

ITOO
General Liability Insurance



INTRODUCTION

WHO IS ITOO?

ITOO Special Risks (Pty) Limited is an underwriting manager associated with Hollard, focusing on niche and specialist liability cover. Further details can be found in the disclosure document, which is part of the policy schedule (**schedule**).

WHO INSURES YOU?

The **Policy** is underwritten by The Hollard Insurance Company Limited. ITOO as an underwriting manager acts on behalf of Hollard. Further details can be found in the disclosure document.

POLICY SCHEDULE

Once the **Policy** is issued **You** will be given the schedule. The schedule sets out the specific terms applicable to the cover including which covers are applicable and at what limits and deductibles. The schedule must be read together with the **Policy**.

The **Policy** and the schedule should be read carefully to ensure all is correct and should be kept in a safe place for future reference. If **You** require further information, please contact the broker.

POLICY WORDING

The **Policy** wording details all the terms and Conditions of cover. In certain cases additional benefits, definitions, Exclusions and Conditions have been included or varied to suit the requirements of the **Business** concerned. In these cases, Endorsements are included with the **Policy** and shown on the schedule.

WHAT IS COVERED?

Please note that not all Sections and Extensions in this Policy are automatically part of the cover provided. Those Sections and Extensions that are indicated with the phrase “only if stated in the schedule to apply” need to be specifically stated as being applicable in the schedule in order for cover to apply and before they are considered part of the Policy.

CONTRACT

We agree to pay a valid claim for a covered loss if it falls within the **Policy's** terms, limits and Conditions and for a Section of the **Policy** for which cover has been provided.

However, **We** will only pay if **You** do all of the following:

- **You** pay **Us** the premium by the premium due date
- **You** give **Us** all information that materially affects the risks insured in this **Policy** and **You** have complied with **Your** duty of disclosure
- **You** keep to all the terms and Conditions of this **Policy**.

DUTY OF DISCLOSURE

You are required, before **You** enter into, renew, vary, extend or reinstate **Your Policy**, to tell **Us** everything **You** know, and that a reasonable person in the circumstances could be expected to know,

is a matter that is relevant to **Our** decision whether to insure **You**, and anyone else to be insured under this **Policy**, and if so, on what terms.

If **You** do not comply with **Your** duty of disclosure, **We** may reduce or refuse to pay a claim and **We** will have the option of voiding the **Policy** from the date when it commenced.

DISPUTE RESOLUTION

We will do everything possible to provide a quality service. However, **We** recognise that occasionally there may be some aspect of **Our** service or a decision **We** have made that **You** wish to query or draw to **Our** attention.

We have a complaints and dispute resolution procedure. Further details can be found in the disclosure document.

THE PRIVACY OF YOUR PERSONAL INFORMATION

We care about the privacy, security and online safety of **Your** personal information and **We** take **Our** responsibility to protect this information very seriously. Below is a summary of how **We** deal with **Your** personal information. For a more detailed explanation, please read **Our** official Privacy Notice on **Our** website.

- **Processing Your personal information:** **We** have to collect and process some of **Your** personal information in order to provide **You** with **Our** products and services, and also as required by insurance, tax and other legislation.
- **Sharing Your personal information:** **We** will share **Your** personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about **Your** insurance, claims and premium payments. **We** do this to assess claims, prevent fraud and to conduct surveys.
- **Protecting Your personal information:** **We** take every reasonable precaution to protect **Your** personal information (including information about **Your** activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from Us:** Please contact **Us** if **You** want to change **Your** marketing preferences. Remember that even if **You** choose not to receive marketing from **Us**, **We** will still send **You** communications about this product.

Definitions

1. **Business** means the business of the **Insured**, as more fully described in the schedule, and includes the following:
 - (a) the ownership, repair, maintenance or use of **Your** premises.
 - (b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **Your Employees**.
 - (c) the provision and management of security, fire, first aid and ambulance services.
 - (d) private manual work for any of **Your** directors, partners or senior officials carried out with **Your** consent by an **Employee**.
2. **Bodily Injury** means death, physical injury, illness or disease, loss of amenities, emotional distress or invasion of the right to one's privacy.
3. **Costs and Expenses** mean
 - (a) the reasonable costs, charges and expenses incurred by **Us** or by **You** with **Our** prior written consent for the investigation, defence, settlement or appeal of any claim made against **You** which may be the subject of an indemnity by this **Policy**. **Costs and Expenses** may include the reasonable fees, costs and expenses of an accredited expert retained through defence counsel approved by **Us** to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the assessment or defence of a claim but does not include the remuneration, cost of time or costs or overheads of any **Insured**.
 - (b) the reasonable costs, charges and expenses incurred by **Us** or by **You** for **Your** legal representation at any inquest or fatal accident inquiry which may be the subject of an indemnity by this **Policy**.
 - (c) the reasonable costs, charges and expenses incurred by **You** for immediate medical treatment, as may appear necessary for **Bodily Injury** which may be the subject of an indemnity by this **Policy** but not such expenses as are recoverable under the Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended or similar legislation in any other territory or under any other indemnity insurance effected by **You**.
4. **Deductible** means the first amount **You** must pay in respect of each **Occurrence** giving rise to a claim, as stated in the schedule, including **Costs and Expenses** or any other expenditure incurred by **Us** in the exercise of any discretion **We** may have under this **Policy**.
5. **Electromagnetic Radiation** means, but is not limited to, electrical or magnetic fields, or any combination of magnetic fields, charges, currents, signals or force of energy, radiation or electricity.
6. **Employee** means

- (a) any person under a contract of employment or apprenticeship with **You**.
- (b) labour only sub-contractors.
- (c) any self-employed person while acting in the course and scope of **Your Business**.
- (d) any person under a contract of employment or apprenticeship with another employer who is hired or seconded to **You**.
- (e) any person participating in connection with **Your Business** and at **Your Business** premises in any government or otherwise authorised work experience, training, study, exchange or similar scheme.
- (f) any voluntary workers while engaged in work for **You** in connection with **Your Business**.

7. **Geographical Limits** means that area or territory stated in the schedule to this **Policy**.

8. **Hate Speech** means the intentional publishing, advocating, propagating or communicating of anything to one or more persons in a manner that could be reasonably construed to demonstrate an intention to -

- (i) be harmful or incite harm;
- (ii) be hurtful; or
- (iii) promote or propagate hatred;

based on one or more grounds including albinism, birth, colour, culture, disability, ethnic or social origin, gender or gender identity, HIV status, language, nationality, migrant or refugee status, race, religion, sex (including intersex) or sexual orientation.

9. **Indemnity Limit** means, irrespective of the number of claims made against **You** or the number of claimants, the maximum indemnity, inclusive of damages, claimants' costs and expenses and **Costs and Expenses** and all other indemnifiable loss, payable by **Us** for each **Occurrence** under each Section inclusive of its Extensions.

The monetary value of the **Indemnity Limit** is determined with reference to the schedule or as may apply by an Endorsement to this **Policy**.

Where an annually aggregated **Indemnity Limit** applies to a Section and/or to this **Policy** as a whole, the indemnity payable by **Us** under that Section or in respect of this **Policy** inclusive of damages, claimants' costs and expenses and **Costs and Expenses** and all other indemnifiable loss shall not exceed the annually aggregated **Indemnity Limit** applicable to that Section or to the **Policy** as a whole, irrespective of the number of **Occurrences** giving rise to an indemnity under that Section or this **Policy**.

Should an **Occurrence** give rise to indemnity payments under more than one Section or its Extensions, each Section and its Extensions shall indemnify **You** not exceeding its specific **Indemnity Limit**. The cumulative limit of all indemnity payments shall not exceed the greatest **Indemnity Limit** available under any one of the applicable Sections, less any prior payments that eroded the annually aggregated **Indemnity Limit** under the applicable Section.

Should an **Indemnity Limit** be altered during the Period of Insurance, the original **Indemnity Limit** applies to all damages, claimants' costs and expenses and **Costs and Expenses** and all other indemnity arising prior to the date of the alteration.

Regardless of the premium paid for the renewal or replacement of this **Policy**, the **Indemnity Limit** does not accumulate from one Period of Insurance to the next.

The **Indemnity Limit** applies in excess of the **Deductible**.

10. Insured means

- (a) the party stated in the schedule and
- (b) at **Your** request;
 - (i) any **Subsidiary** declared to **Us**;
 - (ii) any of **Your** directors, partners, officers or **Employees** or their predecessors while acting on behalf of or in the course and scope of their employment or engagement by **You**;
 - (iii) any of **Your** officers, members or **Employees** of **Your** canteen, social, sports, welfare organisations, fire, first aid or ambulance services (but excluding medical practitioners while working in a professional capacity), in their respective capacities as such;
 - (iv) any of **Your** directors, partners or officers in respect of private manual work carried out by any of **Your Employees** for any such person, with **Your** prior consent;
 - (viii) any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by **You** but only for liability for which **You** would have been entitled to an indemnity under this **Policy** had the claim been made against **You**;
 - (ix) in the event of **Your** death or legal incompetency, **Your** estate, heirs or legal representatives,

provided that all persons, parties or entities observe, fulfil and be subject to the terms, Exclusions and Conditions of this **Policy** as though they were **You** and no greater indemnity is available to any of them than is available to **You**.

11. Mechanical Plant means mobile equipment including: 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, and servicing equipment.

12. Occurrence means an event or a series of events or a continuous or repeated exposure to circumstances having a specific and common originating cause or source arising out of the performance of the **Business**, that first began during the period after the applicable **Retroactive Date** (as recorded in the schedule) and before the expiry date of the Period of Insurance, that unexpectedly and unintentionally results in or that may reasonably be expected to result in an indemnity payment in terms of any Section of this **Policy**, and irrespective of its duration shall be deemed to be one **Occurrence**.

For the purpose of this definition and where it is not otherwise possible to ascertain the timing of **Bodily Injury**, a **Bodily Injury** shall be deemed to have happened when the claimant first consulted a qualified medical practitioner regarding the **Bodily Injury**, regardless whether correctly diagnosed at the time. If no such consultation took place, then the **Bodily Injury** is deemed to have happened when the **Insured** was first advised of the **Bodily Injury**. Similarly, where it is not otherwise possible to ascertain the timing of **Property Damage**, the **Property Damage** is deemed to have happened when first evidenced to the claimant even if the cause was unknown at that time.

13. **Pollution** means the actual, alleged or threatened emission, discharge, release, dispersal, seepage or escape and subsequent migration of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smell, fumes, odours, humidity smoke, fibres, soot or other airborne particulates; acids, alkalis, toxic chemicals, effluent; medical or other waste. 'Waste' includes, without limitation, material to be recycled, reconditioned or reclaimed.
14. **Pollution Clean-up Costs** mean reasonable and necessary costs and expenses to test for **Pollution** and its effects, and to contain, remove, detoxify, treat and remediate **Pollution** including monitoring, disposal and subsequent rehabilitation.
15. **Product** means tangible property (including packaging, containers, labelling and instructions) and advice provided in connection therewith, after having left **Your** custody or control:
 - (a) designed, specified, formulated, manufactured; or
 - (b) sold, supplied or distributed; or
 - (c) erected, repaired, serviced, altered, treated or installedby **You** or on **Your** behalf in the course of the **Business**.
16. **Property** means tangible property. It does not mean information (including electronically stored information) nor intellectual property nor intangible property rights of any kind.
17. **Property Damage** means physical damage to or loss of or destruction of **Property**, interference with servitude or other infringement of real rights.
18. **Racism** means the advocacy or expression in any manner of the belief or attitude that any person, by virtue of his or her skin colour or ethnicity, is to be treated as inferior or superior to others.
19. **Retroactive Date** means the date stated in the schedule.
20. **Subsidiary** means any company where **You** or **Your Subsidiary** controls:
 - (a) the majority of the voting rights;
 - (b) the right to appoint or remove a majority of its board of directors;
 - (a) more than half of the issued share capital or equity.
21. **Terrorism** means an act, including but not limited to an act harmful to human life, or the use of force or violence or the threat thereof by any person or group(s) of persons, whether acting

alone or on behalf of or in connection with any organisation(s) or government(s) or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

22. **Third Party** means any party who is not **Your** director, partner, officer, trustee or **Employee**.
23. **USA/Canada** means the United States of America, Canada and any territory operating under the laws of or subject to the jurisdiction of the courts of these territories.
24. **Vendor** means any seller, dealer, merchandiser or retailer who sells, supplies or distributes the **Insured's Product**.
25. **We, Us, Our** means ITOO Special Risks (Pty) Limited on behalf of The Hollard Insurance Company Limited.
26. **You or Your** means the company, institution, partnership, membership, organization, entity, named in the schedule as the **Insured**.

Indemnity Agreement

In consideration of **You** paying the premium or it being paid on **Your** behalf, and **Our** receipt of the premium or receipt on **Our** behalf, and **Your** agreement that the proposal form or any other information supplied by or on **Your** behalf is relied upon by **Us** and forms the basis of and is incorporated into this contract of insurance (this **Policy**);

We will, subject to the terms, Exclusions, Conditions, Endorsements and **Indemnity Limits** and after application of the **Deductible**, indemnify **You** for claims first made during the Period of Insurance as provided for in the various Sections of this **Policy**, arising out of the performance of the **Business**, within the **Geographical Limits**, and in accordance with the law and procedure applicable anywhere in the world but not for any claim, judgement, award, settlement or consent made within the jurisdiction of **USA/Canada** or for any order made by a court anywhere in the world to enforce either in whole or in part such claim, judgement, award, settlement or consent.

Occurrence Notification

You have the right, during the Period of Insurance or for a period not exceeding 30 days commencing on expiry of the Period of Insurance, to notify **Us** of an **Occurrence** not previously notified that happened after the applicable **Retroactive Date** and prior to expiry of the Period of Insurance. This notice must include the reasons for anticipating a claim and full particulars of dates, acts and persons involved and if accepted by **Us**, then any claim arising out of the notified circumstance will subject to all other terms, Conditions and Exclusions of this Policy, be deemed to attach to the expired Period of Insurance.

General Extensions applicable to all Sections of this Policy

1. Extended Period for Occurrence Notification (only if stated in the schedule to apply)

Should **We** refuse to offer any terms or alternative Conditions to renew this **Policy** or any Section and this **Policy** or any Section is as a consequence, neither renewed nor replaced by any other policy (or by a Section within any other policy) by **Us** or by any other insurer offering a similar indemnity, **You** may, subject to payment of an additional premium and subject to the provisos 1 to 7 below, enjoy the right for a period not exceeding 36 months commencing on expiry of the Period of Insurance to notify **Us** of an **Occurrence** that happened after the applicable **Retroactive Date** and prior to the expiry of the Period of Insurance.

The notice must include the reasons for anticipating the claim and full particulars as to dates, acts and persons involved. Any claim arising out of the notified **Occurrence**, if accepted by **Us**, will, subject to all other terms, Conditions and Exclusions of this **Policy**, be deemed to attach to the expired Period of Insurance, provided that this Extended Period for Occurrence Notification:

1. does not apply if **You** fail to pay the due additional premium or cancel or refuse to renew this **Policy** or refuse to accept alternative terms offered by **Us** or by any other **Insurer** offering similar indemnity. The offer by **Us** of alternative premiums, terms, limitations, Exclusions or **Indemnity Limit** differing from those current at expiry does not constitute a refusal by **Us** to renew;

2. does not apply if this **Policy** is terminated by **Us** by reason of **Your** failure to pay premium or failure to comply with the terms and Conditions of this **Policy**;
3. may be exercised no later than 30 days after expiry of the Period of Insurance by written request accompanied by payment of the additional premium, confirmation that this **Policy** has not been replaced, that no claims have been made against **You** and that no circumstances have become known to **You** that may give rise to a claim against **You**;
4. is immediately cancelled should alternative insurance promising similar indemnity to the indemnity afforded by this **Policy**, be obtained by **You**;
5. subject to compliance by **You** with these provisos 1 to 7 may not, once exercised by **You**, be cancelled by either party other than in circumstances contemplated in 4 above or in the event of material non-disclosure of misrepresentation by **You**;
6. is not available to and may not be exercised by any governmental official or agency or by any curator, receiver, liquidator or business rescue practitioner acting or appointed to take over **Your Business** for the operation of or for the liquidation thereof or for any other purpose;
7. does not have the effect of increasing the **Indemnity Limit**.

2. **New Activities (automatically included)**

In the event of **You** undertaking any activities not disclosed at inception of this **Policy**, whether by acquisition of any existing company or otherwise, the indemnity granted by this **Policy** extends to include these activities provided that:

- (a) new activities undertaken in the **USA/Canada** are excluded from the indemnity regardless whether known or unknown or whether disclosed to **Us**;
- (b) **You** must have advised **Us** of the new activities within 90 days of the effective date of undertaking those activities;
- (c) **We** retain the right to apply any special terms and premium as may be required in accordance with the relevant underwriting information;
- (d) claims made or circumstances happening in respect of the new activities prior to the date on which **We** were notified in accordance with sub-paragraph (b) are excluded from the indemnity regardless of whether they are known or unknown or whether they have been disclosed to **Us**.

3. **Automatic Acquisitions (automatically included)**

The indemnity granted by this **Policy** extends to include all operations including premises acquired, established or created during the Period of Insurance immediately on acquisition, establishment or creation provided that:

- (a) operations established or created in **USA/Canada** are excluded from the indemnity regardless whether known or unknown or whether disclosed to **Us**;

- (b) **You** notify **Us** in writing with full underwriting information within 90 days for new acquisitions where annual turnover is not more than 15% of **Your** last published annual turnover figure and there is no material alteration to the **Business**;
- (c) as soon as practical for new acquisitions other than those detailed in (b) above;
- (d) at the beginning of any new Period of Insurance if this is earlier than either (b) or (c) above.

Turnover for any new acquisitions must be declared in accordance with General Condition 11 (*Alteration of the Risk*).

Where the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% of the estimate provided at the beginning of the Period of Insurance, **We** retain the right to accept or deny inclusion of the new operation at the time of notification and to establish a separate premium and if appropriate, separate terms for any indemnity should the new acquisition represent a material alteration to the **Business** or risk.

4. **Joint Ventures (automatically included)**

It is understood and agreed that the indemnity provided by this **Policy** extends to include joint ventures entered into by **You** provided that:

- (a) the joint ventures are subject to a formal agreement setting out the proportionate interests of the parties to the joint venture;
- (b) **Our** liability does not exceed that proportion of any claim as represented by **Your** interest in the joint venture and on a “several” and not “joint” basis;
- (c) the indemnity granted by this **Policy** is not called into contribution with or acts as an excess layer of any other insurance effected with **Us** of this **Policy**, unless **Our** prior written agreement has been obtained.

5. **Sub-contracted Duties (automatically included)**

In the event of **You** sub-contracting any part of the activities or duties necessary to carry out the **Business**, **You** will continue to be indemnified in accordance with the terms, Exclusions, Conditions and limitations of this **Policy** provided that:

- (a) these activities or duties will only be sub-contracted to suitably qualified firms, persons or parties;
- (b) **You** have taken all reasonable steps prior to and during the continuance of the sub-contract to ensure that these firms, persons or parties have effected and will maintain adequate indemnity insurance;
- (c) **You** shall at all times retain rights of recourse against these firms, persons or parties and will give **Us** all reasonable assistance in exercising these rights.

If **We** allege that by reason of a breach of these provisions, that any loss, damage, cost or expense is not indemnified by this **Policy** the burden of proving the contrary rests upon **You**.

6. **North America Extension (only if stated in the schedule to apply)**

Notwithstanding anything to the contrary contained in this **Policy**, it is agreed that cover will be extended to include the following in respect of **USA/Canada**:

- (a) In terms of the Public Liability Section, for legal liability for damages for **Bodily Injury** or **Property Damage**, incurred by **You** or **Your Employees** whilst on **Your Business** within the **USA/Canada**, during the Period of Insurance;
- (b) In terms of the Products Liability Section, **Bodily Injury** or **Property Damage** suffered by a **Third Party** caused by the nature or condition of **Your Product** exported to or distributed within the **USA/Canada**, during the Period of Insurance;

But, provided that, at all times:

We will not indemnify **You** for any actual or alleged liability directly or indirectly caused by, relating to, arising out of or resulting from:

- 1. any judgement, award, damages or settlement first made in **USA/Canada**;
- 2. any order made anywhere in the world to enforce such judgement, award, damages or settlement first made either in whole or in part in **USA/Canada**;
- 3. judgments, awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever;
- 4. claims relating to **Pollution**.

In addition, notwithstanding anything to the contrary in the **Policy**, it is understood and agreed that **Costs and Expenses** which **We** may agree to pay from time to time, shall not be in addition to the **Indemnity Limit** applicable to this Extension, as stated in the schedule. **Our** total liability under this Extension relating to any claim or number of claims in respect of an **Occurrence** shall not exceed the **Indemnity Limit** stated in the schedule.

However, where the **Indemnity Limit** states "in the annual aggregate", **Our** total liability for all claims arising in any one Period of Insurance shall be limited to the stated amount irrespective of the number of **Occurrences** giving rise to such claims.

7. **Claims Preparation Costs (automatically included)**

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 **Indemnity Limit** stated in the schedule and provided further that the principal amount of the claim to which these costs relate exceeds or is likely to exceed the **Deductible**.

8. **Mitigation Expenditure (only if stated in the schedule to apply)**

You may incur and **We** will indemnify costs incurred by **You** whether by cash payment or goods or services supplied (referred to as **Mitigation Expenditure**) following a circumstance which on

the face of it would be the subject of indemnity by a Section of the **Policy** provided that the incurring of **Mitigation Expenditure** does not increase **Your** liability.

We will only reimburse **Mitigation Expenditure**

1. following satisfactory evidence that the circumstance warranting **Mitigation Expenditure** is indemnifiable in terms of a Section of the **Policy**;
2. following satisfactory evidence that the **Mitigation Expenditure** did not form part of an admission of liability and that, all circumstances considered, prevented or avoided the payment of indemnity greater than the **Mitigation Expenditure**;
3. if **You** secure a full discharge of all and any liabilities arising from the circumstance in exchange for payment of **Mitigation Expenditure** or can prove to **Our** satisfaction that, all circumstances considered, not obtaining such discharge would likely have provoked a claim against **You**;
4. which exceeds the **Deductible** otherwise applicable to the circumstance from which liability could have arisen;
5. if **You** advise **Us** of any **Mitigation Expenditure** before **Mitigation Expenditure** is incurred by **You** and if **We** direct, **You** shall seek legal advice and comply with the advice as to the manner in which **Mitigation Expenditure** is to be incurred by **You**. These legal costs will be deemed to be **Costs and Expenses**.

9. **Cross-Liabilities (automatically included)**

The indemnity granted by this **Policy** extends to include each party insured, if there is more than one, in the same manner and to the same extent as if a separate **Policy** had been issued to each of them, provided that **Our** total liability for all liability sustained by any or all of the **Insureds** shall not exceed the applicable **Indemnity Limit** stated in the schedule.

General Exclusions (Applicable to all Sections of this Policy)

We will not indemnify **You**:

1. **Known Circumstances and Known Claims**

- (a) for any fact, matter or circumstance
 - (i) known to **You** which at commencement of the Period of Insurance may reasonably have been expected to give rise to a claim for indemnity under any Section of this **Policy**;
 - (ii) notified or advised under any other policy;
 - (iii) that happened or is alleged to have happened prior to the applicable **Retroactive Date**.
- (b) for claims made against **You** that have been reported to any other insurer.

2. **Asbestos**

for any claim or series of claims, event, loss or losses whether actual or alleged or any actual or alleged liability howsoever arising directly or indirectly from, 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.

3. **Pollution**

- (a) for liability directly or indirectly caused by, resulting from, in connection with or arising from any **Pollution** except where the **Pollution** results from a sudden, accidental, unexpected and unintended identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance;
- (b) other than as indemnified by Section 6 (**Pollution Clean-up Costs**), for the cost of removing, nullifying or cleaning up the effects of **Pollution**.

4. **Due Care**

for or arising out of the deliberate, conscious, reckless or intentional disregard by **You** of the need to take all reasonable steps to prevent or mitigate claims.

5. **Contractual Liability limitation**

for liability, assumed by **You** under a contract or agreement, for the following contractual provisions or consequences:

- (a) fines and penalties;
- (b) contractually agreed upfront costs, set amounts or strict liability;
- (c) any circumstances that arise beyond **Your** control, or as a result of force majeure;

unless **You** would have been liable in any event regardless of these contractual provisions.

6. **Professional Services**

for liability arising out of any act, error or omission in the provision for a fee of any advice, design services, instructions or specification but this Exclusion does not apply to first aid activities.

7. **Fines Penalties and Punitive Damages**

for fines, penalties or payments due in terms of any statute, bylaw or statutory regulation, punitive (including alleged or actual constitutional damages of a punitive nature), exemplary or aggravated damages or the multiplied portion of multiple damages, demurrage (*a charge payable to the owner of a chartered ship for failing to load or discharge a ship within the agreed time*), or dead-freight (*the unused or unoccupied space in a ship which is charged for*).

8. **Cyber loss**

for Cyber Loss, which means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by, resulting from, in connection with or arising from:

- (a) the use or operation of any Computer System or Computer Network;
- (b) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- (c) access to, processing, transmission, storage or use of any Data;
- (d) inability to access, process, transmit, store or use any Data;
- (e) any threat of or any hoax relating to the above;
- (f) any error or omission or accident in respect of any Computer System, Computer Network or Data.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by **You** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

9. **Insolvency**

for liability directly or indirectly caused by, resulting from, in connection with or arising from the insolvency, liquidation (whether provisional or final), business rescue proceedings or judicial management of **You** or of any party who enters into any agreement with **You**.

10. **War and Terrorism**

for loss, damage, liability, cost or expense 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, damage, liability, cost or expense:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military rising, military or usurped power, martial law, state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege;

- (b) confiscation, nationalisation or requisition by any competent authority;
- (c) any act of **Terrorism**;
- (d) for 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 related to (a), (b) or (c) above;

If **We** allege that by reason of this General Exclusion any loss, damage, cost or expense is not indemnified by this **Policy** the burden of proving the contrary rests upon **You**.

11. **Sanctions**

- (a) for any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions 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;
- (b) where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under The Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 2004 as amended from time to time, or any similar legislation in any other territory.

12. **Nuclear Risks/Radioactive Contamination**

for loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, **in connection with or arising from**

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

For the purposes of this Exclusion, combustion includes any self-sustaining process of nuclear fission.

13. **Hazardous Chemicals**

for liability directly or indirectly caused by, resulting from, **in connection with or arising from** from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of lead, formaldehyde or polychlorinated bi-phenols or other materials, which **You** know or have reason to suspect, contains lead or formaldehyde or polychlorinated bi-phenols.

14. **Epidemic/Pandemic/Infectious Disease/ COVID-19**

notwithstanding any provision to the contrary, for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived -:

- (a) Coronavirus (COVID-19) including any mutation or variation thereof;
- (b) pandemic or epidemic, as declared as such by the World Health Organisation or any governmental authority.

15. **Fungus or Mould**

for liability directly or indirectly caused by, resulting from, in connection with or arising from any mould, toxin or fungus.

16. **Misconduct**

for liability directly or indirectly caused by, resulting from, in connection with or arising from –

- (a) molestation, assault or abuse of any kind;
- (b) wrongful or excessive discipline of any kind;
- (c) bullying or harassment of any kind.

17. **Electromagnetic Radiation**

for liability directly or indirectly caused by, resulting from, in connection with or arising from –

- (a) any type of lines or towers used to transmit electrical current of any voltage (such as power or electrical lines or towers) or used to broadcast or transmit any type of signal including, but not limited to, cellular, radio, television lines, towers or satellite stations;
- (b) any type of device which uses, produces, directs, amplifies or conducts **Electromagnetic Radiation** including, but not limited to, cellular phones, computers, electric blankets, microwave ovens, X-ray machines, range finding equipment, lasers (including laser-equipped surveying equipment), electrical transformers, antennas, satellites and radar dishes;
- (c) any type of radar including, but not limited to, radar-guided weapons systems, radar detecting weapons systems, directed energy weapons systems and high electromagnetic pulse weapons systems; and/or
- (d) any type of imaging equipment whether used for medical, ground imaging or other purposes including, but not limited to, X-ray and magnetic resonance imaging equipment and ground penetrating radar.

General Conditions (Applicable to all Sections of this Policy)

1. Interpretation

The construction, interpretation and meaning of the provisions of this **Policy** is determined in accordance with the law of and by a court of competent jurisdiction of the Republic of South Africa and **You** must comply with all requirements necessary to give the court jurisdiction and all matters arising under this **Policy** shall be determined in accordance with the law and practice of this court.

Wherever any reference is made to one gender it refers to the other genders provided the context may be read correctly. Similarly, singular may be read as plural and plural as singular.

Specific Conditions and Specific Exclusions appearing in Sections of this **Policy** will, where conflicting, override General Conditions and General Exclusions.

Each Section of this **Policy** excludes any liability indemnified more specifically by any other Section.

This **Policy** together with the schedule and any Endorsements **We** may agree to from time to time 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** bears that meaning wherever it may appear.

An Extension applies only if stated in the schedule to apply and unless specifically varied in the Extension itself, will be subject to the relevant **Indemnity Limit** and **Deductible** recorded in the schedule and is otherwise subject to the terms, Exclusions, Conditions and limitations of this **Policy**.

Where **Our** or **Your** consent is required pursuant to this **Policy**, this consent shall not be unreasonably withheld, delayed or denied.

Headings in this **Policy** are included for convenience only and do not affect its construction.

No amendment to this **Policy** shall be effective other than by way of a written Endorsement issued and signed by **Us**.

If **We** become entitled to avoid this **Policy** from inception, at renewal or from the time of any variation, **We** in **Our** sole discretion and without prejudice to any other rights **We** have, may maintain this **Policy** in full force but exclude the consequences of any claim relating to any matter which ought to have been disclosed prior to or at inception, renewal or any variation thereof.

2. Observance of Terms

You shall abide by and fulfil all terms, Conditions and Endorsements of this **Policy** insofar as they relate to anything to be done or complied with by **You**.

3. Claims Notification

It is a condition precedent to **Our** liability that **You** shall as soon as reasonably possible but in any event within 30 days

- (a) give written notice to **Us** when a claim is actually made during the Period of Insurance against **You** (whether written or oral);
- (b) advise **Us** in writing when **You** have knowledge of any impending prosecution, inquest or fatal accident.

4. **Claims Co-operation**

It is a condition precedent to **Our** liability that in respect of any circumstance notified to **Us** or any claim actually made against **You**, **You** shall:

- (a) as soon as reasonably possible provide **Us** with all particulars and information that **We** require;
- (b) immediately on receipt forward to **Us** any communication, court process or documentation or any other documents received relating to the circumstance or claim;
- (c) give to **Us** all assistance required as soon as practicable and where **We** are conducting legal proceedings, within the time limits specified by **Our** legal representatives;
- (d) make no admission of liability, payment, offer or promise of payment or agree to compromise or indemnify or waive any right of subrogation or recovery without **Our** express prior written consent.

5. **Claims Control**

We are entitled, at **Our** own discretion, to take over and conduct in **Your** name, the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claims for indemnity or damages against any other persons.

6. **Fraud**

If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf or with **Your** knowledge or consent to obtain any benefit under this **Policy** or if any event is occasioned by **Your** willful act or with **Your** connivance, the benefit afforded under this **Policy** for any such claim shall be forfeited without prejudice to **Our** other rights under this **Policy** and in law.

7. **Deductible**

The **Deductible** shall be subject to the following provisions:

- (a) Where **We** have incurred expenditure in the defence or settlement of any claim the **Deductible** shall be payable in whole or in part:
 - (i) at any stage when in respect of a claim, damages or claimants' costs and expenses or **Costs and Expenses** have been paid;
 - (ii) at the settlement or closure of any claim;
 - (iii) where at **Our** own discretion **We** require the payment.

- (b) **We** may at **Our** own discretion or where **We** are statutorily obliged to do so, pay amounts falling within the **Deductible** to effect a settlement of any claim or potential claim and upon notification that a payment has been made, **You** shall immediately reimburse **Us** for the payment.
- (c) The terms of this **Policy**, including without limitation those governing **Our** rights in relation to the conduct and defence of claims and **Your** duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the **Deductible**.

8. **Discharge of Liability**

We may at any time, at **Our** own discretion, pay to **You** the applicable **Indemnity Limit** or any lesser amount for which any claim can be settled and **We**, after the deduction of any payments already made in connection with the claim, shall not be under further liability except for the payment of **Costs and Expenses** already agreed and incurred provided that the total amount payable including such **Costs and Expenses** shall not exceed the **Indemnity Limit** and upon payment being made, **We** shall relinquish the conduct and control of and be under no further liability for such claim.

9. **Subrogation**

If any payment is to be made under this **Policy** for a claim, **We** shall be subrogated to all **Your** rights of recovery whether payment has in fact been made or **You** have been fully compensated for its actual loss.

We are entitled to pursue and enforce these rights in **Your** name and **You** shall provide **Us** with all reasonable assistance and co-operation, including the execution of any necessary documents and papers.

You shall do nothing to prejudice these rights. Any amount recovered in excess of **Our** total payment shall be paid to **You** less the cost to the **Insurer** of the recovery.

We agree not to exercise any of these rights of recovery against any **Employee** unless the claim is brought about or contributed to by the dishonest, fraudulent, intentional, criminal or malicious act or omission of the **Employee**. In **Our** sole discretion **We** may in writing, waive any of **Our** rights set out in this subrogation clause.

10. **Reasonable Precautions**

It is a condition precedent to **Our** liability under this **Policy** that **You** shall, at **Your** own expense, take all reasonable care and exercise all reasonable precautions in order to prevent, avoid or minimise any accident or loss and to maintain **Your** premises, **Property, Mechanical Plant**, vehicles and anything else used in connection with the **Business** in a good state and in fit and proper repair.

You shall make good or remedy any defect and danger which becomes apparent or take additional precautions as the circumstance may require.

In addition, **You** shall at all times comply with all statutory and provincial and municipal or other regulations governing the conduct of the **Business**.

11. **Alteration of Risk**

You shall give **Us** immediate written notice of any change or alteration which materially affects the risk insured and **We** shall not be under any obligation to indemnify **You** for any claim until **We** have agreed in writing to accept the altered risk and **You** have paid or agreed to pay any additional premium that **We** require.

12. **Offset of Premium**

We are entitled, at **Our** own discretion, to deduct from amounts due to be paid for claims admitted by **Us** under this **Policy**, any amounts owed to **Us** by **You**.

13. **Cession**

Neither this **Policy** nor any benefit, interest nor right in this **Policy** or any proceeds thereof may be ceded without **Our** prior written consent.

14. **Cancellation**

By You:

This **Policy** may be cancelled by **You**. If no **Claim** has been made or no circumstance has been notified prior to the cancellation, **We** shall retain the customary short rate proportion (expired portion) of the premium. Otherwise, the premium is not returnable and is deemed fully earned at cancellation.

By Us:

We may cancel this **Policy** by delivering to **You** at **Your** address in the schedule, written notice stating when, not less than 30 days thereafter, the cancellation is effective.

Proof of e-mail, mailing or delivery of the notice is sufficient proof of notice and this **Policy** is deemed cancelled for all **Insureds** at the date specified in the notice. **We** are entitled to a pro-rata proportion of the premium. Payment or tender of any unearned premium by **Us** is not a condition precedent to the effectiveness of the cancellation, but payment will be made as soon as is practical.

Not all Sections and Extensions in this Policy are automatically part of the cover provided. Those Sections and Extensions that are indicated accordingly need to be specifically stated as being applicable on the schedule before they are considered part of the Policy.

Section 1: Public Liability (automatically included)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses for and arising from:

- A. **Bodily injury** suffered by a **Third Party**
- B. **Property Damage** suffered by a **Third Party**

but not against claims arising out of or in connection with the nature or condition of any **Product** other than food or drink provided for consumption on **Your** premises.

Specific Exclusions applicable only to this Section

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. **Property Damage** to **Property** belonging to or in **Your** care, custody or control but this Exclusion shall not apply to:
 - (a) **Employees'** or visitors' personal effects
 - (b) **Property**, other than **Property** belonging to **You**, whilst being lifted, lowered or otherwise moved by **You** using purpose designed equipment not being a road vehicle, water-craft, aircraft or other aerial device but excluding:
 - (i) any tandem lifting operation unless conducted under the supervision of a qualified engineer or certified rigger;
 - (ii) stevedoring.
 - (c) **Property Damage** (other than for fixed property or complete or any component of mechanically propelled vehicles, trailers, watercraft of any description, aircraft or aerial devices) to **Property** temporarily in **Your** possession for work therein or for work thereon but no indemnity is granted for **Property Damage** to that part of the **Property** on which **You** are working and that arises out of such work.
2. loss of or damage to or arising from the ownership, possession or use by or on **Your** behalf or by an **Employee** of any mechanically propelled vehicle or attached trailer but this Exclusion does not apply to liability:
 - (a) caused by the loading or unloading of any such vehicle or trailer arising beyond the limits of any carriageway or thoroughfare;
 - (b) caused by **Your** use of any self-propelled **Mechanical Plant**;

- (c) caused by any machinery or apparatus attached to any such vehicle or attached trailer whilst used as a tool of trade;
 - (d) arising through or in connection with the moving of any mechanically propelled vehicle or attached trailer (not being the **Property** of or leased, rented or hired by **You**) or by any **Employee** or person acting on **Your** behalf, provided that the moving of the vehicle or trailer is undertaken to facilitate the carrying on of the **Business** on **Your** premises;
 - (e) for damage to any bridge, weigh-bridge, road or anything beneath caused by the weight of any mechanically propelled vehicle or attached trailer or of the load carried thereon.
3. loss of or damage to or arising from the ownership, possession or use of any aircraft or other aerial device, hovercraft, watercraft or offshore installation but this Exclusion does not apply to liability caused by:
- (a) the ownership, possession or use of watercraft not exceeding 15.25 metres in overall length and for inland use or coastal navigation not exceeding 1 nautical mile from the shore line;
 - (b) the use, except for racing or trials, by **You** for business entertainment purposes of watercraft not owned by **You** and not exceeding 25 metres in overall length
- provided that **You** are not entitled to an indemnity under any other insurance;
- 4. the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad by **You** or on **Your** behalf, other than airstrips and helicopter pads which do not have Air Traffic Control;
 - 5. the cost of repair, inspection, alteration, correction or replacement or making good any defective workmanship or materials or any defect in any of **Your Products**;
 - 6. loss of **Property** or **Property Damage** caused by dewatering operations or by the removal or weakening of or interference with support to **Property**.
 - 7. **Bodily Injury** sustained by any **Employee** where such **Bodily Injury** arises from and in the course of employment.

Extensions applicable only to this Section

Subject to the Indemnity Agreement, terms, Exclusions and Conditions of this **Policy**, this Section indemnifies:

- 1. **Damage to Leased or Rented Premises (automatically included)**
notwithstanding Specific Exclusion 1 of this Section (*which excludes **Property** belonging to or in **Your** care, custody and control*), **You** against legal liability for damages for accidental loss of or damage to premises (including fixtures or fittings) leased or hired by or rented to **You** under a written contract or agreement.
- 2. **Overseas Personal Liability (automatically included)**
You and if **You** so request any

- (a) of **Your** directors or partners
- (b) **Employee**
- (c) spouse, partner or dependent of the persons stated in (a) or (b) above who are accompanying such persons

against legal liability for damages for **Bodily Injury** or **Property Damage**, incurred in a personal capacity by such individuals while temporarily on **Your Business** outside their normal country of residence during the Period of Insurance provided that this Extension will not indemnify liability

- (i) in respect of **USA/Canada**;
- (ii) arising out of the ownership or occupation of land or buildings;
- (iii) where indemnity is provided by any other insurance;
- (iii) arising out of the ownership possession or use by or on behalf of such persons of any mechanically propelled vehicle including any trailer or apparatus attached thereto and any vessel or craft made or intended to be airborne or waterborne.

3. **Liability by Agreement under Contracts with Rail Service Providers and Government Departments (automatically included)**

You against legal liability for damages for **Bodily Injury** or **Property Damage** assumed by **You** under a contract entered into with any rail service provider, government or government department, provincial administration, municipality or similar body covering the use of railway sidings or a cartage (hazardous premises) agreement or an agreement of a similar nature.

4. **Exhibitor's Liability (automatically included)**

You against legal liability for damages for and arising out of **Bodily Injury** or **Property Damage** caused by the erection or dismantling and operation of a stand at an exhibition venue including transportation of materials and items for incorporation therein and subsequent return.

5. **Removal of Support (only if stated in the schedule to apply)**

You, notwithstanding Specific Exclusion 6 of this Section (*which excludes interference, weakening or removal of support to **Property***), against legal liability for damages for accidental **Bodily Injury** or **Property Damage** caused by dewatering or the removal of or weakening of or interference with support to land or **Property** adjacent to any of **Your** contracts, works or premises. Provided always that the indemnity granted shall only apply for claims for or arising out of the wrongful acts of any of **Your** contractors or sub-contractors in the carrying out of the erection or installation of the contract works.

6. **Loss of Documents (only if stated in the schedule to apply)**

You, notwithstanding Specific Exclusion 1 of this Section (*which excludes **Property** belonging to or in **Your** care, custody and control*), for legal liability for costs and expenses to replace or restore Documents where these Documents have been destroyed, lost, mislaid or damaged by **You** to the extent that they cannot be used or after diligent search, cannot be found provided that:

- (a) the amount of any claim for replacement or restoration must be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by **Us**.
- (b) no liability shall attach for any loss brought about or contributed to by the dishonesty of any of **Your** directors, partners or **Employees**.

Documents mean written or printed deeds, agreements, maps, plans, patterns, records, written or printed books, letters, certificates or written or printed documents and forms of any nature whatsoever, entrusted to **You** which are supposed or believed to be in **Your** hands or in the hands of any other party to whom these documents have been entrusted, lodged or deposited by **You** and used in the ordinary course of **Your Business**, but excluding any bearer bonds or coupons, bank or currency notes or other negotiable paper. Documents do not include computer operating and software programs, electronic information stored, used or created on or transmitted to or from computer systems.

7. **Security Firms (automatically included)**

You, if in terms of a contract with a security firm engaged to protect **Your Property** or persons in the course of **Your Business**, become legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then **You** are indemnified to the extent that an indemnity would have been granted under Section 1 (*Public Liability*) as if these employees been under a contract of service to **You** and not the security firm, but not exceeding the **Indemnity Limit** stated in the schedule. If, at the time of an **Occurrence** giving rise to a claim under this **Policy**, the security firm is entitled to an indemnity under any other policy for the same **Occurrence**, then **We** will not be liable to make any payment except for any amount above the amount payable under that policy.

8. **Care, Custody or Control (only if stated in the schedule to apply)**

You, notwithstanding Specific Exclusion 1 of this Section (*which excludes Property belonging to or in Your care, custody or control*), for legal liability for damages and claimants' costs and expenses for and arising from **Property Damage** (other than in respect of fixed property, any component of or complete mechanically propelled vehicles, trailers, watercraft of any description, aircraft and aerial devices) whilst in **Your** care, custody or control for storage and incidental to and while work is being performed on the **Property** but excluding any **Property Damage** whatsoever arising directly from the nature of the work itself.

9. **Spread of Fire (automatically included)**

You, in accordance with the Indemnity Agreement for claims for and/or arising out of **Bodily Injury** or **Property Damage** arising out of or attributable to damage caused by spread of fire, provided that:

- (a) **We** shall not indemnify **You** for liability arising out of **Bodily Injury** or **Property Damage** resulting from of or attributable to damage to plantations, forests or sugar cane.

It is a condition precedent to liability that, at the time of an **Occurrence** giving rise to a claim, **You** have complied with all requirements contained in the National Veld and Forest Fire Act No. 101 of 1998 (as amended) or similar legislation in any other territory.

10. **Sudden & Accidental Pollution (automatically included)**

You, against legal liability for damages arising out of **Bodily Injury** or **Property Damage** arising out of **Pollution**, but only to the extent that the **You** can demonstrate that the **Pollution**:

- (a) was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;
- (b) was not the direct result of **You** failing to take reasonable precautions to prevent such **Pollution**.

Provided that liability for and/or arising out of:

- (a) damage to premises presently or at any time previously owned or tenanted by **You**;
- (b) damage to land or water within the boundaries of any land or premises presently or at any time previously owned or leased by **You** or otherwise in **Your** care, custody or control;

is not covered.

11. **Contractors Liability (automatically included)**

You, in accordance with the Indemnity Agreement for all sums for which **You** shall become legally liable to pay in connection with any claim or claims arising from **Bodily Injury** or **Property Damage**, arising out of or in connection with any construction works undertaken by **You** or on **Your** behalf at a construction site.

Provided that liability for and/or arising out of:

- (a) **Property Damage**, for which indemnity is provided in terms of a Contract Works policy (*the Works themselves and any **Property** in the care custody and control of the **Insured***) whether insured or not;
- (b) the intentional removal of support of any **Property**;
- (c) **Property Damage**, in respect of **Property** on which **You** are working to the extent that such loss or **Property Damage** results directly from the work, provided that this exception is limited to that work which is defective in workmanship, materials and which is the cause of the loss of **Property** or **Property Damage**;

is not covered.

12. **Motor Excess of Loss (only if stated in the schedule to apply)**

You, notwithstanding Specific Exception 2 (*excluding loss or damage caused by the ownership possession or use of a mechanically propelled vehicle*) applicable to this Section 1 (*Public Liability*), for claims for and/or arising out of **Bodily Injury** or **Property Damage** of any amounts in excess of the limit of indemnity under any valid and collectible motor insurance policy issued to indemnify **You** against legal liability for **Bodily Injury** or **Property Damage** resulting from an **Occurrence** in connection with the **Business**, provided that **We** shall not be liable to indemnify:

- (a) **You** for any amount collectible under any valid motor insurance policy, the limit of indemnity of which must be not less than R2,500,000 in respect of any one insured event under that policy;
- (b) **You** for the first R2,500,000 in respect of any one **Occurrence** if no valid and collectible motor insurance policy is effected by **You** or on **Your** behalf for such legal liability;
- (c) **You** for legal liability arising in connection with the **Business** of any joint venture or consortium to which **You** are a party;
- (d) **You** for the amount of any self-insured excess or deductible under any valid and collectible motor insurance policy;
- (e) **You** for legal liability incurred by **You** by virtue of the possession or use without **Your** permission of any motor vehicle owned by **You** or in **Your** custody or control;
- (f) **You** until the insurer of the underlying motor liability insurance has paid or has admitted liability or has been held liable to pay the full amount of their indemnity.

13. **Contingent Plant Hire (only if stated in the schedule to apply)**

You, in accordance with the Indemnity Agreement for all sums for which **You** shall become legally liable to pay, in the event of **You** inadvertently failing to purchase insurance in terms of the specific Plant All Risks / Plant Hire Policy arising out of loss of or damage to such hired-in plant.

This Section does not cover liability arising out of:

- (a) conditions of hire more onerous than those imposed by the standard hire agreement of the Contractors Plant Hire Association or similar agreement;
- (b) the confiscation or nationalisation or requisition or destruction of **Property** or other **Property Damage** by or under the order of any government, public or local authority.

14. **Breakout of Wild Animals (only if stated in the schedule to apply)**

You, against all sums for which **You** shall become legally liable to pay as damages, including the costs and expenses of recovering and relocating animals to **Your** original premises or **Property** from which they broke out consequent upon:

- (a) accidental **Bodily Injury** to any person
- (b) accidental **Property Damage**

arising from animals breaking out of the perimeter fence of **Your** premises or **Property**.

Section 2: Product Liability and Defective Workmanship (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses for and arising from:

1. Product Liability

Bodily Injury or **Property Damage** suffered by a **Third Party** caused by the nature or condition of **Your Product**;

Including -

Defective Workmanship

for **Property Damage** (other than fixed property, vehicles, watercraft of any description, aircraft or aerial devices) suffered by a **Third Party** caused by a defect or error in or omission from work performed by **You** on the **Property** that arose directly from the work but only for **Property Damage** that occurred after the completion and handing over of the work and excluding any **Property Damage** to that part of the **Property** on which **You** have worked.

Specific Exclusions applicable only to this Section

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

- (a) any **Product** exported directly or indirectly to **USA/Canada**.
- (b) any **Product** that is used on, incorporated into or onto any aircraft or aerial device or is used to control the navigation or safety of any aircraft or aerial device.
- (c) the failure of a **Product** or any part thereof, to fulfil the purpose for which it was intended or to perform as specified, warranted or guaranteed but this Exclusion does not apply to consequent **Bodily Injury** or **Property Damage**.
- (d) the cost of recalling, removing, repairing, replacing, reinstating or the reduction in value of any **Product**, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

2. Vendor's Liability (automatically included)

The indemnity granted by this Section includes any **Vendor** as an **Insured** but only against legal liability for damages for **Bodily Injury** or **Property Damage** arising out of the distribution or sale of the **Insured's Product** provided that no greater indemnity is available to the **Vendor** than is available to **You** and provided that indemnity shall not apply to liability:

- (a) assumed by the **Vendor** under a contract or agreement which would not have attached in the absence of the contract or agreement;
- (b) arising under any express warranty not authorised by **You**;

- (c) arising out of any physical or chemical change in **Your Product** made intentionally by the **Vendor**;
- (d) arising out of repackaging of **Your Product** unless solely for the purpose of inspection testing, demonstration or the substitution of parts under instructions from **You** before re-packaging in the original container;
- (e) arising out of any failure to make such inspections, adjustments, tests or servicing as the **Vendor** has agreed to make or normally undertakes to make in the usual course of the **Business** in connection with the distribution or sale of **Your Product**;
- (f) arising out of demonstration, service or repair operations other than operations performed at the **Vendor's** premises in connection with the sale of **Your Product**;
- (g) arising from **Your Products** which have been labelled or re-labelled or used as a container, part or ingredient of any other thing or substance by or for the **Vendor**.

This Extension shall not apply to any person or organisation from whom **You** have obtained the **Product** or any ingredient, part or container of the **Product**.

3. **Product Inefficacy (only if stated in the schedule to apply)**

We will indemnify **You** in accordance with the Indemnity Agreement 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 **Property** (other than **Your Products**) being:

- (a) rendered of less value;
- (b) rendered incapable of full commercial benefit;

alleged (other than by **You**) 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.

Section 3: Employers' Liability (only if stated in the schedule to apply) and only applicable to South African Employees

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses for and arising from **Bodily Injury** sustained by an **Employee** in the course of employment by **You**.

Specific Exclusions applicable only to this Section

We will not indemnify **You** under this Section (including in respect of any Extensions) against liability directly or indirectly caused by, resulting from, in connection with or arising from

1. **Gradual Impairment**

disease (including but not limited to asbestosis, mesothelioma and silicosis), illness or impairment attributable, contributed to or precipitated by acute, prolonged or repeated exposure to substances of any description, factors or circumstances peculiar to an industry or specific to any employment or working environment.

2. **Contractual Liability**

assumed by **You** under a contract or agreement.

3. **Statutory Compensation**

any compensation, benefit or claim as falls within or exceeds the scope of any workmen's compensation, unemployment compensation or disability benefits legislation or any similar law or regulation that entitles an **Employee** (including dependants) to receive any benefit, allowance, pension or annuity. This Exclusion applies notwithstanding that insurance required by such legislation is not in force or has not been effected.

4. **Emotional Distress**

notwithstanding the definition of **Bodily Injury**, emotional distress, nervous shock, mental anguish or mental illness unaccompanied by actual physical injury, illness or disease.

5. **Hate Speech**

Hate Speech or any allegations of **Hate Speech**.

6. **Racism**

Racism or any allegations of **Racism**.

7. **Defamation**

any claim involving defamation.

Extensions applicable only to this Section

Subject to the Indemnity Agreement, terms, Exclusions and Conditions of this **Policy**, this Section indemnifies

1. **Employee to Employee Liability (automatically included)**

Bodily Injury claims made by one **Employee** against another **Employee** provided:

- (a) the **Bodily Injury** arises solely during and in the course of his or her employment;
- (b) no indemnity will apply where either **Employee** is under the influence of intoxicating drugs or alcohol when the **Bodily Injury** is caused;
- (c) no indemnity will apply for **Bodily Injury** resulting from the discharge of a firearm;
- (d) no indemnity will apply for liability arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it shall be named;
- (e) no indemnity will apply where there is collusion between **Employees** or they are involved in fraudulent activities.

Section 4: Statutory Legal Defence Costs (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for reasonable costs, charges, fees (including but not limited to legal fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of **Your** directors, officers or **Employees** or of any **Subsidiary**) incurred by **You** or at **Your** request by any of **Your** directors, partners (where the **Insured** is a partnership) or **Employees** for the defence of a prosecution (including an appeal against a conviction) for a breach of a statute enacted within South Africa, committed or alleged to have been committed during the Period of Insurance in the course of the **Business**, provided that:

1. the prosecution arises out of a circumstance which is the subject of a Section of this **Policy**;
2. **We** will not be liable for fines or penalties of any kind;
3. **You** are not entitled to indemnity under any other policy or any other Section of this **Policy**;
4. the proceedings are not consequent upon any deliberate act or omission by:
 - (a) **You**;
 - (b) any of **Your** directors or partners;
 - (c) any **Employee** with any specific responsibility for compliance with that legislation that forms the subject matter of the prosecution.

Section 5: Wrongful Arrest and Defamation (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses for and arising from

1. **Wrongful Arrest**

Bodily Injury and loss of or damage to the victim's personal effects arising out of wrongful arrest, including assault in connection with the wrongful arrest.

2. **Defamation**

Defamatory statements whether written or oral made by **You**.

Specific Exclusion applicable only to this Section

We will not indemnify **You** under this Section for liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. any actual or any alleged unfair labour practice as contemplated by the Labour Relations Act 66 of 1995, as amended or substituted from time to time or any similar legislation in any other territory;
2. liability incurred by an **Insured** whose **Business** is advertising, broadcasting, publishing or telecasting;
3. liability arising from material, which to **Your** knowledge is false or likely to result in a claim for defamation;
4. **Hate Speech** or any allegations of **Hate Speech**;
5. any claim made by **You** against another **Insured**;
6. the costs of withdrawal and/or amendment of any publication;
7. liability arising from any form of social media including but not limited to Twitter, Facebook or Instagram;
8. **Racism** or any allegations of **Racism**.

Section 6: Pollution Clean-up Costs (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for **Pollution Clean-up Costs** incurred by **You** with **Our** prior written consent in response to sudden, accidental, unexpected and unintended **Pollution** that takes place in its entirety at a specific identifiable time and place during the Period of Insurance, provided that **You** have a legal obligation to avoid or mitigate the effects of the **Pollution**.

Specific Definitions applicable only to this Section

1. **Underground Storage Tanks** means any one or a combination of tanks or vessels that have 10% or more of their volume below the surface of the ground in which they are installed and includes the tanks or vessels themselves, connected underground piping, underground ancillary equipment and containment systems.
2. **Waste Disposal Activity** means the importation and exportation of; the generation of including the undertaking of any activity or process that is likely to result in the generation of; the accumulation and storage of; the collection and handling of; the reduction, re-use, recycling and recovery of; the trading in; the transportation of and the transfer, treatment, depositing, placement, abandonment, dumping and disposal of wastes.

Specific Exclusions applicable only to this Section

This Section will not indemnify liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. **Pollution Clean-up Costs** on any **Property** after its sale, abandonment or by any other process of alienation or after such **Property** had been condemned or where **You** had relinquished management control or terminated a lease on the **Property** prior to the start of the Period of Insurance.
2. **Pollution Clean-up Costs** arising from **Pollution** from **Underground Storage Tanks**.
3. **Pollution Clean-up Costs** arising from **Pollution** by any **Waste Disposal Activity** where the **Waste Disposal Activity** forms the principle **Business** activity of **You**.
4. **Pollution Clean-up Costs** arising from the ownership, possession or operation by or on **Your** behalf of aircraft or any mechanically propelled vehicle or watercraft.

Section 7: Advertising Liability (automatically included)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses for and arising from inadvertent:

- A. infringement of copyright, title or slogan
- B. piracy or idea misappropriation under an implied contract
- C. defamation
- D. invasion of right of privacy

committed or alleged to have been committed in any advertising or publicity article, broadcast or telecast arising out of **Your** advertising activities.

Specific Exclusions applicable only to Section

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. the failure of performance of a contract but this does not apply to the unauthorised appropriation of an idea based upon alleged breach of an implied contract;
2. infringement of trademark, service mark or trade name, titles or slogans by use in connection with goods, **Products** or services sold, offered for sale or advertised;
3. incorrect description or mistake in the advertised price of goods, services sold, offered for sale or advertised;
4. the failure of goods, **Products** or services to conform with advertised quality or performance;
5. malicious falsehood made by or at the direction of **You** with **Your** knowledge of the falsehood;
6. an offence committed by an **Insured** whose **Business** is principally advertising, broadcasting , publishing or telecasting;
7. **Hate Speech** or any allegations of **Hate Speech**;
8. **Racism** or any allegations of **Racism**.

**Section 8: Warehousemans' Liability
(only if stated in the schedule to apply)**

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for:

A. Full Liability Cover:

damages and claimant's costs and expenses for loss of **Property** or **Property Damage** in respect of **Property** held in **Your** custody and control in **Your** capacity as warehouseman where **Your** standard warehousing conditions or other similar contractual conditions formally entered into between **You**, the owner of the **Property** and any other party involved in the warehousing contract, fail to hold **You** harmless;

Or,

B. Consequential Loss:

financial loss and claimants' costs and expenses consequent upon the loss of **Property** or **Property Damage** in respect of **Property** held in **Your** custody and control in **Your** capacity as warehouseman where **Your** standard warehousing conditions or other similar contractual conditions formally entered into between **You**, the owner of the **Property** and any other party involved in the warehousing contract, fail to hold **You** harmless. It is expressly understood and agreed that no indemnity is provided by this Section for the cost of repair of or for the replacement of goods lost, damaged or destroyed.

It is understood and agreed that any indemnity afforded applies only as excess indemnity over and above any other valid and collectible insurance that **You** may enjoy.

Specific Exclusions applicable to A and B

We will not indemnify **You** under these Sections against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. loss of **Property** or **Property Damage** in respect of **Property** which is leased, let, rented, hired or lent to **You**;
2. the ownership, possession, custody, control or use by or on behalf of **You** of any vehicle;
3. loss of **Property** directly or indirectly due to the dishonesty of **Your Employees** or persons to whom **Property** in **Your** custody and control is entrusted;
4. the wilful conversion or wilful or wrongful secretion or the willful illegal sale of **Property** in **Your** custody and control;
5. **Property Damage** as a result of mechanical or electrical derangement or by change in temperature;
6. 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;

7. loss of or damage to furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
8. loss of **Property** or **Property 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 or **Property Damage** sustained due to or resulting directly or indirectly from any repairing, restoration or retouching process;
9. **Property Damage** to **Property** not being warehoused by **You**.

Specific Exclusion applicable only to Section A only

We will not indemnify **You** under this Section for loss of any kind consequent upon but not restricted to delay, loss of market or of marketing opportunity, depreciation or deterioration.

Condition precedent

It is a condition precedent to **Our** liability under this Section that

- (a) should a claim arise for **Property** accepted by **You** for storage prior to the inception date of this Section, the onus is on **You** to prove that any loss of **Property** or **Property Damage** occurred after that inception date.
- (b) **You** shall effect in **Your** name and for full value a first party material damage insurance covering the perils of fire, explosion, storm, flood, riot, strike, malicious **Property Damage** and theft.

Section 9: Carriers' Liability (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement against **Your** legal liability for claims first made against **You** during the Period of Insurance for **Your** legal liability for:

A. Full Liability Cover:

damages and claimants' costs and expenses for loss of or damage to goods or merchandise (whether containerised or otherwise) in **Your** custody and control arising in the course of the carriage, loading, off-loading or discharge thereof by **You** where **Your** standard conditions of carriage or other similar contractual conditions formally entered into between **You**, the consignor and any other party involved in the contract of carry, fail to hold **You** harmless;

Or,

B. Consequential Loss:

financial loss and claimants' costs and expenses consequent upon the loss of or damage to goods or merchandise (whether containerised or otherwise) in **Your** custody and control arising in the course of the carriage, loading, off-loading or discharge thereof by **You** where **Your** standard conditions of carriage or other similar contractual conditions formally entered into between **You**, the consignor and any other party involved in the contract of carry, fail to hold **You** harmless. It is expressly understood and agreed that no indemnity is provided by this Section for the cost of repair or for the replacement of goods lost, damaged or destroyed.

It is understood and agreed that any indemnity afforded applies only as excess indemnity over and above any other valid and collectible insurance that **You** may enjoy.

Specific Exclusions applicable to A and B

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. loss of or damage to goods or merchandise or any other **Property** leased, let, rented, hired or lent to **You**;
2. the ownership, possession or use by or on **Your** behalf of any vehicle;
3. loss of goods or merchandise or any other **Property** due to the dishonesty of **Your Employees** or persons to whom **Property** in **Your** custody and control is entrusted;
4. the wilful conversion or wilful or wrongful secretion or the willful illegal sale of goods or merchandise or any other **Property** in **Your** custody and control;
5. damage to goods or merchandise or any other **Property Damage** caused by by mechanical or electrical derangement or by change in temperature;
6. damage to or destruction of account bills, currency, deeds, evidences of debt, money, notes or securities in **Your** custody and control;
7. loss of or damage to furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;

8. **Property Damage** of goods or merchandise or any other **Property** not being carried, loaded or off-loaded by **You**;
9. marine and aviation transits.

Specific Exclusion applicable only to Section A only

We will not indemnify **You** under this Section against liability for loss of any kind consequent upon but not restricted to delay, loss of market or of marketing opportunity, depreciation or deterioration.

Condition Precedent

It is a condition precedent to **Our** liability under this Section that:

- (a) should a claim arise for goods or merchandise or any other **Property** accepted by **You** for carriage prior to the inception date of this Section, the onus is on **You** to prove that any loss of or damage to the goods or merchandise or any other **Property Damage** occurred subsequent to that inception date.
- (b) **You** shall effect in **Your** name and for full value a first party all risks of transit insurance.

Section 10: Pure Economic Loss (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for **Pure Economic Loss** and claimants' costs and expenses for and arising from **Your** negligent act, error or omission but not against claims arising out of or in connection with the provision of **Professional Services or Duties**.

Specific Definitions applicable only to this Section:

1. **Professional Services or Duties** means advice given or failure to give advice that ought to have been given, action taken or the failure to take action that ought to have been taken or work performed or the omission to perform work that ought to have been performed by **You** when carrying out functions in any capacity involving special skill or knowledge.
2. **Pure Economic Loss** means financial loss without the initial trigger of **Bodily Injury** or **Property Damage**.

Specific Exclusions applicable only to this Section

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. **Bodily Injury** or **Property Damage**;
2. where an element of dishonesty is involved;
3. any agreement or contract or by breach of contract or agreement;
4. breach of copyright, patent, licence, trademark or tradename or by infringement of any intellectual property rights;
5. libel, slander, defamation or malicious falsehood;
6. the nature or condition of, the costs incurred in the repair, reconditioning, modification 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;
7. **Pollution** or **Pollution Clean-up Costs**;
8. any shareholder, partner, director, **Employee** or other person having a financial interest in **Your Business** at the time when the liability was incurred or thereafter;
9. any legal entity associated, affiliated or related to **You** and who sustains a loss by virtue of or arising out of such association, affiliation or relationship;
10. a decision made by **You** in the course of **Business** for the purpose of making a profit or gaining an economic advantage;
11. misrepresentation made by **You** where the misrepresentation induced a contract;
12. strikes, riots, protests or disturbances;

13. confiscation, nationalisation, requisition, reclamation or redistribution of moveable or immovable **Property** for any reason whatsoever;
14. failure of fulfilment of contractual obligations or non-performance;
15. failure to observe time limits, due dates, estimates and quotations;
16. activities in connection with money, credit, insurance, **Property**, leasing or similar transactions, through payment procedures of any kind, through cash management and through dishonesty and embezzlement;
17. copyright or patent infringement;
18. activities in connection with data processing;
19. activities as a planner, adviser, construction or assembly manager;
20. claims against the directors or officers of any company;
21. any claim or series of claims whether actual or alleged howsoever arising in connection with or based upon or arising from 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 No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which **Your** liability arose;
22. failure to supply power or electricity;
23. punitive and /or exemplary damages and/or aggravated damages.

Section 11: Errors and Omissions Liability (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses as a direct result of any negligent act, error or omission in the conduct of **Your Professional Services or Duties**.

For purposes of this Section only, **Professional Services or Duties** means advice given, failure to give advice that ought to have been given, action taken or the failure to take action that ought to have been taken or work performed or the omission to perform work that ought to have been performed by **You** when carrying out functions in any capacity involving special skill or knowledge.

Specific Exclusions applicable only to this Section:

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. **Bodily Injury** or by **Property Damage**;
2. the ownership, possession, leasing or use of any **Property** or intangible property;
3. any advisory and administrative services in connection with assurance, insurance, provident funds, employee funds, medical aid or financial advisory services, joint ventures, sports, social and recreational clubs and societies or in connection with arranging of finance for or on behalf of clients;
4. while acting in a capacity as a director or officer of any company;
5. in terms of liquidated damages clauses, penalty clauses or the giving by **You** of any performance warranty or guarantee which increases **Your** measure of liability or **Your** failure to meet contractual requirements relating to efficiency, output or durability;
6. any negligent act, error or omission in respect of **Professional Services or Duties** rendered or which should have been rendered by any medical practitioner, nurse or other medical official in **Your** full or part time service;
7. any dishonest or malicious act or omission;
8. 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;
9. the wrongful dismissal of an **Employee**;
10. defamation, invasion of the right to privacy or to publicity, piracy, infringement of patent, copyright or any other intellectual property rights and misappropriation of idea under an implied contract whether in the course of **Your** advertising activities or otherwise.

Section 12: Incidental Medical Malpractice (First Aid Only)
(only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses as a direct result of **Bodily Injury** sustained by any patient caused by or alleged to be caused by **Medical Malpractice**.

Specific Exclusions applicable only to this Section:

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. any criminal act or any act committed while in violation of any law;
2. services rendered while under the influence of intoxicants or narcotics;
3. services rendered in exchange for a fee;
4. due to any dishonest or malicious act or omission committed by **You** or any persons acting on **Your** behalf;
5. where assumed under a specific term of a contract or agreement which would not have existed in the absence of such specific term;
6. pharmaceutical or prosthesis tests or trials;
7. any specialist surgery or treatment including but not limited to jneuro, bariatric and plastic surgery, anaesthetics, gynaecology, orthopaedics, obstetrics and the health care or treatment of minors;
8. the failure to diagnose or incorrect diagnosis of any medical condition;
9. blood and human tissue banks.

Specific Definition applicable only to this Section:

Medical Malpractice means 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 employment.

Section 13: Gratuitous Negligent Advice (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses arising out of incorrect or inadequate advice or information of a technical nature given in the promotion of **Your** services in the course of the **Business**, but not where such advice or information:

1. is given in exchange for a fee or other valuable consideration;
2. is an essential part of a revenue earning activity of **You**.

Specific Exclusions applicable only to this Section:

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. the arranging of finance or the provision of financial estimates by or on **Your** behalf;
2. defamation or disparagement of a competitor's product, service or advice;
3. penalty clauses or performance warranties;
4. advice given in connection with **Your Product**;
5. any advisory and administrative services in connection with the provision or maintenance of financial services for or on behalf of clients including, without limitation, assurance, insurance, pension and provident funds and medical aid benefits;
6. **Bodily Injury or Property Damage**;
7. advice or services given or which ought to have been given by any medical practitioner, nurse or other medical official in **Your** full or part time service.

Section 14: Security Services Liability (only in respect of security companies and if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses for and arising from:

- A. **Bodily Injury** arising out of **Security Services** whilst **Security Personnel** are carrying out their duties under the provisions of the **Standard Conditions of Contract**;
- B. **Property Damage** on or in the vicinity of the **Security Site** and in **Your** care, custody or control or which would, but for **Your** failure to provide the necessary **Security Personnel**, have been in **Your** care, custody or control;
- C. wrongful arrest of persons whilst **Security Personnel** are carrying out their duties under the provisions of the **Standard Conditions of Contract** arising out of **Security Services**.

Specific Definitions applicable only to this Section:

- 1. **Money** means cash, bank, currency notes and bullion, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers, policies or other instruments of a negotiable nature, jewellery, precious stones or minerals.
- 2. **PSIRA** means the Private Security Industry Regulatory Authority and any other statutory board established for the regulation of security providers in terms of **Security Legislation** or any similar legislation in any other territory.
- 3. **Security Legislation** means all current legislation and regulations governing the registration and conduct of security providers, as amended from time to time.
- 4. **Security Personnel** means all **Employees** of the **Insured** who are registered in accordance with relevant **Security Legislation**.
- 5. **Security Services** means the provision of **Security Personnel** for the purposes of any or all of the following:
 - (a) static guards and dogs at domestic, commercial and industrial premises - **Guarding Services**;
 - (b) control of access to and exit from domestic, commercial and industrial premises - **Access Control Services**;
 - (c) the inspection and confirmation of goods leaving commercial and industrial premises - **Despatch Services**;
 - (d) the monitoring of and response to the activation of alarm systems - **Monitoring and Response Services**;
 - (e) contracts solely for the protection of specified persons - **VIP/Close Protection Services**;
 - (f) contracts for general security, **Access Control Services**, parking, crowd control and **VIP/Close Protection Services** for individual exhibitions, sports meetings, concerts, conferences and events of a similar nature - **Special Event Security Services**.

6. **Security Site** means the premises defined in the **Standard Conditions of Contract** or other premises which are identifiable by means of the applicable schedule of services. For the purpose of **Monitoring and Response Services** the **Security Site** means:
 - (a) those premises which form the subject of the **Standard Conditions of Contract**;
 - (b) other premises inadvertently and in good faith attended by **You** in response to any alarms at the premises under 5 (d) (**Monitoring and Response Services**).
7. **Standard Conditions of Contract** means the standard conditions of contract used by **You** in the ordinary course of **Your Business**.

Special Provisions applicable only to this Section:

Special Provisions 1 to 4 below are Conditions precedent to **Our** liability to provide indemnity under this Section. Breach of these Conditions entitles **Us** to avoid liability under this Section:

1. **Keys**

You shall take all reasonable steps to ensure that all keys on the **Security Site** (other than keys left with the **Security Personnel** for access to the premises or parts thereof for the purposes of carrying out their duties) are locked away and inaccessible to the **Security Personnel** and all keys to all vehicles on the **Security Site** are locked away and inaccessible to **Security Personnel**.

2. **Motor Vehicle Showrooms and Car Lots**

You shall take all reasonable steps to ensure that, where the **Security Site** comprises motor vehicle showrooms, car lots or similar yards for the storage of vehicles and to which the public have access after business hours, access to or exits from showrooms, car lots or yards other than by pedestrians, have been protected in such a manner that no vehicle can be removed from the **Security Site** without being damaged.

3. **Monitoring Centres**

All monitoring equipment and facilities shall comply with the minimum standards of the South African Intruder Detection Services Association, or any similar association in any other territory.

4. **Security Sites/Comfort Facilities**

You shall provide the **Security Personnel** with all reasonable facilities relating to accommodation, warmth and communications to enable these personnel to carry out their duties in the manner expected of them.

Specific Exclusions applicable only to this Section:

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. any acts or omissions of any **Security Personnel** not registered with **PSIRA** or any other relevant legislated authority;

2. the provision of any non-uniformed **Security Personnel** but this Exclusion shall not apply to **Security Personnel** provided by **You** for the sole purpose of preventing shoplifting or stock shrinkage or where **Security Personnel** are not in uniform identifying them as **Security Personnel**:
 - (a) at the request of the client, or
 - (b) where, in the circumstances of the **Security Services** provided, uniformed **Security Personnel** may reasonably be perceived to be at increased risk.
3. damage to any motor vehicle occurring off the **Security Site** arising out of the unauthorised use of the vehicle by **You**, by an **Employee** or by any person acting on **Your** behalf;
4. wrongful arrest;
5. the provision of dogs not under the tethered control of a handler;
6. covert investigations but this Exclusion shall not apply to the investigation of any crime or investigations relative to the suspicion of any crime likely to occur.
7. **Monitoring and Response Services** arising out of **Your** failure to respond or to timeously respond to any alarm where such failure is due to:
 - (a) an insufficient or inadequate staff complement employed by **You**;
 - (b) insufficient or inadequate equipment or the maintenance thereof.

If **We** allege that no claim is admissible by the provisions of this Exclusion, the onus of proving the contrary rests with **You**.

8. **Property** or **Money** in **Your** care, custody or control or of any other party acting on **Your** behalf, in terms of any sub-contract or otherwise, for the purposes of safekeeping and whilst at any premises permanently occupied by **You**;
9. **Money** or goods whilst in transit by **You** or on **Your** behalf;
10. the ownership, possession or use of firearms, unless this Extension has been provided;
11. **Bodily Injury** or **Property Damage** suffered by persons (including their vehicles and drivers) being escorted or by those employed for the purposes of their escort, unless this Extension has been provided;
12. **Special Event Security Services**, unless this Extension has been provided;
13. dishonesty, theft and fraud on the part of **Security Personnel** acting alone or in collusion with others, unless this Extension has been provided.

Extensions applicable only to this Section:

1. **Client Interest (only if stated in the schedule to apply):**

We will treat any client with whom **You** have a written contract as the **Insured** under this Section provided that:

- (a) the indemnity provided applies only for claims made against the client by any **Third Party** arising out of liability which would have attached to **You** had the claim been first made against **You**;
- (b) **You** will endeavour to ensure the client's compliance at all times to the Conditions of this **Policy** insofar as they apply to the client;
- (c) no indemnity shall be granted for any liability attaching under the provisions of any contract or agreement between **You** and the client that would not have attached to **You** in the absence of such contract or agreement.

In the event of **Us** alleging that no indemnity is provided in terms of this Extension, the onus of proving the contrary rests with **You**.

2. Firearms (only if stated in the schedule to apply):

Notwithstanding anything to the contrary contained in Specific Exclusion 10 (*ownership, use or possession of firearms*) the indemnity granted by this Section includes claims arising out of the possession or use of firearms, including accidental discharge, by **You** or by **Your Security Personnel** provided that:

- (a) the indemnity provided applies only for liability arising out of claims caused by or contributed to by **Security Personnel** who:
 - (i) are registered with the Security Officers Board as Grade A, B, C or D Security Officers, as determined in terms of the Basic Conditions of Employment Act 75 of 1997 (as amended) or any similar legislation in any other territory;
 - (ii) have successfully completed applicable training in the use of firearms to the standards of the National Firearms Training Association of South Africa or any similar association in any other territory or in accordance with the provisions of the applicable legislation and the results are retained in the personnel files of all relevant **Security Personnel** for inspection by **Us**;
 - (iii) have undertaken refresher courses on the legal aspects of the use of firearms, as set out in the provisions of relevant legislation, at least every 12 months and the records of these courses are retained in the personnel files of all relevant **Security Personnel** for inspection by **Us**.
- (b) in the event of the discharge of a firearm or any incident involving firearms likely to give rise to a claim, **You** shall:
 - (i) report the incident to the South African Police or the Police in any other territory as soon as reasonably practicable;
 - (ii) immediately advise **Us** and subsequently provide **Us** with a copy of the relevant Police Report.

- (c) all firearms and live ammunition issued by **You** to **Security Personnel** for the purposes of carrying out their duties shall be returned to **You** as soon as possible after the completion of their duties;
- (d) no indemnity shall be granted for liability arising out of the possession or use of firearms by off-duty **Security Personnel** or by the dispossession of firearms from off-duty **Security Personnel**;
- (e) no indemnity shall be granted for liability arising out of the possession or use of automatic firearms by **Security Personnel** or by the dispossession of automatic firearms from **Security Personnel**.

3. Fidelity Risk (only if stated in the schedule to apply):

Notwithstanding anything to the contrary contained under Specific Exclusion 13 (*dishonesty, theft and fraud of Security Personnel*), **We** will indemnify **You** for loss discovered during the Period of Insurance caused by the misappropriation of **Property** and **Money** in **Your** care, custody or control by **Your Security Personnel** (including collusion by **Your Security Personnel** to commit theft) whilst carrying out their duties under the provisions of the written **Standard Conditions of Contract** provided that:

- (a) it is a condition precedent to **Our** liability to provide indemnity under this Extension that **You**, at **Your** own cost, institute and pursue criminal charges against all **Security Personnel** involved in any misappropriation;
- (b) all monies owed by **You** to the **Security Personnel** involved in the misappropriation which can legally be retained by **You** shall reduce **Our** liability for any claim under this Extension;
- (c) all recoveries, other than those in proviso (b) above, made for any claim under this Extension shall be applied (after deduction of the costs, fees and expenses incurred in obtaining such recovery) in the following order of priority:
 - (i) **You** shall first be reimbursed for the amount by which their liability in respect of the claim exceeded the indemnity;
 - (ii) **We** shall then be reimbursed for the amount of their liability;
 - (iii) any remaining amount shall be applied towards the **Deductible** payable by **You** for the claim.
- (d) no indemnity shall be granted under this Extension for misappropriation perpetrated by or contributed to by any **Security Personnel**:
 - (i) under the age of 21 years at the date of the misappropriation; or
 - (ii) who have not been in **Your** employ for a continuous period of 6 months at the date of the misappropriation and who have not been employed as **Security Personnel** for an uninterrupted period of 3 years at the date of the misappropriation.

In the event of any claim involving **Security Personnel** who are excluded by (d) (i) or (ii) above, **Your** liability shall be reduced proportionately by the ratio that the number of uninsured **Security Personnel** bears to the total number of **Security Personnel** involved in

the misappropriation, in accordance with the basis of loss settlement as determined in accordance with proviso (g) (the determination of the basis of loss settlement).

- (ii) who are **Your** principals, directors or members;
 - (iii) from the time **You** are aware that the **Security Personnel** have committed or been involved in any dishonest, illegal or criminal act;
 - (iv) in respect of physical damage to any goods or **Money** whilst in transit or for which **You** are providing a protective escort.
- (e) where the employees of any **Third Party** (including employees of **Your** customer under the provisions of the written **Standard Conditions of Contract**) are reasonably suspected of having been involved, by collusion or otherwise, in any misappropriation, **Our** maximum liability shall not exceed 50% of the amount claimed, subject to the basis of loss settlement as determined in accordance with proviso (g);
- (f) should no single **Occurrence** be identified, indemnity may be calculated by the taking of a stock inventory (due allowance being made for shrinkage, depreciation, exchange rates, FIFO adjustments and the like) and all loss identified by the inventory is deemed to be loss resulting from a single **Occurrence** of misappropriation by **Security Personnel** whilst carrying out their duties under the provisions of the written **Standard Conditions of Contract**, subject to involvement on the part of **Security Personnel** being proven on a balance of probabilities;
- (g) for the purpose of the indemnity granted by this Extension, the basis of loss settlement shall, subject to the **Indemnity Limit** applicable, be determined as follows:
- the greater of either the **Indemnity Limit** applicable to this Extension or the agreed loss suffered by the claimant including claimants' costs and expenses and **Costs and Expenses** less deductions, being
- (i) 50% in accordance with the provisions of proviso (e);
 - (ii) the amount of the **Deductible**;
 - (iii) proportionate amount in accordance with proviso (d).
- (h) where, for any reason whatsoever, it is reasonably suspected that any **Employee** was or may have been involved, by collusion or otherwise, in any claim which forms or may form the subject of indemnity by this Extension, **You** shall subject all such **Employees** to polygraph tests and the result of these tests shall, for the purposes of this Extension, be deemed to be prima facie evidence of their involvement in the loss or otherwise, as the case may be, subject to the polygraph examiner being a paid-up member of the Polygraph Association of South Africa (PASA) or the South African Professional Polygraph Association (SAPPA), or any similar association in any other territory.

4. **Special Event Security Services (only if stated in the schedule to apply):**

The indemnity granted by this Section extends to include **Your** legal liability for **Property Damage** arising out of contracts for **Special Event Security Services** provided that:

- (a) an **Employee** shall be deemed to include all personnel temporarily employed by **You** for the purpose of programme distribution, ushers and traffic and parking control in designated parking areas;
- (b) it is a condition precedent that all **Employees** at all times are identifiable as **Your** representatives by the wearing of vests or similar apparel;
- (c) no indemnity shall be provided for liability for claims arising out of:
 - (i) the provision of any **Security Services** as contemplated by **Security Legislation** not carried out by **Security Personnel**;
 - (ii) ticket sales and on-site cash-in-transit services;
 - (iii) the ownership, possession or use by **You** or on **Your** behalf of any teargas, stun-grenades or similar crowd control equipment;
 - (iv) the ownership, possession or use by or on behalf of the **Insured** of firearms but this Exclusion shall not apply to **VIP/Close Protection Services** being part of the **Special Event Security Services** contract.

Section 15: Schools Liability (only in respect of schools and if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants costs and expenses

- A. for and arising from **Bodily Injury** suffered by a **Learner**;
- B. as a direct result of:
 - (a) a negligent act, error or omission in the conduct of **Your Professional Services and Duties**;
 - (b) wrongful arrest including where accompanied by assault;
 - (c) wrongful expulsion of a **Learner**; or
 - (d) defamation.

Specific Definitions applicable only to this Section:

- 1. **Learner** means a scholar, pupil or student undergoing tuition at **Your** educational facilities and visiting learners from other like educational facilities.
- 2. **Professional Services and Duties** means the provision of educational facilities, tuition and training at primary and secondary level in disciplines of academic, cultural, spiritual and sport including 'school readiness' academic testing and advisory services and tuition dedicated to **Learners** with special needs. **Professional Services and Duties** does not include tertiary, adult education or psychological, psychiatric or any other medical services.
- 3. The **Insured** means the entity named in the schedule, any current or former or future committee or governing member or **Employee** of **You** or of **Your** predecessors (but excluding the respective Education Department or any State Department which previously was responsible for the operation of the **Business**) and in the event of the death or incapacity of any such person, his estate, heirs and legal representatives for any claim made against such person arising out of the conduct of the **Professional Services and Duties** by **You** or their predecessors in practice.

Specific Exclusions applicable only to this Section:

We will not indemnify **You** under this Section against liability directly or indirectly caused by, resulting from, in connection with or arising from:

- 1. **Racism** or allegations of **Racism**;
- 2. **Hate Speech** or allegations of **Hate Speech**;
- 3. loss of **Property** or **Property Damage** , including in respect of intangible property, in **Your** care, custody or control;
- 4. any dishonest, malicious or illegal acts committed by or with the knowledge or consent of the governing body;

5. **Property Damage** of or from **Bodily Injury** to a committee or governing member or **Employee** in the course of employment.
6. **Your** insolvency, liquidation whether provisional or final or from any business rescue proceedings;
7. any unfair labour practice within the meaning of the Labour Relations Act No. 28 of 1956 as amended or any similar legislation in any other territory;
8. any school camps, excursions and other school-related activities unless **You** ensure that the activities engaged in are adequately supervised by appropriate expert instructors (such as life guards in the case of water-related activities), the requisite **national, regional or local governmental** authorisation and/or approval has been timeously granted, the necessary indemnity forms have been completed and signed, all reasonable safety standards are adhered to and all appropriate safety equipment is made available and appropriately used, including but not limited to the wearing of life jackets, helmets and safety harnesses as may be necessary in the circumstances.

Section 16: Product Recall (only if stated in the schedule to apply)

Notwithstanding anything to the contrary contained in Section 2 (*Products liability*) specific Exclusion (d) (*excluding recall*), **We** will indemnify **You** in accordance with the Indemnity Agreement against **Loss** in excess of the **Deductible**, but not exceeding the **Indemnity Limit** stated in the schedule, resulting from an **Insured Event** that first takes place during the Period of Insurance.

Definitions Specific to this Section:

1. **Consultant and Advisor Costs** mean the reasonable and necessary fees and costs of **Product** safety, security or public relations consultants or advisors hired with **Our** prior written consent to assist **You** with an **Insured Event**.
2. **Defect** means a defect, deficiency or hazard in the **Insured's Product** that presents a significant risk of **Bodily Injury** to any person or of **Property Damage** when the **Insured's Product** is utilised.
3. **Insured Event** means any **Product Recall** resulting directly from a **Defect**.
4. **Product Recall Costs** mean the reasonable and necessary costs incurred by **You** or by **Your** distributor to withdraw or destroy the affected **Insured's Product** pursuant to an **Insured Event** and which may include:
 - (a) The cost of newspaper, magazine or any printed advertising (whether electronic or otherwise), radio and television announcements or commercials, as well as the cost of correspondence, necessary to effect the **Product Recall** of the **Insured's Products**;
 - (b) Essential transportation and accommodation costs directly attributable to the **Product Recall** of the **Insured's Products**;
 - (c) The cost of hiring additional person(s), other than **Your** regular **Employees**, devoted exclusively to effect the **Product Recall** of the **Insured's Products**, and/or overtime paid to **Your** regular **Employees** for work devoted exclusively to the **Product Recall** of the **Insured's Products**;
 - (d) Expense of renting or hiring additional warehouse or storage space for the **Product Recall** of the **Insured's Products** for a maximum period of 12 months;
 - (e) The cost of shipping the **Insured's Products** from any purchaser, distributor or user to the place or places **You** designate;
 - (f) Expense incurred in properly disposing of the unused packaging and point of purchase marketing material of the **Insured's Products**, which have been subject to **Product Recall**, if they cannot be used or reused;
 - (g) The actual cost of disposal of the **Insured's Products**, but only to the extent that specific methods of destruction other than those usually employed for rubbish discarding or disposal are required to avoid **Bodily Injury** or **Property Damage**.
5. **Loss** means **Your Product Recall Costs** and **Consultant and Advisor Costs** incurred directly and solely as the result of an **Insured Event** that takes place within 30 days of the discovery of a **Defect**. **Loss** is limited to expenses or costs incurred within twelve (12) months after the **Insured Event** took place. In no event will any amounts claimed and paid under one **Insured Event** be recoverable under another **Insured Event**. **Loss** does not include matters that may be deemed uninsurable under the law governing this **Policy**.

6. **Product Recall** means the withdrawal or recall of the **Insured's Product/s** from the stream of commerce because of a known or suspected **Defect**, provided that such **Insured's Product/s** were first introduced into the stream of commerce after the inception of the Period of Insurance and are no longer in **Your** physical possession.

Specific Exceptions applicable to this Section:

Notwithstanding anything to the contrary within the **Policy**, **We** will not indemnify **You** under this Section for an **Insured Event** directly or indirectly caused by, resulting from, in connection with or arising from:

1. Any change in customer tastes, competitive environment, economic conditions, population, or seasonal sales variations.
2. Natural deterioration, decomposition, or transformation of the chemical structure of any **Insured's Product(s)**, including but not limited to, any combination or interaction among ingredients, components or packaging. Notwithstanding the foregoing, this Exclusion will not apply if the deterioration, decomposition or transformation is a direct result of an act, error or omission in the manufacturing of the **Insured's Product**.
3. Any failure by any party to adhere to procedures prescribed by **You** regarding the storage, consumption or use of any **Insured's Product(s)**.
4. The use or consumption of the **Insured's Product(s)** by any **Third Party**.
5. Any fines, penalties, punitive, aggravated or exemplary damages, or any multiple damages resulting from the multiplication of a single compensatory amount.
6. Any investigation brought by or on behalf of or instigated by or continued with the assistance, participation or intervention of any national, regional or local governmental or regulatory body.
7.
 - (a) Intentional violation by **You** of any national, regional or local governmental or regulatory requirements in connection with the:
 - (i) testing, manufacturing, storage, distribution, or sale of any **Insured's Product(s)**;
 - (ii) use of any ingredients, components and/or packaging in the manufacturing process which have been previously banned or declared unsafe by any national, regional or local governmental or regulatory body;
 - (iii) maintenance of adequate documentation of the manufacturing process in compliance with any existing national, regional or local governmental or regulatory standards;
 - (b) Changes in national, regional or local governmental regulations or public perceptions with respect to the safety of any **Insured's Product(s)**;
 - (c) Illegal act(s) of any of the **Insured's** directors, officers, **Employees** or trustees.
8. Matters which:
 - (a) **You, Your Employees**, officers or directors had actual or constructive knowledge of prior to the **Policy** inception date;

- (b) occurs after **You, Your Employees**, officers or directors had knowledge of a **Defect** or deviation in the production, preparation or manufacturing of the **Insured's Product(s)**, or circumstance(s) which have or are reasonably likely to result in such deviation or **Defect**, and **You** failed to take reasonable corrective action;
 - (c) **You** could have reasonably expected to produce a **Loss** under this **Policy**.
9. Any **Product Recall**:
- (a) that is initiated due to the failure of an **Insured's Product** to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied;
 - (b) that is initiated due to the expiration of the designated life of the **Insured's Product**;
 - (c) of any **Insured's Product** which has been banned from the market by any national, regional or local governmental or regulatory body prior to the Period of Insurance or which is distributed or sold by **You** subsequent to any governmental or regulatory ban;
 - (d) as a result of the actual, alleged or threatened, intentional, malicious, and/or wrongful alteration of the **Insured's Products**, by any person (including **Your Employee** /s), so as to render the **Insured's Product** unfit, hazardous or dangerous for their intended use or to create such an impression to the public.
10. Matters or legal proceedings made or brought by or involving **You** against another **Insured**, or **Your** shareholders, or **Your** holding company, or any subsidiary company of that holding company, or any of **Your Subsidiaries**, or any other company or entity in which **You** have a controlling interest or are able to direct the management and/or affairs of that company or entity;
11. Any **Product Recall** due to copyright, patent, trade secret, trade dress or trademark infringements or any other intellectual property infringement whether actual or alleged;
12. Any **Product Recall** where **You** have assumed liability in a contract or agreement. This Exclusion does not apply to liability for which **You** would have had in the absence of such contract or agreement;
13. The costs of repair, reconditioning, modification, refund or the replacement of the **Insured's Product** or any part thereof.
14. Any **Product Recall** in respect of **USA/Canada**.

Section 17: Products Guarantee (only if stated in the schedule to apply)

We will indemnify **You** in accordance with the Indemnity Agreement for claims first made against **You** during the Period of Insurance for **Your** legal liability for damages and claimants' costs and expenses for the removal, repair, alteration, treatment or replacement of any **Product** which is due or alleged to be due to the defective or harmful nature of any **Product** or part thereof or which fails to perform the function for which it was manufactured sold, supplied, installed, repaired, altered or treated by **You** or on **Your** behalf.

Specific Exclusions applicable to this Section:

We will not indemnify **You** under this Section for liability directly or indirectly caused by, resulting from, in connection with or arising from:

1. any costs in recalling any **Product** or article;
2. the possession, consumption, use or handling of any **Product** or article or part thereof whilst contained within premises permanently occupied by **You**;
3. **Bodily Injury or Property Damage**;
4. consequential loss;
5. any **Product** or article which is incorporated into the structure, machinery, controls or systems of any aircraft.
6. or in connection with any **Products** prior to their unqualified acceptance by **Your** customers, where "acceptance" is deemed to mean:
 - (a) in the case of contracts for the supply only of **Products** - the acceptance of delivery by **You** or on **Your** customer's behalf (where delivery to **Your** customer is in stages and is recognised as such by the issue of delivery notes or the like, acceptance of each stage is deemed to have taken place);
 - (b) in the case of any contract which requires erection, construction or installation of **Products** by **You** or on **Your** behalf at the customer's premises or site - the practical completion of such erection, construction or installation to the satisfaction of the customer;

provided always that where a contract between **You** and **Your** customers provides for a period of testing and/or commissioning, acceptance shall not be deemed to have occurred until completion of such testing and/or commissioning to the satisfaction of the customer;
7. any **Product** (including any marketing advisory service in connection with any **Product**) exported to or distributed within **USA/Canada**.