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 21-Apr-2025
(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, Eastern Cape 6075
Primary Physical Address:	Unit 10 - The Network, 19 Cactus Road Fairview, 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:	Garth Rhoda
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 979,69
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	R75,97
Fee Recovery	R250 000	R250 000	R5 000	01-Jun-2022	R113,42
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	R68,48

	Limit Of Indemnity		Deductible	Retroactive Date	Premium
	Each Occurrence	Annually Aggregated	Each Occurrence		
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 605,00
Defamation	R1 000 000	R1 000 000	R10 000	01-Jun-2021	R133,75
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	R201,16
Wrongful Arrest	R2 500 000	R2 500 000	R10 000	01-Jun-2021	R113,42
				Total Premium Excluding VAT	R8 079,03
				15% VAT	R1 211,86
				Broker Fee	R0,00
				Total Due pa (Inclusive)	R9 290,89

Additional notes or restrictions imposed by underwriters:

Endorsements:

1. In the absence of a written and signed professional services contract setting out the basis on which the Insured's services are rendered, the Deductible applicable to any claim arising out of the project or work concerned will be the greater of 5% of the total damages and costs (being defence costs and/or third party costs) or the Deductible as shown on the Policy Schedule.

2. It is hereby noted and agreed that the deductible on Public Liability in respect of claims arising out of, in connection with or relating to spread of fire, fire, explosion or Pollution is 10% of the claim, subject to a minimum of R100,000 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-2025 to 31-May-2026 (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
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	R774,24

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. Cyber Exclusion

1.1 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:

1.1.1 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

1.1.2 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 1.5 of this General Exclusion.

1.2 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.

1.3 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.

1.4 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.

1.5 However, Clause 1.1.1 of this General Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

1.5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

1.5.2 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:

1.6 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.

1.7 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.

1.8 Cyber Incident means:

1.8.1 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

1.8.2 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.

1.9 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.

2. Nuclear Risks

2.1 for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

2.2 for any legal liability of whatsoever nature.

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.

For the purposes of this Exclusion only combustion shall include any self-sustaining process of nuclear fission.

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

The indemnity provided by this Policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

3. Sanctions

and Insurers shall not indemnify and Insurers shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

4. War and Terrorism

for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

4.2 any act of terrorism

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

4.3 loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way to 4.1 and 4.2 above

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

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

5. Covid-19 / Pandemics / Epidemics

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

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

5.2. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

6. Unlawful Competition

any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose

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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.

B. Operative Clause to Part 1

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.

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.

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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.
