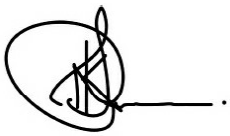
Client name

Blackhound Enterprises (Pty) Ltd

Evo Professional Indemnity Policy

Policy nr:

7000/154381



Signed and approved by
SHA Risk Specialists
a division of Santam Limited at Johannesburg on this day
of 28-Apr-2023
(Reg. No.1918/001680/06)
(Vat No. 4440102095)
(FSP No. 3416)

and in consideration of the payment of the premium by the Insured or on his behalf and having agreed that any proposal or other information supplied by the Insured or on his behalf shall be the basis of this contract of Insurance, the Insurers agree to indemnify the Insured subject to the terms, Exclusions and Conditions of this Insurance.

Schedule

Insured:

1. Blackhound Enterprises (Pty) Ltd (being the first named Insured) and/or subsidiary, controlled, managed, administered and member companies, joint ventures, medical aid, pension, provident and employee funds, savings funds, sports, social and recreational clubs and societies and any other persons or entities for whom they have authority to insure jointly or severally all for their respective rights and interests;
2. in the event of the death or legal incompetency of the Insured, the estate, heirs, legal representatives or assignees of the Insured;
3. in the event of the bankruptcy or insolvency of the Insured, any legal representative of the Insured; and, at the option of the first named Insured:;
4. the officers, committees and members of the Insured's canteen and social, sports, fire fighting, security and welfare organisations and visiting sports teams and members thereof and the like in their respective capacities as such;
5. the personal representatives of any person indemnified in respect of liability incurred by such person;
6. the occupier, being an Employee of the Insured, in his personal capacity, of residential property owned by or leased to the Insured;
7. directors, officers or Employees of the Insured in their private capacity arising out of their temporary engagement of the Insured's employees;

provided always that all such persons, parties or entities shall observe, fulfil and be subject to the terms, Exclusions and Conditions of this Policy as though they were the Insured and no greater indemnity is available to any of the aforesaid than would have been to the first named Insured.

The company: The named Insured, if a company registered under the Companies Act, Act No. 71 of 2008.

VAT No: N/A

Business: Architects, Interior Designers and Town Planners - Architectural / Design / Planning Work. Including all past, present and future similar activities of the Insured and where appropriate, property owners and tenants, the provision of canteen, social, sports, first aid, fire fighting and welfare facilities for the benefit of the Insured's staff

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Postal Address:	Unit 10 - the Network 19 Cactus Road, Fairview Port Elizabeth, Eastern Cape 6075

Primary Physical Address:	Unit 10 - the Network 19 Cactus Road, Fairview Port Elizabeth, Eastern

Cape
6075

Insurers	Santam Limited (Reg. No: 1918/001680/06) (VAT No: 4440102095)

Broker:	Risk Benefit Solutions (Pty) Limited
Broker VAT No.:	4430190183
Broker Contact:	Kathie Watson
Broker Commission:	20%

Policy No: 7000/154381

TERRITORIAL LIMITS All Sections: Worldwide but not in connection with any business carried on by the Insured at or from premises within or any contract for the performance of work within North America.

	Limit Of Indemnity		Deductible	Retroactive Date	Premium
	Each Occurrence	Annually Aggregated	Each Occurrence		
Professional Indemnity and Extensions					
Professional Indemnity	R5 000 000	Each Occurrence	R10 000	01-Jun-2021	R6 523,08
Liability Following Employee Dishonesty	Included In Professional Indemnity	Included In Professional Indemnity	R10 000	01-Jun-2021	Included In Professional Indemnity
Loss of Documents	R100 000	R100 000	R2 500	01-Jun-2021	R71,00
Fee Recovery	R250 000	R250 000	R5 000	01-Jun-2022	R106,00

	Limit Of Indemnity		Deductible	Retroactive Date	Premium
	Each Occurrence	Annually Aggregated	Each Occurrence		
Sub Contracted Duties	Included In Professional Indemnity	Included In Professional Indemnity	R10 000	01-Jun-2021	Included In Professional Indemnity
Claims Preparation Costs	R100 000	R100 000	R2 500	01-Jun-2021	R64,00
Joint Venture and Consortium Agreements	Included In Professional Indemnity	Included In Professional Indemnity	R10 000	01-Jun-2021	Included In Professional Indemnity
Other Covers					
Directors and Officers	Not included	Not included	Not included	Not Applicable	Not included
Public Liability	R5 000 000	Each Occurrence	R10 000	01-Jun-2021	R1 500,00
Defamation	R1 000 000	R1 000 000	R10 000	01-Jun-2021	R125,00
Employers Common Law Liability	R5 000 000	Each Occurrence	R0	01-Jun-2021	Included in Public Liability
Employment Practices	Not included	Not included	Not included	Not Applicable	Not included
Statutory Defence	R2 500 000	R2 500 000	R10 000	01-Jun-2021	R188,00
Wrongful Arrest	R2 500 000	R2 500 000	R10 000	01-Jun-2021	R106,00
Personal Accident (schedule of compensation)					
	Limit Of Indemnity			Deductible	Premium
Circumstance	Maximum Compensation Per Person	Compensation Per Claim		Each Occurrence	
Death	Not included	Not included		Not included	Not included
Permanent Disability	Not included	Such % of Not included as specified for particular disability		Not included	Not included
Temporary Disability	Not included	Actual Salary to a maximum of Not included per week, for maximum of 52 weeks		As per policy wording	Not included
Emergency Expenses	Not included	Up to maximum depending on expense		R250	Not included
				Total Premium Excluding VAT	R7 550,50
				15% VAT	R1 132,58

	Limit Of Indemnity		Deductible	Retroactive Date	Premium
	Each Occurrence	Annually Aggregated	Each Occurrence		
				Broker Fee	R0,00
				Total Due pa (Inclusive)	R8 683,08

Additional notes or restrictions imposed by underwriters:

Deductibles:

The deductible in respect of contracts where the Insured is appointed as Project Manager is increased to R 20,000 each and every claim.

The deductible in respect of Low Cost Housing Projects is R 5,000 per unit a maximum of R 50,000 each and every claim.

Geotechnical Deductible

It is hereby noted and agreed that the deductible in respect of claims arising from work based on inadequate of sub-standard geotechnical reports / surveys will be increased to twice (2x) the Professional Indemnity deductible, subject to a minimum of R 150,000 each and every claim.

IMPORTANT NOTE REGARDING BROKER POLICY FEES:
A broker policy fee of R0,00 per annum has been added to the total amount due. Your broker has advised that this fee has been agreed with you as the policyholder. SHA does not determine to retain any part of this fee and merely facilitates collection on behalf of your broker.

Period of insurance:
From 01-Jun-2023 to 31-May-2024 (day before renewal) both dates inclusive, and any further period for which the Insurers agree to renew or extend this Policy or any section thereof.

This Policy provides cover for a fixed term Period of Insurance as reflected above (unless such period is amended by endorsement) and will terminate on the last day of the stated period. In order for Insurers to be able to consider renewal of the Policy, updated underwriting information must be provided to Insurers whereafter the Insurers will be able to provide renewal terms for the Insured's consideration. In the absence of instructions to renew the Policy following Insurers' renewal terms or any agreement by Insurers to extend the current Policy, coverage will cease on the last day of the current Period of Insurance.

Broker Fees (Only applicable if reflected on the premium statement)

The Brokers to this transaction have requested the Insurer to include a Broker Fee in the Policy Schedule (as indicated in the premium statement). This Broker Fee is payable by you/the Insured to the Broker for additional services rendered by the Broker to you/the Insured and is merely facilitated/collected by the Insurer on behalf of your Broker.

The Broker has further confirmed that you/the Insured has agreed to the payment of this Fee in writing and that you understand that the services offered by the Broker do not amount to services for:

a) entering into, varying or renewing of my policy;
b) maintaining, servicing or dealing with my policy;

c) receiving, submitting or processing claims in respect of my policy.

Endorsements

1. Endorsement applicable to Personal Accident section only

The deductibles in respect of this section are:
Temporary Total Disability (accident) = 1 week each and every claim
Temporary Total Disability (illness) = 4 weeks each and every claim
Medical Expenses = R500 each and every claim

Notwithstanding that sums insured, first loss amounts, indemnity or compensation limits, by whatever name such are referred to in this Policy (henceforth "Policy Limits") are expressed on a VAT exclusive basis, the Insurers agree that they will indemnify the Insured for any VAT obligation the Insured may incur, arising out of any claims settlement made hereunder.

Any first amount payable, deductible or aggregate deductible will be applied to any claims settlement prior to the indemnification of the Insured for the VAT obligation referred to immediately above.

Monthly amount due	R723,59

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively.

Payment in Monthly Instalments:

In consideration of the Insurers having agreed, at the request of the Insured, to allow the Insured to pay the Annual Premium by monthly instalment on debit order, the Insured accepts and agrees to the following:

1. The monthly instalment shall be payable in advance to Insurers on the first day of each month. There is no Grace Period applicable to the first instalment.

2. In the event of the Insurers not receiving the instalment, this insurance shall continue in force until the date of the next monthly debit order collection (Grace Period) to allow for payment of the missed instalment. The Insurers will present the Insured's debit order again and collect it with the debit order for the following month. If both premiums are collected this insurance shall remain in force. In the event that both debit orders cannot be collected this insurance shall be deemed to have been cancelled on the last day of the last month for which an instalment was received by Insurers.

3. Reinstatement of this insurance shall be at the sole discretion of the Insurers.

4. In the event of notification of any claim or notification of circumstances during the Period of Insurance that may lead to a claim when an unpaid monthly instalment remains unpaid after the Grace Period, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will then become the responsibility of the Insured. Should payments have been made by Insurers on any claims then such payments may be reclaimed from the Insured.

5. Subject otherwise to the terms, Exclusions, Conditions and limitations of the Policy.

Payment in One Annual Instalment:

1. In the event that the Insured pays the Annual Premium in one instalment it shall be payable in advance to Insurers.

2. In the event of the Insurers not receiving such payment, this insurance shall continue in force for a period of 30 days (Grace Period) to allow for payment. In the event that payment is not received within this period, this insurance shall be deemed to have been cancelled from inception.

3. Reinstatement of this insurance shall be at the sole discretion of the Insurers.

4. In the event of notification of any claim or notification of circumstances during the Period of Insurance that may lead to a claim when premium remains unpaid after the Grace Period, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will then become the responsibility of the Insured. Should payments have been made by Insurers on any claims then such payments may be reclaimed from the Insured.

5. Subject otherwise to the terms, Exclusions, Conditions and limitations of the Policy.

6. For direct Annual Premium payments (please confirm with your broker whether you are to make payments directly to SHA)

Account Name: Santam Limited
Bank: Nedbank Branch Code: 194405
Account Number: 1944146792
This bank account is 100% owned by Santam Limited

Cooling off rights

The Insured enjoys a period of 14 (Fourteen) days ('cooling-off period') from receipt of this Policy document following the entering into of a new Policy or the variation of an existing Policy, within which the Insured may cancel the Policy by way of cancellation notice to the Insurer, provided that no benefit has been paid or claimed and no insured event has occurred. The Insured shall be entitled to a refund of all premiums paid to the Insurer up to the date of receipt of the cancellation notice, subject to the deduction of the cost of any risk cover actually enjoyed.

The Insurer will give effect to the cancellation notice received within the above 14 (fourteen) day period by no later than 31 (thirty one) days after receipt of such notice.

A. General Conditions

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

2. Specific Conditions and Specific Exclusions where appearing in Sections of the Policy will override General Conditions and General Exclusions.

3. This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

4. The descriptions in the headings and subheadings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

5. Where the consent of the Insurers or the Insured is required pursuant to this Policy, such consent shall not be unreasonably withheld, delayed or denied.

6. The due observance and fulfilment of any of the provisions of this Policy that require anything to be done or complied with by the Insured and the truth of the answers and statements in the information supplied by or on behalf of the Insured are precedent to any liability of the Insurers in respect of any claim made by the Insured under this Policy.

7. If indemnity is sought under this Policy by any fraudulent means, all benefit in respect of such claim shall be forfeited and Insurers may cancel the Policy with immediate effect by notice in writing to the last known address of the Insured.

8. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, but not obliged, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may reasonably require.

9. The Insurers may at any time pay to the Insured in connection with any claim or series of claims under the Policy the appropriate Limit of Indemnity or any lesser amount for which such claim can be settled, plus Costs and Expenses incurred prior to the date of such payment, provided that the total amount so payable including such Costs and Expenses shall not exceed the Limit of Indemnity and upon payment being made the Insurers shall relinquish the conduct and control of such claims and, notwithstanding the fact that the Insured has been only partially reimbursed for their loss due to the amount of any Deductible payable in terms hereof, be under no further liability in connection with such claims.

10. The Insured shall give notice to the Insurers, as soon as reasonably practicable, of any material variation in any of the facts or information supplied to the Insurers by or on behalf of the Insured at the time this Policy or any Section was effected or reviewed. Whilst this insurance shall remain fully operative in the event of a change in the constitution of the Insured, notice shall be given as soon as reasonably possible of any change in the Principals, Partners, Members or Directors or in the legal constitution of the Insured and the Insured shall supply such further information as the Insurers may require for reassessment of the risk. The Insurers may amend the terms of this Policy or Section according to the materiality of such information

11. Where the premium is based provisionally on the Insured's estimates, the Insured shall keep an accurate record containing all particulars relative thereto and as soon as possible after expiry of the Period of Insurance provide the Insurers with such particulars and information as the Insurers may require to enable the Premium to be adjusted and subject to any minimum premium that may apply, any difference paid or allowed to the Insured as the case may be. Where the estimates include remuneration to Employees, the required particulars shall include remuneration to all persons defined as Employee.

12. This Policy or any Part or any Section may be cancelled at any time by Insurers by giving 31 days notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation the Insured shall subject to the provisions of General Condition 11, be entitled to a refund of premium prorated to the unexpired Period of Insurance.

13. Neither this Policy nor any benefit, interest or right in this Policy or to any proceeds of the Policy may be ceded without the prior written consent of the Insurers.

14. This Policy shall be voidable in the event of misrepresentation, mis-description or nondisclosure by or on behalf of the Insured in any particular which is material to this insurance. 15. Whenever this Policy provides for notice to be given to the Insurers, such notice shall be given to:

STALKER HUTCHISON ADMIRAL (PTY) LTD

THE PAVILION	P.O. BOX 55347
THE WANDERERS OFFICE PARK	NORTHLANDS
52 CORLETT DRIVE	
2116	2196
ILLOVO	JOHANNESBURG
SOUTH AFRICA	SOUTH AFRICA
TELEPHONE: (+27 11) 731-3600	FACSIMILE: (+27 11) 447-0085

B. General Exclusions

This Policy does not indemnify

1. any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
    1. Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
    2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

   regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of Clause 5 of this General Exclusion.

2. In the event any portion of this General Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This General Exclusion supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
4. If the Underwriters allege that by reason of this General Exclusion loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
5. However, Clause 1.1 of this General Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
    1. any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
    2. any ensuing physical damage to or destruction of third party property

   resulting from or arising out of a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

For the purpose of this General Exclusion:

6. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
    1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
    2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Part 1 - Professional Indemnity and other Liability Insurance

Note: This Part is 'claims-made' based

A. Definitions to Part 1

For the purpose of this PART 1 the following terms shall mean:

1. Costs and Expenses

1. Costs, charges and expenses including attorney's fees and expenses, the cost of legal proceedings, security for costs of appeal, the cost of bonds to release property being used to secure a legal obligation but only for bond amounts within the indemnity limits that apply and costs taxed against any Insured in a suit, incurred in the defence or settlement of any action brought in respect of Injury or Damage or other liability or any specific claim made against the Insured and indemnifiable under Part 1 of this Policy.

2. for legal representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Policy, in attendance at any official investigation or other proceedings ordered or commissioned by any regulatory authority empowered to investigate the affairs of the Company and in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy.

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

4. to compensate lost time from attending to their usual duties whilst attending court as a witness at the specific written request of the Insurers in connection with litigation, arbitration, mediation, adjudication or any other process of dispute resolution in respect of a claim made against the Insured, provided that the Insurer's liability shall be limited to the amount reflected in the Schedule. Costs and Expenses do not include salaries and expenses of the Insurers' employees, (including employed attorneys) nor salaries and expenses of the Insured's Employees.

2. Damage

Loss of or physical damage to tangible property, loss of use of tangible property which has not been lost or damaged, interference with servitude or other infringement of real rights or infringement of personal rights to the use of property.

3. Deductible

The sum stated in the Schedule being the first amount payable by the Insured for all damages and expenses, claimants' costs and Costs and Expenses in before the Insurers shall be liable to make any payment under this Policy.

4. Documents

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

5. Employee

1. any person employed under a contract of service or apprenticeship with the Insured.

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

3. any person engaged or contracted by or on behalf of the Insured or by any other party to perform a contract constituting the provision of labour only for the purpose of carrying out the day-to-day operations of the Business.

4. any person engaged or contracted by any other party to perform work (including a volunteer worker) at any premises or site of the Insured.

6. Injury

Death, bodily or mental injury, disfigurement, loss of amenities, illness or disease of or to any person and only where resulting from such injuries, mental anguish, shock, humiliation or emotional distress.

7. North America

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

8. Occurrence

An event, act, error or omission or a series of same or a continuous or repeated exposure to a similar set of conditions, any one or all of which have a specific and common originating cause or source and whether concurrently or in any sequence unexpectedly or unintentionally result in loss as insured in terms of any Section of Part 1 of this Policy, shall be deemed to be one Occurrence.

Where it is not otherwise possible to determine the date of Occurrence, an Occurrence, irrespective of its duration, is deemed to have occurred when loss as insured in terms of any Section of Part 1 of this Policy first manifested even if the specific and common originating cause or source was unknown at that time.

9. Pollution

the emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous or thermal contaminants or irritants, (including vapours, smell, odours, humidity, fumes; smoke, soot or other airborne particulates, acids, alkalis, toxic chemicals, effluent, medical, infectious, pathological or other wastes or other noxious substances into or upon the soil, the atmosphere or any watercourse or body of water which changes the natural state or condition of the soil, the atmosphere or any watercourse or body of water; the generation and radiation of electromagnetic waves, noise, vibrations light; changes in temperature or any other sensory phenomena, but not fire or explosion.

10. Product

Any tangible property including labels, containers and packaging after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but not food and drink provided mainly to the Insured's Employees as a staff benefit.

11. Vehicle

Any self-propelled land vehicle other than railway locomotives and rolling stock and any attached trailer, semitrailer or caravan and including any attached machinery or apparatus.

SHA Risk Specialists, a division of Santam Limited
T +27 11 731 3765 W www.sha.co.za
The Pavillion | Wanderers Office Park | 52 Corlett Drive | Illovo | 2196 | P O Box 55347 | Northlands | 2116

1. The Insurers will indemnify the Insured against legal liabilities as more particularly described in the various Sections of this Part 1 arising out of the conduct of the Profession within the Territorial Limits and in accordance with the law and procedure applicable anywhere in the world but not in respect of any judgement, award or settlement made within countries which operate under the laws of North America nor to any order made by a court anywhere in the world to recognise or enforce such judgment, award, writ, order or settlement either in whole or in part whether in terms of a bilateral treaty, reciprocal legislation or common law unless as otherwise stated herein. Indemnity applies for claims first made against the Insured during the Period of Insurance in respect of Occurrences during the period from the applicable Retroactive Date (as recorded in the Schedule) to the expiration date of the Period of Insurance.

2. Costs and Expenses

The Insurers will pay Costs and Expenses incurred by the Insured with Insurers' consent or incurred by the Insurers on the Insured's behalf provided that the Insurer's liability shall not exceed the Limit of Indemnity stated in the Schedule inclusive of such Costs and Expenses. In countries within the Territorial Limits where legal circumstances do not permit the Insurers to defend the Insured in respect of claims made against the Insured, the Insurers will reimburse the Insured for Costs and Expenses as provided for under items 1 and 2 of the definition of Costs and Expenses incurred by the Insured with the Insurers' prior written agreement.

3. Claims Preparation Costs

The Insurers will pay costs for producing and certifying any particulars or details required by Insurers for claims preparation provided that the Insurer's liability inclusive of an annually aggregated Limit not exceeding the amount reflected in the Schedule.

C. Limits of Indemnity to Part 1

1. Limits of Indemnity are inclusive of all damages, claimants' costs and Costs and Expenses and all other indemnity. The limits of indemnity are in excess of the Deductible.

2. Indemnity payable by the Insurers for each Occurrence shall not exceed the Limit of Indemnity stated in the Schedule of Limits of Indemnity for each Section or Extension of this Part 1.

3. Indemnity payable by the Insurers aggregated for all Occurrences during the Period of Insurance shall not exceed the Annually Aggregated Limit stated in the Schedule for each Section or Extension of this Part 1.

4. Loss resulting from dishonest, fraudulent, criminal or malicious acts that are attributable to a specific and common originating cause or source, whether involving one Employee or other person acting alone or more than one Employee or other person acting together or in collusion, shall not exceed the annually aggregated Limit of Indemnity.

5. In the event of any one Occurrence giving rise to indemnity payments under more than one Section or Extension of this Part 1, each Section or Extension shall separately apply and be subject to its own separate limits of indemnity provided that the cumulative amount of Insurers' liability shall not exceed the greatest Limit of Indemnity available under any one of the Sections or Extensions affording indemnity for the Occurrence less prior payments that eroded an annually aggregated Limit of Indemnity (where applicable).

6. Should the Limit of Indemnity for any Section or Extension of this Part 1 be altered during the Period of Insurance, the original Limit of Indemnity shall apply to any Occurrence prior to the date of such alteration.

7. Regardless of the number of premiums paid for the renewal or replacement of this insurance, where more than one Period of Insurance applies to an Occurrence, the Limits of Indemnity shall not aggregate from one Period of Insurance to the next.

D. Deductibles to Part 1

The Deductible amounts apply to each and every Occurrence. The Deductibles shall not be cumulative as between Sections of this Part or of the Policy as a whole and where an Occurrence could give rise to the application of more than one Deductible, only the higher Deductible shall apply.

It is understood and agreed that if any expenditure is incurred by the Insurers which, by virtue of the Deductible, is the responsibility of the Insured, then such expenditure shall forthwith be reimbursed by the Insured.

E. Exclusions to Part 1

Each Section or Extension of this Part 1 excludes indemnity more specifically indemnified under any other Section or Extension.

This Part 1 does not indemnify liability:

1. arising from Occurrences known to the Insured's management which at commencement of the Period of Insurance may reasonably have been expected to result in an indemnity payment as insured in terms of any Section of Part 1 of this Policy, nor
2. arising from Occurrences advised to the Insurers of any other policy, nor
3. in respect of claims made against the Insured during the Period of Insurance arising from Occurrences that happened or are alleged to have happened prior to the applicable Retroactive Date stated in the Schedule, nor
4. in respect of claims made against the Insured during the Period of Insurance arising from Occurrences advised to the Insurers of any other policy. For the purposes of Exclusions E 1, 2, 3 and 4, where it is not otherwise possible to ascertain the timing of an act, error or omission or an accident or event or exposure to a set of conditions or such cause that is indemnifiable by this Policy, such circumstances shall be deemed to have originated when first evidenced to the Insured even if the specific originating cause or source was unknown at that time.
5. directly or indirectly caused by or arising from Pollution unless such Pollution results from a sudden, unintended and unexpected identifiable event.
6. for the cost of removing, nullifying or cleaning up the effects of Pollution.
7. arising out of the deliberate, conscious and intentional disregard by the Insured's technical or administrative management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.
8. for fines, penalties (including without reservation administrative penalties, demurrage, deadfreight), punitive, exemplary, aggravated or vindictive damages or the multiplied portion of multiplied damages.
9. for Professional Services and Duties, fault, error or omission in any advice, remedial or other treatment other than as specifically provided for in the Professional Indemnity Section of this Policy.
10. whether actual or alleged for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving or to the extent contributed to by the hazardous nature of asbestos in whatever form or quantity.
11. arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad by or on behalf of the Insured other than airstrips and helicopter pads which are not equipped with control tower operation.
12. arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15,25 metres in length and then only whilst on inland waterways).

13. for Injury to any person where such Injury
    1. is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or
    2. is the subject of legislation controlling the use of motor vehicles or trailers
        a. that compels the Insured to effect insurance or otherwise furnish security, or
        b. whereby the State or other governmental authority has accepted responsibility.

    3. is suffered as a result of an emotional shock sustained by a person other than an injured party on witnessing, observing or being informed of the Injury of another person as a result of the driving of a motor vehicle.

    This Exclusion shall apply notwithstanding that under such legislation and for any reason whatsoever, no compensation is paid or no insurance is effected or security furnished or the relevant State or governmental authority has not accepted responsibility.

14. arising directly or indirectly, resulting from or in any way involving the Insured in a capacity as trustee, fiduciary under law or administrator of any pension or welfare plan, profit sharing, share option, share incentive scheme or trust established in whole or in part for the benefit of any of the directors, officers or Employees of the Insured.
15. for the costs of replacing or restoring Documents.
16. notwithstanding any provision to the contrary within this Policy or any endorsement thereto and regardless of any other cause or event contributing concurrently or in any other sequence thereto:
    1. any Cyber Loss;
    2. any breach of security leading to the unlawful transmission, unlawful storage or other unlawful processing of or any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to any personal and/or confidential information on or by the Insured's Computer System or any Computer System for which the Insured is responsible; or
    3. any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any damage or prevention of access to, loss, corruption, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

    If Insurers allege that by reason of this Exclusion, any liability is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

    For the purpose of this Exclusion:

    a. Computer System shall mean any computer, hardware, software, information technology system, communications system, infrastructure, electronic media or device (including, but not limited to, smart phone, laptop, tablet, and wearable device), server, cloud or micro-controller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.
    b. Cyber Loss shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident, and
        i. Cyber Act shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and
        ii. Cyber Incident shall mean:
            a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System, or
            b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System

    c. Data shall mean information, facts, concepts, code, electronic data or any other information of any kind that is recorded or transmitted in a form to be read, used, accessed, processed, transmitted or stored by a Computer System.

17. arising from the conduct of the business in North America.
18. for claims made against the Insured by any associated, parent or subsidiary company or by any person or entity having a financial or executive interest in the Insured unless emanating directly from an independent third party.
19. for any claim or series of claims for 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:
    1. Coronavirus (COVID-19) including any mutation or variation thereof; or
    2. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

F. Conditions to Part 1

1. Claims Reporting

The Insured shall give written notice to the Insurers as soon as practicable of any claim made against the Insured (or of any specific event or circumstance which may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Insurers require. Every claim, writ, summons or process and all documents relating to the claim, event or circumstance shall be forwarded to the Insurers immediately when they are received by the Insured.

The Insured shall render at their own cost all such assistance as the Insurers may require in order to investigate defend or settle any claim and shall arrange to be available at their own cost for such interviews as may be required by the Insurers or any advisers or legal representatives appointed by the Insurers. If the Insured notifies the Insurers during the Period of Insurance of any event or circumstance which the Insurers accept may give rise to a claim being made against the Insured, then such claim shall for the purpose of this Policy be treated as having been first made against the Insured during the Period of Insurance.

This policy will allow the Insured the opportunity to notify Insurers of claims made against them or circumstances that may give rise to claims being made against them for up to 30 days after expiry of this insurance provided that the Insured first became aware of the claim or circumstance prior to expiry.

2. Recoveries

All recoveries made in respect of any claim under this Part 1 of the Policy shall be applied (after deduction of the costs, fees and expenses incurred in obtaining such recovery) in the following order of priority:

1. the Insured shall first be reimbursed for the amount by which their liability in respect of such claim exceeded the amount of indemnity provided by the Policy.

2. the Insurers shall then be reimbursed for the amount of their liability under the Policy in respect of such claim.

3. any remaining amount shall be applied towards the amount of the Deductible borne by the Insured in respect of such claim.

Professional Indemnity Section

A. Indemnity

Notwithstanding anything to the contrary contained in Exclusion 9 of Part 1, the Insurers will indemnify the Insured in accordance with the Operative Clause and Limits of Indemnity Clause against their legal liability for damages arising out of any negligent act, error or omission in the conduct or execution of the Professional Services and Duties of the Insured undertaken within the Territorial Limits in the course of the Business but not against claims arising out of or in connection with the nature or condition of any Product.

B. Specific Definitions

1. The Insured

1. the Company, Partnership, Close Corporation, Association or Person named in the Schedule (hereinafter in this definition referred to as the "Insured").

2. any present (including appointments made during the Period of Insurance) or former Director, Partner, Member, Principal or “In-house Consultant” of the Insured.

3. any present or former employee of the Insured in respect of those activities conducted within the course and scope of that employee’s employment with the Insured.

4. any predecessors of the Insured but only to the extent that liability attaches to the Insured.

5. in the event of the death, incapacity, insolvency or bankruptcy of any person treated as the Insured (in respect of claims against such person) his estate, legal representatives and heirs.

2. Professional Services and Duties

Professional Services and Duties means the activities and duties which would fall within the normal scope of duties performed by a professionally qualified person properly registered in terms of the current applicable Act/s that govern the field of business stated in the Schedule, being more specifically:

(a) design, specification and method of operation,

(b) supervision of construction but not supervision by the Insured of its own or its sub-contractor’s work where that work was undertaken in the Insured’s capacity as a building engineering contractor

(c) architecture, survey, preparation of feasibility studies, technical information and calculation,

(d) project management,

3. Tidal Waters

Ocean, coastal, river mouth or estuarine waters coming under continual influence of the tides.

C. Specific Exclusions

This Section does not indemnify liability :

1. arising out of the death of or bodily injury to or illness or disease sustained by any person under a contract of employment or apprenticeship with the Insured where such death, injury, illness or disease arises out of the execution of such contract.

2. arising out of employment practice liability being any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination (of any nature) in respect of employment by the Insured.

3. arising out of breach of contract unless such breach is a breach or alleged breach of Professional Services and Duties by the Insured or any other person upon whom the Insured has placed reliance.

4. arising out of loss of money (including, but not limited to postal and money orders and Kruger Rands)

5. arising out of theft or forgery.

6. arising out of defamation.

7. contributed to by an act or omission involving an element of dishonesty, criminality or malice committed by or on behalf of the Insured.

8. arising out of any breach or infringement of copyright, patent, license, trademark or trade secret.

9. arising out of the insolvency of the Insured.

10. as a result of any work undertaken by or behalf of the Insured in connection with the Gautrain Project unless specifically agreed and endorsed hereon.

11. arising out of any Professional Services and Duties in respect of work undertaken by or on behalf of the Insured in Tidal Waters unless specifically agreed and endorsed hereon.

12. arising out of failure to effect or maintain insurance.

13. arising out of any advice given in connection with North American Law.

14. for the Deductible.

15. arising out of the loss of or damage to any building or physical structure manufactured, constructed, erected, installed, repaired, altered or demolished by or on behalf of the Insured, where the Insured or any person or entity on behalf of the Insured, has entered into a contract to manufacture, construct, erect, install, repair, alter or demolish such building or other physical structure.

16. arising out of the failure to procure:

(a) finance for any project.

(b) planning, zoning or other central or regional government approvals, licenses, permits and the like.

(c) contract guarantees or performance guarantees or suppliers guarantees.

17. arising out of the giving by the Insured of any express warranty or guarantee but this specific exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee.

18. arising out of estimates of probable construction costs or cost estimates being exceeded or estimates of profit or return on capital not being achieved.

19. arising out of the failure by the Insured to meet completion dates.

20. arising directly or indirectly out of or in connection with

1.any trading losses, trading debts or trading liabilities incurred as a result of the undertaking of the Insured's Professional Services and Duties including but not limited to:

(a) a refund of any fee or disbursement charged by the Insured to a client.

(b) damages or compensation or payment calculated by reference to any fee or disbursement charged by the Insured to a client.

(c) payment of costs relating to a dispute about fees or disbursements charged by the Insured to a client.

(d) any labour dispute or act of an administrative nature in the Insured's Business.

2. the Insured acting as a paymaster or any other activities where the Insured has access to their client's bank accounts or is authorised to transact therefrom.

D. Specific Conditions

These Specific Conditions are Conditions precedent to the liability of the Insurers to provide indemnity under this Policy:

1. The Insured shall at all times maintain accurate descriptive records of all professional services which records shall be made available for inspection and use by the Insurers or their duly appointed representatives insofar as they pertain to any claim under this Policy.

2. Where this Section has been extended to include dishonest acts or omissions of any person treated as the Insured, in respect of claims arising from such dishonesty, the Insured shall take all possible action to sue for and obtain reimbursement from such person and any money or other property held by the Insured which, but for such dishonesty, would be due to such person shall to the extent allowable in law, be deducted from the Insured's loss.

3. The Insured shall be fully qualified and registered with the relevant Industry Body / Association in terms of legislation as applicable.

E. Specific Extensions

Provided always that the total liability of the Insurers is not increased beyond that, which would have applied in their absence, the following Extensions, if stated in the Schedule to apply, shall unless specifically varied herein:

a) be subject to the relevant Limits of Indemnity and Deductibles stated in the Schedule.

b) be subject otherwise to the terms, Exclusions, Conditions and Limits of Indemnity of this Policy.

1. Sub Contracted Professional Services and Duties

The indemnity by this Section extends to the Professional Services and Duties sub-contracted or sub-let by the Insured necessary for the conduct of the Business/Profession provided always that:

1. such Professional Services and Duties shall only be sub-contracted or sub-let to suitably qualified firms, persons or parties.

2. the Insured shall at all times retain all rights of recourse against such firms, persons or parties and will give all reasonable assistance to the Insurers in effecting such rights.

2. Liability following Employee Dishonesty

Notwithstanding anything to the contrary contained in Specific Exclusion 7 of this Section, the indemnity by this Section extends to the Insured's legal liability arising out of a dishonest, fraudulent or malicious act or omission of any Employee (not being a Director, Partner or Principal) of the Insured, provided always that :

1. no indemnity shall be granted in respect of claims arising out of the dishonest, fraudulent or malicious act or omission of any Employee after the discovery of or reasonable suspicion of any such act or omission on the part of the same Employee which has given or may give rise to a claim under this Section.

2. any indemnity under this Extension arising out of the collusion of two or more Employees shall be deemed to have arisen by one and the same dishonest fraudulent or malicious act or omission.

3. no indemnity applies for losses which are insured or insurable under a fidelity guarantee policy of insurance.

4. no indemnity applies for losses which are insured or insurable under a misappropriation of trust funds or trust property policy of insurance.

3. Loss of Documents (only applicable if included on the Schedule)

Notwithstanding Exclusion to Part 1 (E.14) to the contrary, this Section extends subject to Limits of Indemnity Clause to indemnify the Insured for costs and expenses incurred by the Insured with the written consent of the Insurers in the replacement or restoration of Documents following loss or damage to such Documents discovered during the Period of Insurance.

4. Fee Recovery (only applicable if included on the Schedule)

The indemnity by this Section extends to legal costs, fees and expenses incurred by the Insured in connection with legal proceedings instituted by the Insured during the Period of Insurance for the recovery of professional fees due to the Insured, subject to the following conditions:

1. prior to instituting any proceedings;

(i) the Insured must inform Insurers of the intention to institute such proceedings.

(ii) Insurers must be advised by their Legal Advisers that: - the legal merits of the claim and the prospects of a meaningful recovery are such that the envisaged proceedings would be feasible; and - there is a reasonable probability that a counter claim could be instituted, in terms of the Insuring Clause of the policy, by the party against whom the Insured is instituting such legal proceedings, arising from work undertaken.

2. Insurers liability, after application of the Deductible is limited to 80% of all costs, fees and expenses incurred.

Important note regarding this extension

- It is very important that the insured consult with the insurers, prior to initiating legal proceedings

The insured has to demonstrate the following:
- That there are reasonable prospects of a successful recovery
- That there is a reasonable probability that a counter claim could be instituted against the insured, under the PI policy, by the third party against whom the insured is taking action.

This is common where the third party is witholding the insured's professional fees because they are unhappy with the professional services rendered by the insured.

What is excluded?
The same exclusions that apply to the PI section apply here too.
It is worth noting that the extension carries a 20% deductible.

Who could benefit from it?
- Assessors, Estate Agents, Environmental Consultants, Occupational Health and Safety professionals, Architects, Engineers, Surveyors and Project managers.

This cover is not available to the following professions:
- Legal and Accounting professions
- BEE Verification Agencies

5. Joint Venture and Consortium Agreements

The indemnity by this Section extends to indemnify the Insured for the Insured's apportionment of the legal liability (including Costs and Expenses) of a Joint Venture Agreement or Consortium Agreement that the Insured has entered into or of an entity formed as a result of such Joint Venture Agreement or Consortium Agreement, provided always that:

1. no separate indemnity, other than that provided by this Policy, has been arranged for the benefit of the Insured under the Joint Venture Agreement or Consortium Agreement.

2. Insurers shall be entitled to exercise any rights of recourse in respect of loss indemnified hereunder which rights vest in the Insured by virtue of the Joint Venture Agreement or Consortium Agreement.

Directors' and Officers Liability Section

A. Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause and the Limits of Indemnity Clause for:

1. claims first made against the Insured jointly or severally during the Period of Insurance for which the Insured shall become legally liable to pay compensation

2. reimbursement where permitted by law, of such compensation paid to the Insured by the Company in respect of those claims first made against the Insured during the Period of Insurance for which the Insured is legally liable

3. costs, charges and expenses awarded to claimants in respect of claims made against the Insured which are the subject of Indemnity under Clauses 1. and 2. above

following upon an Occurrence of a Wrongful Act.

4. costs, charges and expenses incurred by the Insured, with the Insurers' written consent and where permitted by law, for defence of allegations of a Wrongful Act which are first made during the Period of Insurance.

B. Specific Definitions

1. 2008 Companies Act

The Companies Act, Act No 71 of 2008 or any other similar legislation in any other jurisdiction.

2. The Company

Any company comprising the company named in the Schedule and any Subsidiary of the named Company.

3. Directors

1. board members of the Company, including former Directors, alternative Directors and the Company Secretary;

2. a prescribed officer as defined in the 2008 Companies Act or any similar position in any other jurisdiction;

3. a person who is a member of a committee or the board of the Company, including the audit committee;

4. Employees of the Company to the extent that such employees are acting in a managerial or supervisory capacity within the Company or are construed so to be within the meaning of any applicable law or regulation governing such matters.

4. Employment Related Wrongful Act

Any actual or alleged breach of any employment related legislation.

5. Environmental Impairment

The emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes; smoke, soot or other airborne particulates; acids, alkalis, chemicals and waste; electromagnetic waves; noise, vibrations; or other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water which changes the natural state or condition of the soil, the atmosphere or any watercourse or body of water; the depositing or storing of effluent, noxious substances nuclear material or nuclear waste; the breach of any legislation relating to the aforegoing.

6. The Insured

Either in the singular or plural shall mean natural persons who are Directors of the Company acting in such capacity.

7. Occurrence of a Wrongful Act

An instance of a Wrongful Act or continuous or repeated and related Wrongful Acts done or wrongly attempted by the Insured which, unexpectedly or unintentionally, result in liability as insured by this Policy. The General Definition of Occurrence includes an instance of a Wrongful Act or series of repeated Wrongful Acts which have a specific and common originating cause or source done or wrongly attempted by the Insured. When the Occurrence of a Wrongful Act cannot be fixed or attributed to a particular date, for the purposes of this Section, the Wrongful Act will be deemed to have occurred when the Insured first had any knowledge thereof.

8. Prosecution Costs

The legal and other professional fees, costs and expenses, incurred by an Insured with the prior written consent of the Insurers to bring legal proceedings to obtain a discharge or revocation of:

1. an order disqualifying an Insured from holding office as a company Director in terms of Section 69 of the 2008 Companies Act or similar provisions in any other jurisdiction.

2. an interim or interlocutory order:

    1. confiscating, controlling, suspending or freezing rights of ownership of real property or personal property or personal assets of such Insured.

    2. a charge over real property or personal assets of the Insured.

    3. an order of court imposing a restriction of the Insured's liberty.

    4. the deportation of an Insured following the revocation of otherwise proper, current and valid immigration status for any reason other than the Insured's conviction of a crime.

9. Reckless Trading

The carrying on of business in a reckless manner, with gross negligence, with the intent to defraud any person, for any fraudulent purpose or trading under insolvent circumstances as described in the 2008 Companies Act or any similar provision in any other jurisdiction.

10. Securities

Any shares in the capital of a company and includes stock and debentures convertible into shares and any rights or interests in a company or in respect of such shares, stock or debentures.

11. Subsidiary

Any company which the Company or a Subsidiary controls through:

1. holding a majority of the voting rights.

2. the right to appoint or remove a majority of its board of directors.

3. controlling alone or pursuant to a written agreement with other shareholders or members, a majority of the voting rights therein.

12. Wrongful Act

Any actual or alleged wrongful breach of duty, breach of trust, act, error, omission, misstatement, misleading statement by the Insured in their capacity as Directors, including an Employment Related Wrongful Act. For the purposes of Operative Clause 1.4, a Wrongful Act is extended to include allegations of:

1. any criminal act, willful misconduct, willful breach of trust, Reckless Trading or breach of authority

2. the Insured having gained personal profit, reward or advantage or received remuneration to which they were not legally entitled

3. the Insured having improperly benefited from securities transactions by making use of information that was not available to other sellers or purchasers of such securities

whilst acting in their capacity as Directors.

C. Specific Exclusions

This Section does not provide indemnity or advancement of defence costs, against any claim or allegation:

1. which, other than costs as provided for under Indemnity Clause 1.4, is based upon or which arises directly or indirectly:

1. from any criminal act, willful misconduct, willful breach of trust, Reckless Trading or breach of authority.

2. or is attributable to any of the Insured gaining any personal profit, reward or advantage or receiving any remuneration to which they were not legally entitled.

3. or results from or is in consequence of or in any way involves any allegation that the Directors improperly benefited from securities transactions by making use of information that was not available to other sellers or purchasers of such securities.

4. or is in consequence of or in any way involves any actual or alleged dealings of any nature whatsoever by which it is sought to affect the price of or marketing of any shares and/or debentures of the Company or of any foodstuff or raw material or commodity or currency or of any negotiable instrument other than dealings carried out in accordance with all laws, rules and regulations applicable to such dealings.

5. based upon payments, commissions, gratuities, benefits or any other favour to or for the benefit of any: political group or party; government or armed services official or director, officer, employee, or any person having a proprietary interest in any customer of the Company.

6. which is deemed to be uninsurable under any law applicable to this Policy. All costs, charges and expenses advanced in terms of the above shall be repaid to the Insurers immediately should the defence or reasonable appeals as agreed with Insurers, be unsuccessful.

2. arising directly or indirectly, resulting from, or in any way involving the Insured in a capacity as trustee, fiduciary under law or administrator of any pension or welfare plan, profit sharing, share option, share incentive scheme or trust.

3. for the payment of any fine or penalty or any amount which is deemed uninsurable or contrary to public policy.

4. instigated or made by any shareholder of the Company holding more than 25% of the Company's shares, stock or debentures (unless applicable under Optional Extensions).

5. arising out of any failure to effect or maintain any insurance relating to the Company.

6. made by any third party based upon or alleging or originating from breach of any professional duty owed to such third party. This exclusion shall not apply to allegations of failure to supervise.

7. made, and instigated by any Director against any other Director. However this exclusion shall not apply to:

    1. any claim brought or maintained by a Director for contribution or indemnity, if the claim directly results from another claim otherwise indemnified under this Policy.

    2. any shareholder action brought or maintained on behalf of the Company without the solicitation, assistance or participation of any Director or the Company.

    3. any claim brought or maintained by a curator, liquidator, receiver or administrative receiver either directly or derivatively on behalf of the Company without the solicitation, assistance or participation of any Director or the Company.

    4. any claim brought or maintained by any former Director of the Company.

    5. any Employment Related Wrongful Act.

    6. costs and expenses only, in respect of any action instituted by any other Director.

8. arising directly out of any actual or alleged bodily injury, sickness, disease, mental anguish, emotional distress or any actual or alleged invasion of privacy or death of any person or any actual or alleged damage to or destruction of any tangible property. Provided that the above shall not apply to emotional distress and/or injury to feelings resulting from an Employment Related Wrongful Act.

9. relating to a list of the Company's securities/stock on a North American securities exchange and/or participation in an American Depository Receipts (ADR's) programme.

10. based upon or attributable to the actual or intended initial private placement or initial public offering of any Securities of the Company.

11. arising solely out of any acquisition or new investment failing to perform as represented or as expected to perform in the absence of a Wrongful Act.

12. arising out of Environmental Impairment other than indemnity purchased under the optional extensions, if applicable.

13. involving claims made or incidences reported against the Insured and notified to the insurers of any other policy attaching in a period prior to the Period of Insurance or for Occurrences of Wrongful Acts known to the Insured at the inception of this Policy which could reasonably have been foreseen to give rise to a claim against the Insured for Occurrences of Wrongful Acts advised to the insurers of any other policy attaching in a period prior to the Period of Insurance nor for Occurrences of Wrongful Acts prior to the applicable Retroactive Date (if any) stated in the Schedule.

D. Specific Conditions

1. The Insured shall notify the Insurers in writing as soon as possible, but in any event no later than 30 days:

    1. after receiving a written demand, service of suit or institution of legal proceedings, arbitration or other alternate dispute resolution alleging Occurrence of Wrongful Act or becoming aware of the intention of any person to take any such action against the Insured.

    2. after receiving notice of any criminal prosecution of any of the Insured in their capacities as Directors of the Company.

    3. after receiving notice requiring attendance at any official investigation, examination, inquiry or other proceedings ordered or commissioned by any regulatory authority empowered to investigate the affairs of the Company.

    4. after becoming aware of any fact, circumstance or event which in the reasoned opinion of the Insured could give rise to such demand or action as contemplated by 1.1 to 1.3 at any future time.

2. Any misrepresentation or nondisclosure due to the dishonesty of any signatory to the Proposal Form provided by the Insured, committed whilst acting in the capacity of a Director prior to the signing of such Proposal Form, shall not be imputed to any other Insured.

3. This Section will not be drawn into contribution with any other insurance indemnity effected by the Insured except in respect of any excess beyond the amount payable under such other insurance.

4. In the event of the takeover or merger of the Company by or respectively with any other organisation or the sale of its assets, the indemnity provided hereunder is amended to apply only to claims immediately notified by reason of Wrongful Acts committed by the Insured prior to the date of such takeover or merger or sale of its assets and the Insurers reserve the right thereafter to discontinue cover or renegotiate terms should the need arise.

E. Automatic Extensions

1. The Estates, Heirs, Legal Representatives or Assignees

Indemnity for the Insured will also apply to the following, but only in respect of any Wrongful Act committed or alleged to have been committed by the Insured while serving in a capacity as director, officer or employee of the Company:

    1. the estates, heirs, legal representatives or assignees (and any other legal entity not excluded by local statute from fulfilling similar functions) of such Directors in the event of death, incapacity, bankruptcy or insolvency.

    2. the lawful spouse of such Director but only for claims brought against such spouse solely by reason of the status as lawful spouse and such spouse's ownership or interest in property which the claimant seeks as recovery for an alleged Wrongful Act of the Insured.

2. Defamation

In consideration of the premium charged it is confirmed and agreed that the definition of Wrongful Act is amended to include libel, slander and defamation of character attempted by any Directors in their respective capacities as a Director of the Company. The SubLimit for this extension is 10% of the Limit of Indemnity.

3. New Subsidiaries

With the exception of any entity domiciled in North America, the indemnity granted by this Section extends to include a new Subsidiary created or acquired during the Period of Insurance provided that:

    1. a newly created or acquired subsidiary does not project an Annual Turnover exceeding 15% of the Company's latest audited Annual Turnover

figure.

2. an acquired subsidiary does not have a previous claims history.

3. the Company shall give such information as the Insurers may require and shall pay any reasonable premium required by Insurers within forty five (45) days of such creation or acquisition.

4. indemnity only applies for Wrongful Acts committed or alleged to have been committed after such creation or acquisition.

4. Investigation and Inquiry Costs

Indemnity is automatically extended to include costs, charges and expenses incurred by the Insured during the Period of Insurance with the Insurers written consent for legal representation arising out of attendance at any official investigation, examination, inquiry or other proceedings ordered or commissioned by any regulatory authority empowered to investigate the affairs of the Company.

5. Aggregate Reinstatement

In the event of reduction in whole or in part of the Limit of Indemnity specified in the Schedule by reason of payment of claims including costs and expenses the Limit of Indemnity shall be immediately reinstated as to the amount of such reduction. Nothing in the foregoing shall increase the liability of the Insurers beyond the stated Limit of Indemnity in respect of any claim or series of claims attributable to one Occurrence of a Wrongful Act. The total liability of the Insurers under this Policy in respect of the Period of Insurance shall be limited to twice the amount stated in the Schedule, after reinstatement.

6. Bail Bond Costs

This Section is extended to include Bail Bond Costs. Bail Bond Costs means the reasonable premium (excluding any required collateral) for a bond or other financial instrument to guarantee an Insured's contingent obligation for bail required by a court following upon the Occurrence of a Wrongful Act. The SubLimit for this extension is 10% of the Limit of Indemnity.

7. Bodily Injury and Property Damage Defence Costs

The Insurers will pay the defence costs of each Insured Person for any claim in respect of bodily injury and/or property damage. For the purpose of this extension no cover will be granted for actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity. The SubLimit for this extension is 10% of the Limit of Indemnity.

8. Crisis Communication Costs

The Insurers will pay Crisis Communication Costs. Crisis Communication Costs mean any reasonable professional fees, costs or expenses of any accredited strategic communication consultant, retained by an Insured with the Insurers prior written consent following upon the Occurrence of a Wrongful Act. The SubLimit for this extension is 10% of the Limit of Indemnity.

9. Deprivation of Assets Expenses

The Insurers will pay Deprivation of Assets Expenses arising from a claim or investigation first made during the Period of Insurance. The SubLimit for this extension is 10% of the Limit of Indemnity.

Deprivation of Assets Expenses shall mean the payment of the following services directly to the provider of such services in the event of an interim or interlocutory order confiscating, controlling suspending or freezing rights of ownership of real property or personal assets of an Insured during the Period of Insurance (Schooling, Housing, Utilities, Personal insurances) such expenses will only be payable provided that a personal allowance

has been directed by the court to meet such payments and such personal allowance has been exhausted. Such expenses will be payable after 30 days following the event described above for a period not exceeding 12 months.

10. Emergency Defence Costs and Legal Representation Expenses

If it is not possible for the Insured to obtain the Insurers consent prior to incurring defence costs and legal representation expenses, the Insurers will give retrospective consent provided the Insurers consent is sought within 14 days of such costs and expenses being incurred and provided the costs would ordinarily have been paid for a Wrongful Act under the Policy. The SubLimit for this extension is 10% of the Limit of Indemnity.

11. Extradition Proceedings

The Insurers will pay Defence Costs, Bail Bond Costs and Crisis Communication Costs in relation to Extradition Proceedings. "Extradition Proceedings" shall mean:

1. A request for extradition of an Insured

2. Any associated appeals, and the pursuit of judicial review proceedings against the decision to extradite.

The Sub Limit for this extension is 10% of the Limit of Indemnity.

12. Prosecution Costs

The Insurers will pay Prosecution Costs following an Occurrence of a Wrongful Act first made during the Period of Insurance. The Sub Limit for this extension is 10% of the Limit of Indemnity.

13. Retired Directors

If the Insured cannot renew or replace this Section with any other insurance affording directors' liability or similar liability cover, a Discovery period of 12 months after the date of such nonrenewal will be provided under this Policy during which time written notice may be given to the Insurers of any claim first made against any Director of the Company who retired before the date of nonrenewal and which claim is otherwise covered by this Policy. This extension is not available in the event of a takeover, merger, or change of control.

14. Outside Directorships

The Insurers agree that the indemnity afforded by this Section is extended to any Insured in respect of a Wrongful Act committed by such Insured whilst serving in the capacity of Director of any other company subject to the following:

a) such position is held at the specific request of the Company.

b) such indemnity shall not be construed to extend to any Wrongful Act committed or alleged to have been committed by any of the other Directors of such aforementioned entities in which the position is held.

c) such indemnity shall be reduced by the amount payable or paid under any other indemnity or insurance available to such Director by reason of serving in such position.

d) such indemnity shall only apply to positions advised to and agreed to in writing by the Insurers.

e) If the outside entity's Directors insurance is provided by the Insurers, then the total Limit of Indemnity for all claims covered by virtue of this extension shall be reduced by the amount paid to any Insured under such policy.

Public Liability Section

A. Indemnity

The Insurers will indemnify the Insured in accordance with the Operative Clause and the Limits of Indemnity Clause against their legal liability for damages for and arising out of Injury or Damage but not against claims arising out of or in connection with the nature or condition of any Product.

B. Specific Exclusions

This Section does not indemnify liability:

1. arising out of the ownership, possession or use by or on behalf of the Insured of any Vehicle other than:

    1. the use as a tool of trade of plant forming part of or attached to or used in connection with the Vehicle.

    2. the loading or unloading or the bringing or taking away of a load from any Vehicle beyond the limits of any public thoroughfare.

    3. damage sustained by any bridge, weighbridge, road or thoroughfare or anything beneath caused by the weight of any Vehicle or of the load carried thereon.

    4. Injury or Damage arising out of any Vehicle temporarily on the Insured's premises using the parking facilities provided by the Insured.

    5. arising out of the possession or use by or on behalf of the Insured at any railway siding of any Vehicle belonging to any rail service provider, government or quasigovernment department, provincial administration or municipality to the extent of any requirement by Statute or Statutory Regulation.

    6. a trailer not attached to a selfpropelled Vehicle.

2. for damage to property owned, leased or hired by or under hire purchase with or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

    1. premises (including landlord's fixtures and fittings) tenanted by the Insured.

    2. directors', employees' and visitors' clothing or personal effects.

    3. damage to Vehicles and their contents and accessories, the property of tenants, customers, visitors or employees of the Insured using parking facilities provided by the Insured.

    4. tangible property (including Vehicles) belonging to any rail service provider while in the Insured's care, custody or control.

    5. premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).

3. for Injury to any Employee where such Injury arises from and in the course of employment.

4. for the cost of repair inspection alteration correction or replacement or making good any defective workmanship or materials or any defect in any Product of the Insured.

5. for damage to any land, building or other structure by subsidence or collapse caused by dewatering operations or by the removal or weakening of or interference with support.

6. for damage to property (including without limitation any permanent works, materials, site accommodation, construction plant, machinery or equipment) held in the custody of the Insured or any parties indemnified by this Section, that is incidental to the work being performed and is adjacent to or is connected to such work pursuant to a contract of erection, repair or maintenance.

This Exclusion applies notwithstanding insurance under any contract works or erection all risks type of insurance or like insurance for the interests of the Insured and such parties in such property and regardless of any rights of recourse, exercisable against the Insured or such parties, held by the Insurers thereof.

Defamation Section

A. Indemnity

The Insurers will indemnify the Insured in accordance with the Operative Clause and the Limits of Indemnity Clause against their legal liability for damages for and arising out of defamatory statements whether written or verbal made by the Insured provided always that no indemnity shall be granted in respect of claims arising out of any publication in any journal, magazine or newspaper or on radio or television.

Employers' Common Law Liability Section

A. Indemnity

The Insurers will indemnify the Insured in accordance with the Operative Clause and the Limits of Indemnity clause against their legal liability for damages for and arising out of Injury to any Employee arising from and in the course of employment.

B. Specific Exclusions

This Section does not indemnify liability arising out of or related to or in respect of:

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

2. any 'compensatable disease' as defined in Section 1 sub-Section (1) (a) to (f) of the Occupational Diseases in Mines and Works Act No. 78 of 1973.

3. assumed by the Insured by agreement.

4. for claims made against the Insured by any Employee (including a dependent of an Employee) for or arising out of Injury sustained where such Injury is compensable under the provisions of any legislation, regulation or decree. This exclusion shall apply notwithstanding that under such legislation, regulation or decree and for any reason whatsoever, no or unsatisfactory compensation or allegedly unsatisfactory compensation is paid.

C. Memorandum

General Exclusion 1.4 is not applicable to this Section.

Employment Practices Liability Section

A. Indemnity

The Insurers will indemnify the Insured in accordance with the Operative Clause and the Limits of Indemnity Clause for Loss arising out of an Insured Event.

B. Specific Definitions

1. Insured Entities

If the Insured is reflected in the Schedule as

1. an Individual, then both the Insured and spouse (whether such status is derived by reason of Statutory Law, Common Law or otherwise) or their heirs or legal representatives are deemed to be Insureds for their respective rights and interests in relation to the business.

2. a Company or Close Corporation, then both the company and Close Corporation are Insured Entities. The shareholders or Members shall also be deemed to be Insureds but only for their respective liability as shareholders or Members.

3. Partnership or Joint Venture, the partnership/joint venture shall be Insured Entities. Partners and their respective spouses (whether such status is derived by reason of Statutory Law, Common Law or otherwise) or their heirs or legal representatives shall also be deemed to be Insureds for their respective rights and interests. No person or organisation is covered for any current or past partnership or joint venture not named in the Policy Schedule.

2. Loss shall mean legal liability of the Insured for:

1. damages, judgements or awards as determined by the Commission for Conciliation Mediation and Arbitration (CCMA), a registered Bargaining Council, the Labour Court or the Labour Appeal Court or any other competent court of law of the Republic of South Africa.

2. settlements as agreed by all parties, whether by negotiation, mediation or arbitration and entered into with the Insurers' prior written consent.

Loss does not include:

1. fines or penalties.

2. non-monetary liability.

3. liquidated damages where there is a finding of wilfulness.

4. punitive or exemplary damages.

5. payment of any employee benefits which would have become due to the Employee had the Insured provided a continuation of employment.

6. severance, retrenchment or redundancy packages or compensation in respect of a notice period or is determined to be owing under an express written contract of employment or pursuant to an express written obligation to make payments in the event of termination of

employment.

7. costs incurred by the Insured to modify or adapt any building or property in order to make such building or property more accessible or accommodating to any disabled person.

8. matters which may be deemed uninsurable according to the law under which this policy is construed.

3. Discrimination means termination of the employment relationship, a demotion or failure to employ or promote or denial of any employment benefit or the taking of any adverse or diff erential employment action because of race, gender, marital status, ethnic or social origin, colour, religion, conscience, belief, culture, language, birth, age, sex, disability, pregnancy, sexual orientation.

4. Sexual Harassment means: unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature that:

1. are explicitly or implicitly made a condition of employment.

2. are used as a basis for employment decisions.

3. create a work environment that interferes with performance.

4. result in a Constructive Dismissal.

5. result in the termination of the employment relationship.

5. Unfair Dismissal means an allegation that the employment relationship was terminated by the Insured:

1. without following proper procedures for dismissal as laid out in the Insured's own documented disciplinary procedures.

2. without establishing the Employee's misconduct or incapacity.

3. without properly establishing that the operational needs of the business required the dismissal. Operational needs mean requirements based on the economic, technological, structural or similar needs of the employer.

6. Automatically Unfair Dismissal means an allegation that the employment relationship was terminated by the Insured:

1. because the Employee intended to or did take part in a strike a orded protection under the Labour Relations Act 66 of 1995 s(64).

2. because the Employee refused to do the work of a striking worker.

3. to force an Employee to accept a demand.

4. because the Employee is, was or intended to become pregnant.

5. because the Employee intended to or did exercise a legal right or took part in legal action against the employer.

7. Constructive Dismissal means an allegation that the employment relationship was terminated by the Employee because the employer had made continued employment intolerable for the Employee.

8. Unfair Employment Practice means:

1. Discrimination

2. Sexual Harassment

3. Unfair Dismissal

4. Automatically Unfair Dismissal

5. Constructive Dismissal

6. Defamation

9. Employee means:

1. an individual who has entered into and works under any contract of service whether verbal or written, with the Insured.

2. a person who has not entered into any contract of service, whether verbal or written, with the Insured but is considered as an employee due to the degree of control and supervision provided by the Insured by operation of law.

3. contract, leased or temporary workers, volunteers, employees of independent contractors, individuals who are independent contractors or non executive directors but only if they are considered to be employees of the Insured by operation of law.

10. Insured Event means an Employee or former Employee or an applicant for employment alleging an Unfair Employment Practice during the Period of insurance.

11. Claim means any one or more of the following notices received by the employer in which it is alleged that an Insured Event has taken place:

1. CCMA or Bargaining Council referral form.

2. a Notice of Set Down.

3. a summons from the Labour Court.

4. a written demand for damages from the Employee.

C. Specific Exclusions

This Section does not indemnify liability

1. arising out of any obligation under any worker's compensation, disability benefits or unemployment compensation laws or any similar law. This exclusion does not however apply to any Loss for Unfair Employment Practice on account of the filing of a worker's compensation claim or a claim for disability benefits.

2. for Loss arising out of the malicious, wilful or intentional failure to comply with the Insured's own documented procedures for dealing with discipline or grievances in the workplace. The Insurers may waive this exclusion if the Insured is able to demonstrate that reasonable steps were taken to follow such procedures in respect of the specific Insured Event.

3. arising out of the wilful or intentional failure to comply with any law or any governmental or administrative order or regulation by or with any Insured's knowledge or consent or acquiescence.

4. for Loss which any Insured becomes legally liable by reason of the assumption of another's liability for an Insured Event in a contract or

agreement. This exclusion does not apply to liability for damages because of an Insured Event that any Insured would have incurred without the contract or agreement.

5. for Loss arising out of a strike, lockout or other similar action resulting from labour disputes or labour negotiations contained within the Labour Relations Act or any similar Legislation provided that this exclusion shall not apply where employment is terminated by the employer a er following the Insured's own disciplinary procedures and in response to an Employee engaging in illegal or malicious conduct whilst participating in a legally protected strike and In response to an Employee taking part in an illegal strike

6. for Loss su ered by any claimant's domestic partner, spouse, child, parent, brother or sister as a consequence of an Insured Event.

7. for an Insured Event which arises out of any reorganisation operations, downsizing operations, closure of one or more plants or places of business operations resulting in the termination, retrenchment or redundancy within any sixty (60) day period of fifty (50) or more Employees or more than twenty percent (20%) of the total number of the Insured's Employees whichever is the lesser unless the Insured has followed the procedures outlined in Section (189) of the Labour Relations Act 66 of 1995.

8. for an allegation that the Insured failed to meet any minimum wage requirements as determined by any statute, sectoral determination or collective bargaining agreement.

9. for Loss which constitutes compensation in respect of a notice period or is determined to be owing under an express written contract of employment or pursuant to an express written obligation to make payments in the event of termination of employment.

D. Specific Conditions

A person or organisation may sue to recover on an agreed settlement or on a final judgement against an Insured obtained a er an actual trial, but Insurers shall not be liable for damages that are not payable under the terms of this Section or that are in excess of the applicable Limit of Indemnity as stated in the Schedule of Limits of Indemnity. An agreed settlement means a settlement and release of liability signed by Insurers, the Insured and the claimant or the claimant's legal representative.

Statutory Defence Costs Section

A. Indemnity

The Insured or any Employee of the Insured is indemnified by this Section for the reasonable costs and expenses incurred with the Insurer's consent in the defence of any prosecution of the Insured or any Employee of the Insured, first prosecuted during the Period of Insurance, for a breach or alleged breach of any statute provided that the Insurers shall not be liable for any fines or penalties imposed as a consequence of prosecution.

B. Specific Exclusions

This Section does not defend any prosecution for breach or alleged breach

1. of any Statute governing the ownership, use or licensing of vehicles, aircraft and watercraft,

2. of the Companies Act No.71 of 2008 or any other similar legislation in any other jurisdiction,

3. of the Competition Act, Act No. 89 of 1998,

all as read in conjunction with the Criminal Procedure Act, Act No.56 of 1955 of the Republic of South Africa (all as amended from time to time) or any similar provision, Act, ordinance or regulation in force in any jurisdiction or country in which the breach of statute is alleged to have occurred.

This Section does not defend any prosecution for breach of Statute that occurred or is alleged to have occurred prior to the Retroactive Date stated in the Schedule.

Wrongful Arrest

A. Indemnity

The Insurers will indemnify the Insured in accordance with the Operative Clause and the Limits of Indemnity Clause against their legal liability for compensation for and arising out of

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

2. defamation arising out of wrongful imprisonment or malicious prosecution.

B. Specific Exclusion

This Section does not indemnify liability arising out of any actual or any alleged unfair labour practice as contemplated by the Labour Relations Act 66 of 1995 or any Act passed in substitution thereof or similar legislation in any other territory.

Part 2 - Personal Accident Insurance

A. Insuring clause

The Insurers will pay to the Insured, on behalf of the Insured Person or his estate, the compensation stated in the Schedule of Circumstances and Compensation if, during the Period of Insurance, any Insured Person sustains Accidental Bodily Injury, at an identifiable time and place, which injury shall directly and independently of all other causes result, within twentyfour calendar months, in Death, Disability or in Emergency Expenses being incurred as specified in the Schedule of Circumstances and Compensation.

B. Definitions to part 2

For the purpose of this Part 2 the following words and phrases shall have the meaning as assigned to them hereunder.

1. Permanent Disability

Permanent Disability shall mean:	Compensation
a) Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
b) permanent and total loss of whole eye, sight of eye, sight of eye except perception of light	100%
c) Permanent and total loss of hearing:-	
i) both ears	100%
ii) one ear	25%
d) Permanent and total loss of speech	100%
e) Injuries resulting in permanent total disability from following usual occupation and any other equivalent occupation for which the Insured Person is fitted by education, knowledge or training	100%
f) Loss of four fingers	70%
g) loss of thumb:	
i) both phalanges	30%
ii) one phalanx	15%
h) Loss of finger:	
i) three phalanges	15%
ii) two phalanges	10%
iii) one phalange	5%
i) Loss of metacarpals:	
i) first or second (each metacarpal)	3%
ii) third, fourth or fifth (each metacarpal)	2%
j) Loss of toes:	
i) all on one foot	30%
ii) great, both phalanges	10%
iii) great, one phalanx	5%
iv) other than great, if more than one toe lost, each	5%
k) Permanent disfigurement of:	
i) the head and neck, provided the total area affected exceeds 20% of the total area of the head and neck	A percentage of 100% compensation in direct proportion to the area affected
ii) the hands, provided the total area affected exceeds 20% of the total area of the hands	A percentage of 100% compensation in direct proportion to the area affected
iii) all other areas of the body, provided that the total area affected exceeds 5% of the total area of the body	A percentage of 100% compensation in direct proportion to the area affected

Memoranda applicable to Permanent Disability

1. Where the injury is not specified, the Insurers will pay such sum which is not inconsistent with the above provisions.

2. Permanent total loss of use of part of the body shall be treated as loss by physical separation of such part.

3. 100% shall be the maximum percentage of compensation payable for Permanent Disability for any one Insured Person in respect of each and every claim.

4. If a claim for loss of part of the body is payable under Definitions (a) to (j). or if the percentage of compensation due under (k). is greater than the percentage of compensation payable under (a) to (j) compensation under Definition (k). shall not be payable in respect of the same part of the body.

2. Accident/Accidental

Accident/Accidental shall mean any sudden, unexpected, unusual, specific, visible, violent and fortuitous event that occurs at an identifiable time and place which directly and independently of any other cause results in Bodily Injury as defined. Accident/Accidental shall also mean Detention as herein defined.

3. Acquired Immune Deficiency Syndrome (AIDS)

Acquired Immune Deficiency Syndrome (AIDS) shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a seropositive test for HIV.

4. Act of Terrorism

“An Act of Terrorism” includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal 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.

5. Act of Violence

Act of Violence shall mean an assault, robbery, rape, kidnapping or armed car hijack

6. Annual Earnings

Annual Earnings shall mean the annual rate of wage, salary, fixed annual bonus and cost of living allowance being paid or allowed by the Insured to the Insured Person at the time of Accidental Bodily Injury, plus overtime, house rents, food allowances, commissions and other considerations of constant character earned by the Insured Person from his employment with the Insured or allowed by the Insured to the Insured Person, during the 12 months immediately preceding the date of Accidental Bodily Injury. If the Insured Person has not been in the continuous employ of the Insured for 12 calendar months, the amount to be added for overtime, house rents, food allowances, commissions and other considerations of constant character shall be the average monthly amount earned during the period of employment times 12.

7. Average Weekly Earnings

Average Weekly Earnings shall mean one fiftysecond part of Annual Earnings.

8. Bodily Injury

Bodily Injury shall mean bodily injury caused by an Accident and shall include bodily injury attributable to or caused by starvation, thirst and exposure

to the elements as a result of an Accidental occurrence.

9. Deductible

Deductible shall mean the amount stated in the Schedule of Circumstances and Compensation which must be borne by the Insured for his own account when an Accident occurs.

10. Detention

Detention shall mean the detention under duress of an Insured Person other than for reasons of:

1. engaging (or being alleged that Insured Person is engaging) in any political activity against the de jure or de facto Government of the country where Detention occurs;

2. failure to possess requisite visas, work permits or associated documents;

3. criminal activity (or any allegation thereof);

4. debt, insolvency, commercial failure, failure to provide bond or security or other financial instrument

11. Event

Event shall mean all Accidental Bodily Injury sustained by any or all Insured Persons directly occasioned by one specific common cause, such common cause having both a duration not exceeding 72 hours and a geographic radius not exceeding 100 kilometres.

12. Immediate Family

Immediate family shall mean:

1. Spouse which shall include a common law partner;

2. the Insured Person's dependent children who are not in fulltime employment and who are between the ages of 3 months and 19 years (or under the age of 25 years provided they are in fulltime education), unmarried, not pregnant, without children and primarily dependent on the Insured Person for maintenance and support.

13. Hospital

Hospital shall mean a legally constituted establishment operated pursuant to Regulations in terms of the National Health Act and having facilities for the admission, confinement and treatment of patients under supervision of qualified medical practitioners for periods in excess of 48 hours. For the sake of clarity the term Hospital shall neither include institutions commonly referred to as "healthhydro's", "dayclinics", "nature cure clinics", "rehabilitation clinics", "hospices", "nursing homes", "frailcare centres", "convalescent homes" and the like, nor mental institutions or institutions for the treatment of psychiatric diseases.

14. Emergency Expenses

Emergency Expenses shall mean all costs and expenses not recoverable from any other source necessarily incurred, within 24 months of the date of the Accident, for artificial aids, prostheses, medical, surgical, dental, optical, nursing home or hospital treatment and supplies as a result of Accidental Bodily Injury.

15. Quadriplegia

Quadriplegia shall mean permanent and total paralysis of all limbs.

16. Temporary Total Disability

Temporary Total Disability shall mean total and absolute incapacity from following usual business or occupation.

17. Temporary Partial Disability

Temporary Partial Disability shall mean incapacity from attending to a substantial part of usual business or occupation.

18. Traumatic Event

Traumatic Event shall mean an Accidental experience that, rather than causing Bodily Injury, causes physical, emotional or psychological distress or harm.

C. Provisos

It is declared and agreed that:

1. the Insurers will not be liable to pay for Death or Disability for one Insured Person in respect of each and every claim, more than the compensation payable for Death or Permanent Disability (whichever is the higher) plus any compensation payable for Temporary Total Disability, Temporary Partial Disability, Emergency Expenses, Additional Death Benefit and in respect of any Extensions which are applicable;

2. the compensation specified for Temporary Total Disability and Temporary Partial Disability in respect of each and every claim shall together be payable for not more than the number of weeks stated in the Schedule of Circumstances and Compensation and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that Permanent Disability may remain. Provided that Insurers will not be liable for any compensation for such Temporary Total Disability or Temporary Partial Disability during the Time Exclusion as stated in the Schedule of Circumstances and Compensation;

3. any payment by Insurers for Emergency Expenses for any one Insured Person in respect of each and every claim shall be in excess of and not be reduced by the amount of the Deductible stated in the Schedule of Circumstances and Compensation;

4. unless otherwise provided for herein, this Policy shall not apply to any Insured Person before he attains 15 years of age or after the expiry of the Period of Insurance in which he attains 80 years of age;

5. any compensation payable by the Insurers for any period of Temporary Total Disability, Temporary Partial Disability or Emergency Expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of the Insured Person under any occupational injury compensation enactment for Temporary Total Disability for the same or a lesser period or in respect of Emergency Expenses;

6. after suffering Accidental Bodily Injury for which compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Insurers so to do, submit to medical examination and undergo any treatment specified. The Insurers will not be liable to make any payment unless this Proviso is complied with to their satisfaction;

7. payments on account may be made to the Insured, if required, at the discretion of Insurers;

8. notwithstanding that sums insured, first loss amounts, indemnity or compensation limits, by whatever name such are referred to in this Policy (henceforth “Policy Limits”) are expressed on a VAT exclusive basis, the Insurers agree that they will indemnify the Insured for any VAT obligation the Insured may incur, arising out of any claims settlement made hereunder;

9. any first amount payable, deductible or aggregate deductible will be applied to any claims settlement prior to the indemnification of the Insured for the VAT obligation referred to in Proviso 8 above;

10. Where amounts recoverable from the Insurers are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Insurers discretion on receipt by the Insurers of certification by a medical doctor appointed by the Insurers.

D. Exclusions

The Insurers will not be liable to pay any claim under this Part 2 in respect of any Insured Person:

1. while engaging in flying as pilot or member of the aircrew. This exception does not apply to Insured Persons engaging in ballooning, hanggliding, paragliding and parachuting, provided that such activities are solely for social and/or pleasure purposes and not of a competitive nature or for reward.

2. caused by the Insured Person's suicide or intentional selfinjury.

3. caused solely by an existing physical defect or other infirmity of the Insured Person.

4. as a result of the influence of drugs or narcotics upon the Insured Person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);

5. for Bodily Injury to the Insured Person arising whilst the Insured Person is driving or operating any motorised or mechanically operated vehicle under the influence of alcohol. For the purposes of this Exclusion the term “under the influence of alcohol” means having a Blood Alcohol level Concentration greater than the statutory limit at the time of the Accident.

6. caused by the Insured Person's participation in any riot or civil commotion.

7. as a result of the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured Person's own criminal act.

8. while participating in sport as a professional player.

9. directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any selfsustaining process of nuclear fission;

10. for venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired or may be named.

11. for any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stressrelated situations, other than those caused by Accident as defined in this Policy.

12. or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the edicts, recorded principles, 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 irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

13. arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

E. Automatic Extensions Applicable to Part 2

Schedule of Specific Extensions	Compensation
Abduction/Hi-jacking/Kidnapping	Maximum R 1 000 000
Accident Expert	Assistance Service (COID, RAF claims) and R7 500 guaranteed hospital admission for COID incidents
Active Military Service	R1 000 000 per person
Additional Death Benefit	R 15 000
Alcohol Related Motor Vehicle Accidents	A maximum of 20% of the Sum Insured, subject to a maximum of R500 000 per individual Insured
Childcare	R300 per day - annual limit R 10 000
Claims Preparation Costs	R 50 000
Crime	10% up to a maximum of R 100 000
Disappearance	Death Benefit
Emergency Transportation/Search & Rescue Costs	R 250 000
Family/Domestic Workers Emergency Expenses	R 50 000
Flying Risks	Policy limit subject to a maximum of R500 000
HIV Assist Including ARV's	Actual Cost of ARV Treatment
HIV Lump Sum Benefit	R 1 000 000
Hospital Confinement	R2 000 per day up to a maximum of 14 days
Life Support	3 consecutive days
Life Support Equipment	R 100 000
Mobility	R 250 000
Passive War (Excluding war between major powers)	Full Benefits
Quadriplegia	25% to a maximum of R1 000 000
Rehabilitation	R 150 000
Relocation	R 150 000
Repatriation	R 250 000
Seat Belt	10% up to a maximum of R 100 000
Temporary Drivers	R2 000 per week - annual limit R 10 000
Trauma Counselling	R1 000 per visit - annual limit R 100 000

F. Definitions Applicable to Automatic Extensions

1. Abduction, Hijacking or Kidnapping

If there is an unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or if the Insured Person is abducted or kidnapped, the cover in terms of this Section shall continue in force for the duration of such an occurrence, or 12 months from the date of such occurrence, whichever is the lesser period.

If Temporary Total Disability is insured, the Insurers will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability, provided that:

1. the Insurers' liability is limited to the period of abduction, hijacking or kidnapping or eight weeks, whichever is the lesser.

2. no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

2. Accident Expert

1. Assistance The Insured will have access to assistance with all claims management and handling in respect of the following by contacting 0860 103 8065 or support@accidentexpert.co.za

2. Compensation for Occupational Injuries & Disease Act (COID) Assistance The Insured will be assisted to:

1. prepare and submit claims in accordance with the COID Act;

2. avoid penalties by submitting their annual Return of Earnings to COID timeously;

3. avoid the payment of excessive fees;

4. reduce the claims waiting period for the payment. In the event of the Insured/Insured Person having a valid claim, Accident Expert does not guarantee performance by the Compensation Commissioner

3. Road Accident Fund Act (RAF) Assistance The Insured will be assisted with:

1. Legal representation

2. Administration and claims management

3. Required medicolegal reports

4. Required loss of support reports

5. Required actuarial reports for loss of earnings

6. Accident Reconstruction In the event of the Insured/Insured Person having a valid claim in terms of the RAF Act. Accident Expert does not guarantee performance by the RAF.

4. Legal Assistance

1. The Legal Assistance Helpline is an assistance line for legal advice and guidance – specifically relating to the use or possession of a

motor vehicle.

2. The Legal assistance Helpline is manned by qualified and registered attorneys, who are available to assist 365 days a year.

3. ACCIDENT EXPERT is equipped to provide assistance in respect of uninsured losses/damages which were caused by the negligence of a third party, which will include obtaining compensation in respect of the excess, claims less than excess, car hire charges, damages to clothing and personal effects such as glasses, jewellery and even accommodation expenses, should an accident occur far from home.

4. If the motor vehicle is insured under third party cover only, ACCIDENT EXPERT will assist in recovering not only the damages as mentioned above, but also recovering the costs of repairing the vehicle and any storage charges, etc.

5. Hospital Admission Where an Insured Person sustains Accidental Bodily Injury while on the business of the Insured and requires hospital admission, Accident Expert will make payment to the Hospital on behalf of the Insured Person up to the maximum amount stated in the Schedule of Specific Extensions.

Specific Conditions

1. Hospital admission payments are made to the Provider.

2. Once a COID claim is settled to the Insured Person, Accident Expert will recover the full amount from the Insured Person.

3. Hospital admission is defined as the Insured Person being admitted for a 24 hour period.

3. Active Military Service

The cover provided by this Section is extended to apply while an Insured Person is on active military service, acting for and on behalf of the Republic of South Africa, provided that the Insurers' liability in respect of this Extension is limited to R 500 000 any one Insured Person and R1 500 000 any one Event

4. Additional Death Benefit

The amount shown in the Schedule of Specific Extensions shall be payable if an Insured Person dies as a result of Accidental Bodily Injury.

5. Alcohol Related Motor Vehicle Accidents

Exclusion 5 is waived, subject to a compensation limit of 20% of the Compensation otherwise payable by Insurers per Insured Person and subject further to a maximum compensation of R500,000 per Individual Insured.

6. Childcare

If there is Accidental Bodily Injury to:

1. an Insured Person's child resulting in disability which requires regular care and attendance

2. an Insured Person or his spouse resulting in disability which prevents care being given to the child

Insurers will pay to the Insured Person the amount stated in the Schedule of Specific Extensions during the period of such disability, provided that Insurers will:

1. not be liable for the first seven days of each and every claim.

2. only be liable for a period not longer than 28 days in respect of each and every claim.

3. only be liable for the maximum amount stated in the Schedule of Circumstances and Compensation for any one Period of Insurance, irrespective of the number of children the Insured Person has.

4. not be liable for any claim in respect of a child who is more than 16 years of age, unless suffering from a physical or mental handicap.

5. only be liable if continuous treatment and attendance by a qualified, registered medical practitioner is necessary for the condition rendering the child or parent(s) disabled.

6. only be liable if the child is permanently resident with the Insured Person.

7. Claims Preparation Costs

The insurance by this Part 2 extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Insurers to substantiate a claim, provided that the liability of the Insurers for such costs for any one Insured Person in respect of each and every claim shall not exceed the amount stated in the Schedule of Specific Extensions.

8. Crime

If there is a valid claim for Death or Permanent Disability (where the percentage of compensation is 100), as a result of Crime, the Insurers will pay an additional 5% of the compensation payable for such Death or Permanent Total Disability, provided that:

1. for the purposes of this Extension, crime shall mean any actual or attempted hijack, criminal assault, rape, murder, kidnapping, armed robbery or arson reported to the police and given a case number.

2. the maximum amount payable by Insurers for any one Event will not exceed the amount stated in the Schedule of Specific Extensions.

9. Disappearance

If any Insured Person disappears in circumstances which satisfy the Insurers that he has sustained injury to which this Policy applies and that such injury has resulted in the death of the Insured Person, the Insurers will, for the purposes of this Insurance, presume his death, provided that if, after the Insurers have made payment hereunder in respect of the Insured Person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Insurers, subject to the Insured being able to recover such payment from the person(s) to whom it was paid.

10. Emergency Transportation/Rescue Costs

The Insurers will reimburse costs and expenses necessarily incurred for:

1. emergency transportation

2. search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person, provided that:

1. Insurers will not be liable if an Insured Person is found in circumstances which are unlikely to result in Accidental Bodily Injury.

2. the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Specific Extensions for any one Insured Person.

11. Family / Domestic Workers Medical Expenses

If there is Accidental Bodily Injury to any spouse, dependent children or domestic helper of an Insured Person (referred to in this extension as such person) as a result of a motor vehicle Accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured, Insurers will pay any consequent Medical Expenses incurred by such person, provided that:

1. the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Automatic Extensions for any one Insured Person.

2. Insurers will not be liable for the first R250 of each and every claim.

3. Insurers will only be liable for any amounts in excess of amounts paid or payable under any other policy of insurance or under any medical aid scheme.

4. if the Business Hours Limitation is applicable, this extension does not apply.

12. Flying Risks

Specific Exclusion 1 is waived to include cover for an Insured Person who engages in single engine aircraft exposure for leisure and non reward purposes, subject to a maximum benefit of R 500,000.

13. HIV/AIDS Accidental Exposure

If an Insured Person is accidentally exposed to HIV/AIDS the following assistance will be provided:

1. 24hour emergency assistance helpline, which will arrange for the necessary help the Insured Person may require where Trauma and/or HIV infection may be the result of an Assault.

2. Instant access to medical professionals.

3. diagnostic and access to hospital care to manage the consequences.

Specific Conditions

1. Cover is provided within the borders of South Africa only.

2. All incidents must be reported to 0861 HIV CARE (448 2273) within 48 hours. Anti Retroviral Virus (ARV) Assist

If an Insured Person is accidentally exposed and all procedures are followed under this Extension, the Insured Person will have:

1. instant access to medical professionals and treatment for any accidental exposure to HIV.

2. treatment, diagnostic and access to hospital care to manage the consequences.

If an Insured Person is accidentally exposed and situated in a remote environment, the following will be taken to the insured Person:

1. A 7day course of STI medication.

2. A ‘morningafter pill’ to prevent pregnancy.

14. HIV Lump Sum Benefit

Where an Insured Person has followed all procedures under Specific Extension 12 and has received ARV treatment, but is still diagnosed as HIV

positive as a direct result of the Accidental exposure, the Insurer will pay a lump sum benefit per incident as stated in the Schedule of Benefits.

15. Hospital Confinement

If, during the period of insurance, an Insured Person is admitted to Hospital as an in-patient as a result of Accidental Bodily Injury, Insurers will pay the compensation shown in the Schedule.

Compensation

The daily lump sum stated in the Schedule of Automatic Extensions for a period of hospitalisation not longer than 14 days.

Specific Conditions

Insurers will not be liable for the first 48 hours of each and every period of hospitalisation.

Life Support

Notwithstanding anything contained in the Insuring Clause of this Policy, the twenty four month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

16. Life Support Equipment

The Insurers will pay reasonable costs and expenses, incurred as a result of Accidental Bodily Injury, in respect of hire costs for life support machinery, equipment or apparatus, provided that the Insurers' liability is limited to the amount stated in the Schedule of Specific Extensions for any one Insured Person for each and every claim.

17. Mobility

When the Insurers have admitted a claim for Permanent Disability, if as a direct result of that disability the Insured Person is permanently dependent on a wheelchair for mobility, the Insurers will, in addition to any amount payable for Permanent Disability, pay for:

1. a wheelchair.

2. the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair.

3. the modification of the controls to the Insured Person's motor vehicle.

4. prosthetic limbs or parts thereof but excluding any limbs or parts replacing the original devices provided that the liability of the Insurers for such costs in respect of each and every claim shall not exceed the amount stated in the Schedule of Specific Extensions for any one Insured Person.

18. Passive War

This policy extends to include cover in respect of Accidental Death or Permanent Disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act, 1957 provided that the Insurers will not be liable to pay compensation for death or disablement arising from:

1. the performance by such person of obligations in terms of the Defence Act, 1957 or the South African Police Services Act, 1955 at a place from which military or police actions are carried out, or

2. consequent upon such person's engagement in military or police actions against an enemy of the Republic, combating "terrorism" as defined

in the Defence Act or "operations in defence of the Republic of South Africa" as defined in the Defence Act, 1957.

19. Quadriplegia

In the event of Quadriplegia of an Insured Person following Bodily Injury, the Insurers will in addition to compensation payable under Item 2 under the Schedule of Circumstances and Compensation pay compensation up to the Sum Insured for Quadriplegia shown in the Schedule of Specific Extensions.

20. Rehabilitation

If an Insured Person is permanently disabled to the extent that he is unable to follow his usual business or occupation but can be retrained to carry out another business or occupation, Insurers will, in addition to any Permanent Disability benefit agreed, pay the retraining costs, plus any costs incurred in adjusting the Insured Person's workplace, provided that the maximum amount payable by Insurers will not exceed the amount stated in the Schedule of Specific Extensions for any one Insured Person.

21. Relocation

If, following a valid claim for Death or Permanent Total Disability of an Insured Person, it is necessary for the Insured to replace such person, Insurers will pay for:

1. the relocation costs of the replacement, his family, household contents and pets

2. 75% of any loss resulting from the forced sale of the replacement's private dwelling, as determined by an impartial valuer appointed and paid by Insurers provided that:

1. the replacement moves residence more than 100 kilometres;

2. the maximum amount payable by Insurers for any one person will not exceed the amount stated in the Schedule of Specific Extensions for each and every claim.

22. Repatriation

If there is a valid claim for death or serious Accidental Bodily Injury, the Insurers will also pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person (or the body of the Insured Person in the event of Death) to the Insured Person's normal place of residence, provided that the liability of the Insurers in respect of each and every claim shall not exceed the amount stated in the Schedule of Specific Extensions for any one Insured Person.

23. Seatbelt

If there is a valid claim for Death or Permanent Disability (where the percentage of compensation is 100), as a result of an Accident involving a Private Motor Vehicle in which the Insured Person is an occupant, the Insurers will pay an additional 10% of the compensation payable for such Death or Permanent Total Disability, provided that:

1. the Insured Person is wearing a properly fastened, original, factory installed seatbelt at the time of the Accident.

2. verification of the actual use of the seat belt at the time of the Accident is included in an official report of the Accident or is certified in writing by the investigating police officer(s).

3. or the purposes of this Extension, Private Motor Vehicle, shall mean a selfpropelled private motor car with 4 or more wheels, which is of a type both designed and required to be licensed. "Private Motor Vehicle" includes but is not limited to a sedan, station wagon or jeeptype vehicle,

designed to seat not more than 9 persons, including the driver but does not include a mobile home or any motor vehicle which is used in mass or public transit.

4. the maximum amount payable by Insurers will be limited to the amount stated in the Schedule of Specific Extensions for all of the occupants of any one Private Motor Vehicle.

24. Temporary Drivers

If, as a result of Accidental Bodily Injury, the Insured Person is unable to drive to and from his normal place of employment and he is otherwise able to continue his usual business or occupation, the Insurers will pay the costs of employing a temporary driver, provided that:

1. such costs will not be payable in addition to any amount payable for Temporary Total Disability.

2. such costs will be limited to the amount stated in the Schedule of Specific Extensions for each and every claim.

3. this extension will only apply if the Insured Person, prior to the Accident, customarily drove a vehicle to and from work.

25. Trauma Counselling

If an Insured Person is subjected to an Act of Violence or a Traumatic Event, Insurers will reimburse such person for counselling fees actually incurred by such person as a result of the Act of Violence or Traumatic Event, provided that:

1. the maximum amount payable by Insurers will be limited to the amount stated in the Schedule of Specific Extensions for each and every claim.

2. for the purposes of this Extension only, Insured Person shall include immediate family members of such Insured Person. 3. the Act of Violence has been reported to the police and a case number obtained.

This extension also covers any Insured Person who witnesses such an Act of Violence or Traumatic Event, provided that it arises in the course of the Insured Person's employment with the Insured.

G. Optional Extensions

1. Serious Illness (if stated in the Schedule to be included)

If an Insured Person is first diagnosed as suffering from any of the Serious Illnesses specified below during the period of insurance, Insurers will pay to the Insured, on behalf of the Insured Person or his estate, the amount stated in the Schedule.

1. Specific Condition

Each of the specified illnesses must be diagnosed by a registered medical practitioner and must be supported by acceptable clinical, radiological, histological and laboratory evidence.

2. Specific Exceptions

No benefit shall be payable under this extension in respect of:

1. any claim arising directly or indirectly from a condition for which the Insured Person was being treated or of which he was aware at the inception of this extension.

2. any Insured Person who dies as a result of any Serious Illness which is only discovered or diagnosed after the death of such Insured Person.

3. any Insured Person who is under 18 years or has reached the age of 60 years at the date of diagnosis.

4. AIDS or infection with Human Immunodeficiency Virus (HIV).

5. any Insured Person who dies within 30 days of the diagnosis of a Serious Illness. If there is a claim under this Extension, Insurers will not be liable for any further claim in respect of:

1. the Serious Illness which resulted in the said claim.

2. any other Serious Illness diagnosed in the same year of insurance as the said claim.

3. Specific Definition

Serious Illnesses shall be defined as follows:

1. Cancer

A malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma. The following conditions are excluded from this definition:

1. All cancers in situ and all premalignant conditions.

2. All tumours of the prostate unless histologically classified, when diagnosed, as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.

3. All skin cancers, other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

2. Coronary Artery Surgery

The actual undergoing, on the advice of a consultant surgeon, of coronary artery bypass surgery to correct stenosis or occlusion in the coronary arteries but excluding angioplasty, keyhole surgery and nonsurgical techniques such as laser procedures.

3. Heart Attack

1. The death of heart muscle, due to inadequate blood supply, as evidenced by two of the following three criteria:

1. Compatible clinical symptoms.

2. Characteristic ECG changes, which can be either of the following:

1. New pathological Qwaves as defined below, or

2. STsegment and Twave changes indicative of myocardial ischemia that may progress to myocardial infarction, as defined below, but only when accompanied by raised cardiac markers as described below:

1. Preintervention raised cardiac markers:

2. Trop T greater than 1,0 ng/ml, or

3. Trop I greater than 0,5 ng/ml, or

4. CKMB mass greater than two times the normal values in acute presentation phase, or

5. Total CPK elevation of greater than two times the normal values, with at least 6% being CKMB.

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes, including but not limited to angina, are not covered by this definition.

For purposes of this definition, new pathological Qwaves mean the following: Any Qwave in leads V1 through V3, Qwave greater than or equal to 30 ms (0.03s) in leads I, II, AVL, AVF, V4, V5 or V6. The Qwave changes must be present in any two contiguous leads, and be greater than or equal to 1mm in depth.

3. ECG changes indicative of myocardial ischaemia that may progress to myocardial infarction mean the following:

1. Patients with STsegment elevation: New or presumed new ST segment elevation at the J point in two or more contiguous leads with the cutoff points greater than or equal to 0.2mV in leads V1, V2,or V3, and more or equal to 01.mV in other leads. Contiguity in the frontal plane is defined by the lead sequence AVL, I, inverted AVR, II, AVF, III.

2. Patients without STsegment elevation:

1. ST segment depression.

2. T wave abnormalities only

4. Stroke (resulting in permanent symptoms)

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent motor deficit, and confirmed with appropriate clinical findings by a specialist neurologist. For the above definition, the following are not covered:

1. Transient ischemic attack.

2. Vascular disease affecting the eye or optic nerve.

3. Migraine and vestibular disorders.

4. Traumatic injury to brain tissue or blood vessels.

5. Kidney Failure

Chronic end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

6. Major Organ Transplant

Which shall mean the actual undergoing as a recipient of a transplant of the heart, liver, pancreas, bone marrow or at least one of the kidneys or lungs.

7. Paraplegia

Total and irreversible loss of the use of any two limbs, but excluding paraplegia caused by accidental, violent, external and visible means.

8. Multiple Sclerosis (with persisting symptoms)

A definite diagnosis of multiple sclerosis by a neurologist. There must be current clinical impairment of motor or sensory function of an EDSS scale 3.0 or more, which must have persisted for a continuous period of at least 6 months. Benign multiple sclerosis will not be covered.

9. Blindness

The total and irreversible loss of vision in both eyes but excluding blindness caused by accidental, violent, external and visible means. The corrected visual acuity must be less than 6/60 or 20/200 using e.g. Snellen test types, or visual field restriction to 20° or less in both eyes. No benefit will be payable if in general medical opinion a device, or implant could result in the partial or total restoration of sight.

10. Heart Valve Surgery

The first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intraarterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

11. Motor Neuron Disease (resulting in permanent symptoms) A definite diagnosis of motor neuron disease by a neurologist. There must be permanent clinical impairment of motor function.

12. Alzheimer's

The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer's disease or irreversible organic disorders (excluding neurosis and any psychiatric illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by the Insurers' medical consultants.

13. Coma (resulting in permanent neurological complications)

1. A state of unconsciousness with no reaction to external stimuli or internal needs which:
    1. Requires the use of life support systems for a continuous period of at least 96 hours; and
    2. Results in permanent neurological deficit with persisting clinical symptoms. Rankin scale. Only those claimants with a Rankin score of 3 and higher would qualify for a claim under Coma.
2. For the above definition, the following is not covered:
    1. Coma secondary to alcohol or drug abuse;
    2. Coma caused by accidental violent, external and visible means.

14. Parkinson's Disease

1. The slowly progressive degenerative disease of the central nervous system as a result of loss of pigment containing neurones of the brain (substantia nigra). Only idiopathic Parkinson's Disease is Covered.

2. Parkinson's Disease does not include alcohol induced, drug induced or toxic causes of Parkinsonism and Parkinsontype symptoms due to

damage of vessels.

3. Severity Level B shall apply on the unequivocal diagnosis of Parkinson's disease by a consultant neurologist and provided that

1. The disease cannot be controlled with medication, and

2. The disease shows signs of progressive impairment.

4. Severity Level A shall apply on the unequivocal diagnosis of Parkinson's disease by a consultant neurologist and provided that:

1. Activities of Daily Living assessment confirms the inability of the Insured Person to perform, without assistance, three or more of the following as a result of Parkinson's Disease: Transfer; Mobility; Continence; Dressing; Bathing/washing; Eating.

2. The disease cannot be controlled with medication, and

3. The disease shows signs of progressive impairment.

2. Bereavement Benefit (if stated in the Schedule to be included)

If during the period of insurance the Insured Person dies from any cause not excluded the Insurers will pay the amount stated in the Schedule.

3. Temporary Total Disability as a result of Serious Illness (if stated in the Schedule to be included)

If an Insured Person is temporarily totally disabled as a result of any of the Serious Illnesses shown under Optional Extension 1, Insurers will pay the amount stated in the Schedule up to a maximum of 52 weeks after the time exclusion of 30 days. All Conditions and Exceptions under Optional Extension 1 will apply.

H. Restricted Cover

1. Business Hours Limitation or 24 Hour Cover

The cover provided by this Part 2 applies on a 24 hour basis and is not restricted to business hours in the course of the Insured Person's employment

2. Limit Any Person/Limit Any Event

The Insurers' liability in respect of:

1. Death and Permanent Disability is limited to the amount stated in the Schedule any one Insured Person in respect of each and every claim.

2. Any one Event is limited to the amount stated in the Schedule in respect of each and every claim.

I. Conditions

1. Interpretation

This Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. Jurisdiction

This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

3. Misrepresentation, Misdescription or Non Disclosure

This Policy shall be voidable in the event of misrepresentation, misdescription or non disclosure by or on behalf of the Insured in any particular which is material to this insurance.

4. Prevention of Loss

The Insured shall take all reasonable steps and precautions to prevent Accidents or losses.

5. Claims

On the happening of any occurrence which may result in a claim under this Policy, the Insured shall give notice thereof as soon as possible (and in each case within 180 days of injury) to the Insurers. The Insured shall also send full particulars of the claim and such information and documentation as is required by Insurers

6. Prescription

If the Insurers disclaim liability in respect of any claim and an action or suit is not commenced within twelve months after such disclaimer, all benefit under this Policy in respect of such claim shall be forfeited.

7. Fraud

If the Insured shall make any claim knowing it to be false or fraudulent, the benefit afforded by this Policy in respect of any such claim shall be forfeited.

8. Cancellation

This Policy may be cancelled at any time by the Insurers giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation, the Insured shall be entitled to refund premium pro rata for the unexpired Period of Insurance, subject to Condition 9.

9. Premium Adjustment

If the premium for this Policy has been calculated on any estimated figures, the Insured shall, after the expiry of each Period of Insurance, furnish the Insurers with such particulars and information as the Insurers require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the Insured as the case may be.

10. Non Assignment

This policy is not assignable without the written consent of Insurers. Compensation shall be payable only to the Insured, or the Insured's legal representative, whose receipt shall discharge the Insurers.

11. Premium Payment

The cover provided under this policy is conditional upon and will only come into effect following payment of the premium by the Insured and/or Insured Person and the receipt thereof by or on behalf of the Insurers.

12. Medical Examination

After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Insurers so to do, submit to medical examination and undergo any treatment specified. The Insurers will not be liable to make any payment unless this Condition is complied with to their satisfaction.

13. Change of Business/Occupation

The Insured shall give notice to the Insurers within a reasonable time of any material change in the Business or an Insured Person's occupation and shall pay any additional premium required by the Insurers in consequence thereof.

14. Furnishing of information

All certificates, information and evidence required by the Insurers will be furnished in the form prescribed and without expense to the Insurers. The Insured Person shall submit to medical examination on behalf of and at the expense of the Insurers as often as shall be required in connection with any claim.

15. Medical Advice

Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and the Insurers will not be liable for any part of any claim which in the opinion of this medical adviser arises from the unreasonable or willful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

16. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Insurers to make any payment under this Policy.

17. Existing Condition

If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.