;

   ii) a copy of these terms and conditions has been lodged with the Insurer and may not be varied or altered in any way without the Insurer's written consent.

   It is a condition precedent to any liability of the Insurer under this Specific Extension that if a claim arises in respect of property already in storage prior to or at the date cover in terms of this Specific Extension is included, then the onus is on the Insured to prove that any Damage to such property occurred subsequent to such date.

3. Contractors liability (if specified as included in the Schedule)

Despite anything to the contrary contained in the General Liability Section, the Insurer will indemnify the Insured against liability for Injury or Damage caused by the Insured's contracting activities in respect of repairs, maintenance or alterations to the Insured's premises occupied for purposes of the Business, provided that:

a) the Insured will take all reasonable and practical steps to establish the precise location of all underground services which may be affected by the execution of the repairs, maintenance or alterations;

b) the Insured will at all times, when using explosives, comply with the Explosives Act of 1956 as amended and Regulations of the Republic of South Africa or any amendment thereof or any Act issued in substitution thereof or any similar legislation that may be applicable.

4. Forecourt liability (if specified as included in the Schedule)

Despite anything to the contrary contained in the General Liability Section, the Insurer will indemnify the Insured against liability arising from Damage (as defined in this Specific Extension) to a customer's Vehicle caused by the Insured or any forecourt Employee of the Insured:

a) providing Forecourt Services or failing to correctly tighten or close caps or lids or the bonnet or boot after providing Forecourt Services;

b) providing car wash or valet services.

Specific Definitions:

a) Damage will mean:

   i) the costs incurred in cleaning the fuel or lubrication system of the customer's Vehicle whether visible physical damage has been caused by the incorrect dispensing of fuel and/or lubricants or not. Damage will not include the cost of the fuel and/or lubricant dispensed;

   ii) the costs incurred in providing the customer with a hire car for the duration of the period for repairs.

b) Forecourt Services will mean:

   the dispensing of fuel and/or top-up lubricant and/or the topping up of water and other reservoirs in or on a customer's Vehicle and/or the inflation/deflation of tyre pressures and/or the cleaning of window glass. Forecourt Services will not include any form of mechanical and/or electrical repair or service nor the removal repair or fitting of any tyre, wheel or tube.

5. Gratuitous advice

Despite anything to the contrary contained in the General Liability Section, the Insurer will indemnify the Insured against liability arising out of incorrect or inadequate advise given in the course of the Business, provided such advice is not given for a fee.

The Insured will however not indemnify the Insured for:

a) liability arising out of the insolvency, liquidation or judicial management of the Insured or of any party who enters into an agreement with the Insured;

b) liability arising out of financial services and/or cost estimates provided by or on behalf of the Insured;

c) liability arising out of defamation;

d) penalty clauses or performance warranties;

e) loss of or damage to any electronic data howsoever caused including detrimental change thereto and any consequence arising therefrom;

f) liability arising out of technical information or advice given in connection with a Product unless the extension for Products Liability is included in the Schedule.

6. Incidental medical malpractice (if specified as included in the Schedule)

Despite anything to the contrary contained in the General Liability Section, the Insurers will indemnify the Insured for Injury caused by any negligent act, error or omission in the professional services and/or duties, rendered or which should have been rendered by any medical practitioner, nurse or other medical official in the full or part time service of the Insured.

The Insured will however not indemnify the Insured for liability arising out of:

a) any criminal act wilfully committed;

b) services rendered by any person who to the Insured's knowledge is under the influence of intoxicants or narcotics;

c) any dishonest or malicious act or omission of the Insured or of any person acting on behalf of the Insured;

d) pharmacological or prosthesis trials;

e) surgery, gynaecology or obstetrics;

f) the health care or treatment of minors;

g) the failure to diagnose or an incorrect diagnosis.

7. Loss of documents (if specified as included in the Schedule)

If the Insured discovers that Documents belonging to the Insured or which have been entrusted to the Insured and which were believed to be in the Insured's possession or that of another party to whom such Documents had been entrusted, lodged or deposited by the Insured in the ordinary course of the Business, have been destroyed, damaged or lost and after diligent search cannot be found, the Insurer will indemnify the Insured against:

a) any liabilities of whatsoever nature which the Insured may incur to third parties in consequence of such Documents having been so destroyed, damaged or lost;

b) all costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents.

Provided always that:

a) the destroyed, damaged or lost Documents are discovered during the Period of Insurance and reported to the Insurer in writing within 30 (thirty) days of the date of discovery;

b) the amount of any claim for costs, charges and expenses will be supported by bills and/or accounts which will be subject to approval by an independent person to be nominated by the Insurer with the approval of the Insured;

c) no liability will attach for any loss brought about or contributed to by the dishonesty of any of the Insured's directors, partners or Employees.

8. Spread of fire (if specified as included in the Schedule)

The Insurer will indemnify the Insured against liability for Injury or Damage caused by spread of fire from the Insured's premises or premises tenanted by the Insured or premises temporarily occupied by the Insured for work therein, provided that at the time of the Occurrence that gives rise to a claim in terms of this Specific Extension, the Insured complied with the requirements of the National Veld and Forest Fire Act No. 101 of 1998 (as amended). The Insurer will not indemnify the Insured for any Damage to sugarcane or timber plantations.

PRODUCT LIABILITY/DEFECTIVE WORKMANSHIP SECTION (IF SPECIFIED AS INCLUDED IN THE SCHEDULE)

INDEMNITY

The Insurer will indemnify the Insured, in accordance with the Operative Clause, for all Costs and Expenses and Compensation for which the Insured may be legally liable, arising out of Injury or Damage caused by a Product.

SPECIFIC EXCLUSIONS

The Insurer will not indemnify the Insured for:

1. the cost of repair, reconditioning or replacement of any Product or part thereof;

For the purposes of this Specific Exclusion the term "replacement" will be deemed to include any credit or refund granted or alternative Product provided by or on behalf of the Insured in lieu of replacement of the defective Product;

2. costs incurred by the Insured in the recall of any defective Product or part thereof;
3. claims arising from failure of any Product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed, but this Specific Exclusion will not apply to consequential Injury or Damage;
4. liability arising from advice, design, specification or information of a technical nature unless given in connection with the Insured's Product;
5. Damage to that part of the property treated, serviced, altered or repaired if such Damage resulted directly from such work;
6. liability arising from any defect in any Product, which the Insured was aware of prior to inception of this Policy;
7. liability arising out of any Product that, to the Insured's knowledge, is intended for incorporation into the structure, machinery or controls of any aircraft;
8. liability whether actual or alleged in respect of Damage or Injury directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to, the bacterium Listeria monocytogenes.

SPECIFIC EXTENSION

1. Mitigation expenses (if specified as included in the Schedule)

The Insured will be permitted to incur costs whether by cash payment or goods and/or services supplied (hereinafter referred to as Expenses) following an Occurrence which may be the subject of a claim under the Products Liability Section of this Policy and the Insurer will not raise as a defence to granting indemnity under this Policy that no Injury of Damage (as envisaged by the Indemnity of the Product Liability Section of this Policy) has occurred, provided that:

a) the Insured's potential legal liability arising from the Occurrence is not increased;

b) the Insurer will only reimburse such Expenses:

i) following satisfactory evidence that the Occurrence is indemnifiable in terms of the Products Liability Section of this Policy;

ii) following satisfactory evidence that such Expenses did not form part of an admission of liability or that such Expenses in all the circumstances prevented or avoided a possible claim under the Products Liability Section of this Policy in excess of the Expenses so paid;

iii) if the Insured secures a full discharge of all and/or any liabilities arising from the Occurrence (or can prove to the satisfaction of the Insurer that in all circumstances obtaining such a discharge would likely have provoked a claim);

iv) which exceed the applicable Deductible.

c) the Insured will advise the Insurer of any Expenses before such Expenses are incurred by the Insured, and if the Insurer so directs, the Insured will seek legal advice and comply therewith, as to the manner in which such Expenses are to be incurred. Such legal costs will be deemed to be Expenses for the purposes of this Specific Extension.

PRODUCT INEFFICACY SECTION (IF SPECIFIED AS INCLUDED IN THE SCHEDULE)

INDEMNITY

The Insurer will indemnify the Insured in accordance with the Operative Clause, for financial loss suffered by a third party by reason of tangible property (other than the Insured's Products) being:

1. rendered of less value;
2. rendered incapable of full commercial benefit;

due or alleged (other than by the Insured) to be due to the failure of the Insured's Product to perform as specified, warranted or guaranteed and/or to fulfil its intended function.

EMPLOYERS LIABILITY SECTION (IF SPECIFIED AS INCLUDED IN THE SCHEDULE)

INDEMNITY

The Insurer will indemnify the Insured, in accordance with the Operative Clause, for all Costs and Expenses and Compensation for which the Insured may be legally liable, arising out of Injury sustained by an Employee in the course of their employment with the Insured.

SPECIFIC EXCLUSIONS

The Insurer will not indemnify the Insured for:

1. liability arising out of or related to or in respect of any occupational, industrial, employment-related disease caused by or contributed to or precipitated by prolonged or repeated exposure to substances of any sort, factors or circumstances peculiar to any industry, particular employment, occupation, workplace or working environment;

2. liability arising out of or related to any occupation in an off-shore working environment;
3. liability arising out of or related to any occupation within an aircraft;
4. liability arising out of or related to any occupation involving fireworks, ammunition, fuses, cartridges, powder, nitro-glycerine or any explosives;
5. liability arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee; or
6. any compensation or claim which falls within the scope of any legislation or regulation entitling an Employee (including a dependant of an Employee) to receive any benefit, allowance, pension or annuity. This Specific Exclusion will apply despite that no insurance under such legislation or regulation be or has been in force or has been affected.

SPECIFIC EXTENSION

1. Employee to employee

The indemnity granted by this Section is extended, at the Insured's option and subject to the agreement of the Insurer (which agreement will not be unreasonably withheld), to any Employee of the Insured in respect of their personal liability to any other Employee whilst acting within the scope of their employment with the Insured, provided always that such Employee hereby indemnified, will observe, fulfil and be subject to the terms of this Policy insofar as they can apply.

If at the time of any Occurrence or claim there is, or but for the existence of this Specific Extension would be, any other insurance or indemnity in favour of or effected by or on behalf of such Employee applicable to such Occurrence or claim, the Insurer will not indemnify the Employee in terms of this Specific Extension.

STATUTORY LEGAL DEFENCE COSTS SECTION (IF SPECIFIED AS INCLUDED IN THE SCHEDULE)

INDEMNITY

The Insurer will indemnify the Insured in accordance with the Operative Clause for Costs, Expenses and Compensation incurred, with the consent of the Insurer, in the defence of, or in anticipation of, any prosecution of the Insured for breach of any statute, other than:

1. the Companies Act of 2008 or any act passed in substitution thereof, or any other similar legislation in any other jurisdiction;
2. any statute governing the ownership, use or licensing of motor vehicles, aircraft, drones or watercraft;
3. the National Environmental Management Act of 1998 as read in conjunction with the Criminal Procedure Act of 1955 or any Act passed in substitution thereof;
4. any statute governing the use of labour.

SPECIFIC EXCLUSIONS

The Insurer will not indemnify the Insured for:

1. any fines or penalties imposed as a consequence of prosecution;
2. the costs of an appeal, unless a senior counsel approved by the Insurer advises that such appeal should succeed.

WRONGFUL ARREST AND DEFAMATION SECTION (IF SPECIFIED AS INCLUDED IN THE SCHEDULE)

INDEMNITY

The Insurer will indemnify the Insured, in accordance with the Operative Clause, for all Costs and Expenses and Compensation for which the Insured may be legally liable, as a direct result of:

1. wrongful arrest, including assault in connection therewith;
2. defamatory statements whether written or verbal.

ERRORS AND OMISSIONS SECTION (IF SPECIFIED AS INCLUDED IN THE SCHEDULE)

The Insurer will indemnify the Insured in accordance with the Operative Clause for financial loss, for which the Insured may be legally liable, caused by any actual or alleged, neglect, error or omission by the Insured in the conduct or execution of their services or duties, provided in the course of the Business.

If at the time of any Occurrence giving rise to a claim under this Section, indemnity is also provided under any other insurance, this Section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

SPECIFIC EXCLUSIONS

The Insurer will not indemnify the Insured for:

1. liability arising out of any technical information or advice given in connection with the Insured's Product unless Products Liability/ Defective Workmanship is included in the Schedule;
2. liability arising out of any dishonest or malicious act or omission of the Insured or their predecessors in business;
3. liability arising out of any negligent act, error or omission in the professional services and/or duties rendered or which should have been rendered by any medical practitioner, nurse or other medical official in the full or part time service of the Insured;
4. liability arising out of the Insured's failure to meet contractual requirements relating to efficiency, output or durability unless such failure relates to an unintentional negligent act, error or omission in connection with a detailed design and/or detailed specification;
5. loss of or damage to any Property of the Insured or any financial loss sustained by the Insured arising out of the provision of professional services and/or duties by any contractor or consultant, despite anything to the contrary contained in the Indemnity to Others Clause and the Cross Liabilities Clause;
6. liability consequent upon Injury or Damage caused by or through or in connection with any design, formula, specification or advice given or treatment of a professional nature covered by any other section of this Policy;
7. fines and/or penalties and/or punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages and/or any other non-compensating damage of any kind awarded against the Insured;
8. liability arising out of wrongful arrest (including assault in connection therewith);
9. liability arising out of defamation or injuria;
10. liability arising out of the Insured's advertising and/or marketing activities;
11. liability arising out of infringement of copyright;
12. liability arising out of the Insured providing an express warranty or guarantee which increases the Insured's measure of liability;
13. liability arising out of any advisory and/or administrative services in connection with arranging finance, assurance or insurance for or on behalf of clients;
14. liability arising out of advisory and/or administrative services in connection with any pension and/or provident fund, medical aid or welfare plan;
15. liability arising directly or indirectly, resulting from the Insured acting in a capacity as a trustee, fiduciary, administrator of any pension and/or provident fund, medical aid or welfare plan or being involved in any profit sharing, share options, share incentive scheme or trust established in whole or in part for the benefit of any of the directors, officers or Employees of the Insured;
16. liability arising out of the insolvency, liquidation or judicial management of the Insured or of any party who enters into any agreement with the Insured;
17. liability in respect of financial guarantee and/or finite risk;
18. liability in respect of which the Insured is indemnified under any other insurance;
19. claims made against the Insured for the removal, repair, alteration, treatment or replacement of any Product or part thereof which is alleged to be defective or harmful in nature or which fails or may fail to perform the function for which it was manufactured, sold, supplied, installed, repaired, altered or treated;

20. liability arising out of Injury or Damage;
21. claims made against the directors and/or officers of the Insured;
22. claims made or actions instituted upon the Insured arising out of:
    a) operations located in North America or Australia;
    b) activities of the Insured within North America or Australia;
    c) principals and/or Employees of the Insured temporarily visiting North America or Australia in the course of the Business.
23. liability arising out of financial services and/or cost estimates provided by or on behalf of the Insured;
24. liability arising out of Documents, entrusted to the Insured, being lost, destroyed or damaged.

EXCESS OF LOSS SECTION (IF SPECIFIED AS INCLUDED IN THE SCHEDULE)

INDEMNITY

The Insurer will indemnify the Insured, in accordance with the Operative Clause for all Costs and Expenses and Compensation for which the Insured may be legally liable following Injury or Damage caused by or through or in connection with any event for which indemnity is provided in terms of the underlying policy as specified in the Schedule. The Insurer will only indemnify the Insured hereunder in excess of the Limit of Indemnity of the underlying policy and only after the insurer of the underlying policy has granted indemnity or has been held liable in respect of the indemnity in terms of a final judgement, award or settlement.

SPECIFIC EXCLUSIONS

The Insurer will not indemnify the Insured:

1. for the limit of indemnity of the underlying policy;
2. in respect of any of the exclusions applicable to the underlying policy;
3. in excess of any ex-gratia settlements made the Insurer of the underlying policy;
4. for any amount in excess of an extension that has a limit of indemnity less than the limit of indemnity of the underlying policy specified in the Schedule.

SPECIFIC WARRANTY

The underlying policy is warranted to be in force throughout the Period of Insurance of this Policy for not less than the limit of indemnity specified in the Schedule.

PURE FINANCIAL LOSS SECTION (IF SPECIFIED AS INCLUDED IN THE SCHEDULE)

INDEMNITY

The Insurer will indemnify the Insured, in accordance with the Operative Clause, for all Costs and Expenses and Compensation for which the Insured may be legally liable in delict for negligence other than in the provision of professional services and/or duties.

SPECIFIC EXCLUSIONS

The Insurer will not indemnify the Insured for:

1. liability arising from:
    a) Injury or Damage caused to the claimant's person or property;
    b) any act or omission involving an element of dishonesty;
    c) contract or breach of contract;
    d) patent, licence, trademark or tradename;
    e) breach of any anti-trust or monopoly legislation;
    f) defamation;
    g) misuse or misappropriation of funds;
    h) the supply, short supply or late supply of, or failure to supply any Product;
    i) the bankruptcy, insolvency, business rescue or liquidation of the Insured;
    j) any negligent misrepresentation made by the Insured or the Insured's agent or servant where such misrepresentation was made in the course of contractual negotiations or where such misrepresentation induced a contract;
2. liability to any Employee, agent or servant of the Insured who was such an Employee, agent or servant of the Insured at the time the liability was incurred or has at any time thereafter been such an Employee, agent or servant of the Insured;
3. liability to any shareholder, partner, director or other person having a financial interest in the Insured, who was such a shareholder partner, director or other person at the time when the liability was incurred or at any time thereafter;
4. liability to any legal person who is associated, affiliated or related to the Insured and who sustains a loss by virtue of or arising out of such association, affiliation or relationship;
5. liability for which the Insured is indemnified in terms of any other policy of insurance and this Policy will not be drawn into contribution with such other policy;
6. liability 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;
7. any fine or penalty or for any payment due in terms of any statute, bylaw, statutory regulation or the like;
8. liability assumed by agreement if such liability would not have attached in the absence of such agreement;
9. any trading loss or business risk;
10. liability arising out of strikes, protests or disturbances by the Insured's Employees;
11. liability arising directly or indirectly, resulting from or in any way involving the Insured in a capacity as trustee, fiduciary under law or administrator of any pension and or provident fund, or medical aid or welfare plan, profit sharing, share option, share incentive scheme or trust established in whole or in part for the benefit of any of the directors, officers or Employees of the Insured.

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