



UNDERWRITING MANAGERS (PTY) LTD

1. INTERPRETING THIS POLICY

- 1.1. This Policy contains a number of words and phrases which have specific meanings and most of which are capitalised. The Definitions below contain many of these words and phrases (others are set out in this Policy's body and are designated by terms in quotation marks).
- 1.2. KEU also applies certain rules when interpreting this Policy and the Interpretation Guide, which sets out these rules, as below.
- 1.3. This policy is only legally enforceable if it includes a schedule signed by one of our officers, unless ratified by us in writing afterwards.

2. INTERPRETATION GUIDE

- 2.1. In this Policy, headings are for convenience and are not intended to be used to interpret the Policy.
- 2.2. Unless this Policy indicates to the contrary, any references to any gender includes the other genders, a natural person includes an artificial person and *vice versa*, the singular includes the plural and *vice versa*.
- 2.3. The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example.
- 2.4. Where this Policy specifies any number of days, the number of days includes the first day and includes the last day.
- 2.5. Any reference to "business hours" shall be construed as being the hours between 08h00 (eight hours) and 17h00 (seventeen hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;
- 2.6. This Policy, the Schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.
- 2.7. The words and phrases in the Definitions below, bear the meanings assigned to them and related expressions bear corresponding meanings.



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3. DEFINITIONS

- 3.1. **“The Act”** means the Short term Insurance Act, number 53 of 1998, or its successor in title.
- 3.2. **“Business”** means the scope of the Insured’s trading activities specified in the Schedule.
- 3.3. **“Civil Liability”** means Liability for the compensatory damages, costs and expenses that a civil court might order the insured to pay on a claim (as opposed to criminal liability or penalties). It includes the legal costs of the person making the claim, for which the insured becomes legally liable to pay.
- 3.4. **Claim/s** means the receipt by the insured of:
 - 3.4.1. any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against the insured; or
 - 3.4.2. any written demand from a third party claiming compensation against the insured.
 - 3.4.3. any request for compensation (indemnity), whether or not any amounts have been established for the claim.
- 3.5. **“Claim Investigation Costs”** means the legal costs and expenses of investigating, any claim (or anything which might result in a claim), which would be covered by this policy
- 3.6. **Cover (and Covered)** means indemnity and indemnity shall not include any component of profit.
- 3.7. **“Claim”** means the claims, liabilities, losses, costs or circumstances which may give rise to a claim, which we may or may not agree to cover under this policy.
- 3.8. **“Damage”** means loss of possession or control of or actual damage to property or interference with servitude or right of access or other infringement of real or personal rights to the use of property.
- 3.9. **“Damages”** in law means an award, typically of money, to be paid to a person as compensation for loss or injury.
- 3.10. **“Data”** means any machine readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to text or digital media.
- 3.11. **“Documents”** means any documents of any nature including but not limited to electronically stored data, software or computer programs for, or in respect of, any computer system; but not including bearer bonds, coupons, bank notes, currency notes or negotiable instruments. Loss or damage to documents does not include loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or from any design or programming defect in any computer program or computer operating system.



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- 3.12. **"Employee"** means a natural person who is not a principal, but who:
- 3.12.1. has at any time entered into an employment and/or service level and/or provider agreement with the insured's firm or incorporated body and is financially compensated for that service; and/or
 - 3.12.2. volunteers, Marshalls, ushers and the like that may not be financially compensated; and/or
 - 3.12.3. is or was, at the time of the relevant act, error or omission giving rise to the claim under the insured's direct control and supervision in the course of the conduct of the services.
- 3.13. **"Employment Agreement"** means a formal agreement that specifies the conditions of the relationship between an employee and an employer including compensation and expectations. They can be executed for a specified period of time (fixed term agreement), such as one year but are usually automatically renewed on the anniversary date of the agreement and are terminated either by means of a termination notice or letter of resignation.
- 3.14. **"Enquiry (or Enquiries)"** means any legal or *quasi* legal enquiry into a matter in respect of which this policy would otherwise respond if a claim for compensation has been made against the insured arising from a matter that is the subject of the enquiry, in respect of which the insured is legally required to participate by reason of the fact that the body conducting the enquiry (including a regulatory, licensing or statutory body) has legal jurisdiction over the insured (either by reason of a statutory power or by reason of the Insured's membership of a professional association that has the power to discipline its members) but that does not have the power to make an order for compensation to a third party or to award any pecuniary penalty.
- 3.15. **"Event"** means the specified event/s that the insured or event organiser will plan and arrange or provides a service for
- 3.16. **"Event organiser"** means someone who plans social events as a profession and in the ordinary course of their business takes responsibility for the production of such events from conception through to completion, including, but not limited to exhibitions, fairs; festivals; conferences; promotions, product launches; fundraising and social events.
- 3.17. **"Excess"** means the part the insured must pay for each covered claim.
- 3.18. **"Incident"** means any act, error or omission giving rise to legal liability as insured by this Policy
- 3.19. **"Injury"** means death, bodily or mental injury, illness, or disease
- 3.20. **"Insured"** means each of the following, individually and jointly:
- 3.20.1. each person, firm or incorporated body identified in the schedule as an insured of any such firm or incorporated body;



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- 3.21. **“Joint Venture”** means an undertaking (regardless of what it is called) that the insured carries on together with someone else who is otherwise covered under this policy.
- 3.22. **“Known Circumstance”** means any fact, situation or circumstance that:
- 3.22.1. an insured was aware of at any time before this policy began or before this policy was amended/endorsed;
or
- 3.22.2. a reasonable person in the insured’s professional position would have been aware of, at any time before this policy began or before this policy was amended and/or endorsed.

3.23. *Limits of Indemnity*

- 3.23.1. This is the amount payable, inclusive of any legal costs, legally recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with our consent for any one occurrence or series of occurrences with the one original cause or source that will not exceed the limit of indemnity as contained in the schedule
- 3.24. **“Legal person/s or entities”** means any legal person including both public and private companies; close corporations (while they are still recognized); trusts; voluntary associations or any entities recognised as such by legislation including joint ventures between legal *personae*.
- 3.25. **“Occurrence”** means an Event or series of events arising out of one original source.
- 3.26. **“Policy”** means this insurance policy which is made up of:
- 3.26.1. the policy document;
- 3.26.2. the schedule to this policy;
- 3.26.3. the endorsements, if any, contained in the schedule;
- 3.26.4. the information given to KEU by or on behalf of the insured in the proposal and any other way.
- 3.27. **“Policy Limit”** means the limit stated in the schedule as the total sum insured.
- 3.28. **“Principal”** means a sole practitioner, a partner of a firm, a member of a Close Corporation; a director of a company or a member of a Voluntary Association, which Firm; Company; Close Corporation; Association is covered by this policy.
- 3.29. **“Premium”** means the amount payable by the Insured prior to Inception of the Policy
- 3.30. **“Professional Services”** means advice given or work done or any actions taken by the Insured when functioning in any capacity involving special skill or knowledge related to the Insured’s business activities stated in the schedule.
- 3.31. **“Proposal”** means the written proposal form together with any supplementary material completed by or on behalf of the insured, which was given to KEU, and relied on by KEU to give effect to this policy



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- 3.32. **Public Loss Adjusters**” means an insurance claims adjuster who is an advocate for the insured in appraising and negotiating a first party insurance claim. **“Renewal period”** means a period of 12 consecutive months as shown in the Schedule.
- 3.33. **“Renewal date”** means the first day of a period of 12 consecutive months as shown in the Schedule.
- 3.34. **“Schedule”** means the annexure forming part of this Policy.
- 3.35. **“Service Agreement”** means an agreement between a service provider such as a caterer, and end user, such as the insured. It essentially defines the level of service that is expected from the service provider.
- 3.36. **“Specific Cover Limits”** means the limit in the aggregate stated in the insurance cover for each of the matters listed in the schedule under “Specific Cover Limits”.
- 3.37. **“Sub-contractor”** means an independent contractor/service provider/outsourcer whether either a natural or legal person, not being an employee of the insured, who takes responsibility for a portion of a contract in order to organise the event, from the Insured.
- 3.38. **“Terrorism”** means any act, or preparation in respect of an action, or threat of action designed to influence the government *de jure or de facto* of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) *de jure or de facto*, and that:
- 3.38.1. involves violence against one or more persons; or
- 3.38.2. endangers life other than that of the person committing the action; or
- 3.38.3. creates a risk to health or safety of the public or a section of the public; or
- 3.38.4. is designed to interfere with or to disrupt an electronic system.
- 3.39. **“Temporary Structures”** means a light or sometimes heavy, usually open building or structure, which can be used for shelter, concerts, exhibits, pedestrian crossings and the like, to be held at the venue, erected by the event organiser or on its instruction including but not limited to marquees; tents; stands; stages; exhibition stands and the like.
- 3.40. **“Territorial Limits”** means the area’s within the Republic of South Africa that this policy will be enforceable for events and causes of action resulting therefrom, unless otherwise specified in the schedule.
- 3.41. **“The Venue”** means any place where the organised event, takes place which forms the subject of this policy.
- 3.42. **“Us/Our/We”** means KEU Underwriting Managers (Pty) Limited underwriting on behalf of Centriq Insurance Company Ltd.
- 3.43. **“Volunteer”** means an unpaid, freewill or voluntary worker.



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3.44. **You/Your/Insured** means the party/s noted in terms of the schedule as being the insured covered in terms of the policy

4. THE PROPOSAL

4.1. The completed proposal we were given by or on behalf of the insured before the policy commence.

5. COVER UNDER THIS POLICY

5.1. Subject to the general terms and conditions and/or provisions and the prior payment of the premium by or on behalf of the insured and the receipt of the premium by us, we agree to indemnify or compensate the insured by payment in respect of damages or injury for which the insured may become legally liable to pay to third parties during the period of insurance and as otherwise provided under this policy bearing in mind the wording to the sums insured, limits of indemnity, compensation and other amounts specified.

5.2. The civil liability we provide cover for in this policy, includes the following types of civil liability claims arising out of the conduct of professional services:

5.2.1. Breach of a duty of care.

5.2.2. Unintentional defamation.

5.2.3. Loss of or damage to documents that were in the insured's physical custody or control at the time of loss or damage.

5.2.4. Delictual liability only, in the event of a breach of warranty of authority committed, by or on behalf of the insured, in good faith and in the belief that appropriate authority was held.

5.3. We also pay in addition to the policy limit (but only up to an amount equal to the policy limit) claim investigation costs.

5.4. We only pay these, however, if either:

5.4.1. we incur them; or

5.4.2. the insured incurs them after first obtaining our permission in writing and these costs and expenses are in our view reasonable and necessary.

5.5. We are not obliged to defend, or to continue to defend, any claim (or covered claim) or pay, or continue to pay any costs or expenses associated with such defence, once the policy limit has been exhausted.

5.6. We will under no circumstances pay for any costs associated with the appointment of public loss adjusters.

5.7. We also pay all reasonable and necessary costs incurred by the insured at our request in the preparation of a defence to a claim covered by this policy up to an aggregate amount of R10 000 (which is included within and not in addition to the policy limit) in respect of all claims covered by the policy.



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- 5.8. If we elect not to take over and conduct the defence or settlement of any claim, we will pay all claims investigation costs provided that:
- 5.8.1. we have not already denied indemnity under the policy; and
 - 5.8.2. our written consent is obtained prior to the insured incurring such claims investigation costs (such consent not to be unreasonably withheld).
- 5.9. We reserve the right to recover any claims investigation costs paid under this section from the insured or others covered by this policy:
- 5.9.1. if the insured makes an admission in writing of any fraudulent, dishonest, malicious or intentional misconduct; and
 - 5.9.2. in the event and to the extent that it is subsequently established by judgment or other final adjudication that the insured was not entitled to cover under this policy.
- 5.10. We also cover Employees of the insured in respect of civil liability arising from the performance of the professional services, but not in respect of damages suffered:
- 5.10.1. by them in their personal capacities, unless specifically noted to be included in the Policy Schedule or;
 - 5.10.2. claims or losses that arise from dishonest, fraudulent, criminal or malicious acts, omissions or breach of fiduciary duty by such employees.
- 5.11. We cover most mergers and acquisitions where entities (practising in the same professional discipline as the professional services) are merged with or acquired by the insured while this policy is in force. This cover is only for a maximum of thirty days from the date of the merger or acquisition (or until the policy expires whichever is sooner). We may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity. The Retroactive date for such cover is deemed to be the date of the merger or acquisition by the insured unless we agree otherwise in writing. We only provide cover to the person, firms or incorporated bodies, if the persons, firms or incorporated bodies claiming the coverage each agree in writing within a reasonable time of notification of the claim or circumstance to us:



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5.11.1. to be bound by this policy; and

5.11.2. to be liable jointly or individually with the insured, for paying the excess (or any other payment due to us under this policy) in respect of any cover provided to them under this policy.

5.12. The Policy Limit

5.12.1. The policy limit applies to any one claim and/or aggregated claims including all subsections in this policy.

5.12.2. The policy limit does not increase if there is more than one person, firm or incorporated body insured under this policy, or if more than one insured person causes or contributes to the claim.

5.13. Specific cover limits

5.13.1. Should a claim be formulated in terms of this Policy, all the sub-limits of insurance cover in terms of this policy will be dealt within the aggregate and accordingly form part of the total sum insured in terms of this policy and will not be dealt with in isolation.

6. PERIOD OF THIS POLICY

The period of this policy is the period from the start date of this policy to the last date, as shown on the Schedule.

7. CLAIMS

7.1. Claims preparation Costs

7.1.1. We will compensate you for any reasonable costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have.

7.2. Claims settlement basis

7.2.1. We may decide to compensate you by any one or more of the following methods

7.2.1.1. repairing;

7.2.1.2. replacing;

7.2.1.3. paying cash; or

7.2.1.4. any combination of these.

7.2.2. Our compensation is limited to the amount shown in the Schedule less any excess as shown in the Schedule.

If we replace or repair, we will not be obliged to do so exactly but only as circumstances reasonably allow.

7.2.3. If we repair or replace any loss or damage, we may use any supplier or repairer of our own choice.

7.2.4. Before we finalise or settle any claim, we may require you to sign an agreement of loss.



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7.3. Claims Procedure

- 7.3.1. The insured must tell us in writing about a claim or loss as soon as reasonably possible after the insured becomes aware of the claim or the incident or should have become aware of the claim. If this is not done, the insured's right to cover under this policy may be affected.
- 7.3.2. When an occurrence that may result in a claim happens, the insured will (at their own expense):
- 7.3.2.1. give us notice of the occurrence of which the insured should reasonably be aware and provide particulars of any other insurance covering such occurrence;
- 7.3.3. You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.
- 7.3.3.1. within 30 (thirty) days after becoming aware of the occurrence submit full details in writing of the occurrence and give us such proof, information and sworn affidavits as we might require and submit same to us.
- 7.3.4. The insured will immediately, but within no less than 10 working days, forward to us any legal notices or claims or any communication relating to the occurrence such as summonses, writs, or any other legal processes issued or commenced against the insured in connection with the occurrence giving rise to a claim.
- 7.3.5. We will be entitled to reject any claim under this policy if the insured fails to comply with any material provision of this policy and fails, when given adequate notice to do so, to provide any assistance reasonably required by us to reclaim any amounts paid out in terms of this policy. The effect of such rejection, will be *inter alia*, that all of the benefits under this policy will be forfeited.
- 7.3.6. We must be notified of any claim made against the insured within 30 (thirty) days of receipt of such claim. If not, we will have a right to reject the claim and the insured will not be entitled to any indemnity.
- 7.3.7. No claim will be payable unless the insured claims payment by issuing and serving legal process on us within 180 days of any claim being rejected or by us and a competent court orders us to pay.

7.4. Supplementary Payments

- 7.4.1. With respect to the indemnity provided by this policy we will:
- 7.4.1.1. defend, in the insured's name or our own and on the insured's behalf, any claim or suit against the insured or us alleging such personal injury or property damage and seeking damages on account thereof even if any of the allegations contained in such claim or suit is groundless, false or fraudulent and we may further investigate, negotiate and settle any claim or suit as is deemed expedient;



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- 7.4.1.2. pay all reasonable charges, expenses and legal costs recoverable from or awarded against the insured in any such claim or suit and all interest accruing on our portion of any judgment that does not exceed the policy limit;
- 7.4.1.3. pay reasonable expenses, other than loss of earning, incurred by the insured, at our request in assisting us in the investigation or defence of any claim or legal action;
- 7.4.1.4. pay reasonable expenses incurred by the insured for the first aid rendered to others at the time of an occurrence for personal injury;
- 7.4.1.5. pay legal costs incurred by the insured with our consent for representing the insured at any coronial inquest or inquiry or any court of summary jurisdiction;
- 7.4.2. We will do this provided that:
 - 7.4.2.1. we will not be obliged to pay any claim or judgment or to defend any suit after the policy limit has been exhausted by payment of judgments or settlements.

7.5. *Insurer's rights after an event*

- 7.5.1. Upon the happening of any occurrence in respect of which a claim is or may be made under this policy, we and every person authorised by us, including attorneys, assessors and the like, may, without incurring any liability and/or diminishing any of our rights, rely on any condition of this policy to:
 - 7.5.1.1. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. The insured will not be entitled to abandon any property, but will be obliged to surrender it to us at our request if practical and reasonably possible to do so;
 - 7.5.1.2. insist that the insured keep and hold in safe custody any movable property which might be relevant and which tends to prove or disprove liability in the prosecution of the claim or any subsequent claim formulated by us.
 - 7.5.1.3. take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim. However no admission, statement, offer, promise, payment or indemnity will be made by the insured without our written consent.
 - 7.5.1.4. You must allow us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.



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

7.5.3. In respect of any section of this policy under which an indemnity is provided for liability, we may, upon the happening of any occurrence, pay the insured the limit of indemnity provided in respect of such occurrence or any lesser sum for which the claims arising from such occurrence can be settled and we will thereafter not be under further liability in respect of such occurrence.

7.5.4. You will be obliged to provide us with a detailed incident report supported by whatever relevant and necessary documentation might be necessary under the circumstances to enable us to assess the claim properly.

7.6. Fraud or wilful acts

7.6.1. You will lose all rights to claim under this policy if:

7.6.1.1. a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or

7.6.1.2. a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement, knowledge or consent or anyone acting on your behalf or under your direct control; or

7.6.1.3. information or documents in support of a claim, whether created by you or on your behalf or by an individual under your direct control, is not true, is not complete or is fraudulent; or

7.6.1.4. the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf or under your direct control.

7.6.2. The terms, specific conditions, general conditions and provisions of this policy will apply strictly and any breach thereof will render voidable the policy or alternatively, we can refuse to pay any claim in terms of the policy at our sole discretion.

7.7. Insured's right to contest

7.7.1. If an insured elects not to consent to a settlement that we recommend and wants to contest; defend or continue the legal proceedings, then we only cover the insured (subject to the policy limit) for:

7.7.1.1. the amount we could have settled for; less

7.7.1.2. the relevant excess listed in the schedule; plus

7.7.1.3. the claim investigation costs calculated to the date the insured elected not to consent to the settlement.



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7.8. Time Limits

- 7.8.1. If we reject a claim in writing, or if you dispute the amount of a claim which was made in writing, you may, within 180 (one hundred and eighty) days from the date of such communication, make written representations or institute legal proceedings against us.
- 7.8.2. We are not liable after 36 (thirty six) months from the date of the event that gives rise to a claim, unless the claim is the subject of court action or arbitration for amounts for which you may become legally liable.



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8. EXCLUSIONS

- 8.1. Unless specifically so noted in the schedule, we will not indemnify you in respect of liability directly consequent upon, or by, or in connection with injury to any person employed by the insured or in an apprenticeship and arising from and in the course of such employment with the insured.
- 8.2. We will not indemnify the insured in respect of any liability relating directly consequent upon or by or in connection with damage to:
- 8.2.1. property belonging to the insured;
- 8.2.2. property in the custody or control of the insured including property belonging to any partner, director or employee of the insured. This includes all equipment and property specifically hired to host or present the event for which you are responsible
- 8.2.3. claims for the cost of physical modifications to the premises, plant or equipment owned or occupied by the insured
- 8.2.4. the negligence of subcontractors or service providers of the insured; unless specifically noted to be included as per the Policy Schedule
- 8.2.5. damage as a result of the wilful misconduct, act or omission of volunteers;
- 8.2.6. damages to the venue(s) as described in the schedule, unless otherwise specified and noted in terms of the schedule and subject then to a pre- event and post - event inspection of the venue being conducted according to our specification;
- 8.2.7. unless otherwise specified in the schedule, to that part of any property on which the insured is or have been working such as the field; walls; pitch; grass or any surface
- 8.2.8. area of the venue, if such damage results directly from such work and if so noted in the schedule, subject then to a pre- event and post event inspection of the venue being conducted according to our specifications;
- 8.2.9. liability consequent upon injury or damage directly caused by or through or in connection with:
- 8.2.9.1. any advice or treatment of a professional nature (other than first - aid treatment) given or administered by or at the direction of the insured; unless specifically endorsed to be included.
- 8.2.9.2. any liability dealt with in the ROAD ACCIDENT FUND or any of its predecessors in title or any subsequent and similar legislation dealing with the same type of liability.
- 8.2.9.3. furthermore, the ownership, possession or use by, or on behalf of the insured of any mechanically and self-propelled vehicle or trailer or any watercraft, locomotive, DRONES or similar aerial devices and rolling stock whilst being used by the insured or a third party will not be covered.



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- 8.2.9.4. Any physical damage to any mechanically and self-propelled vehicle or trailer or any watercraft, locomotive, aerial devices or rolling stock whilst being used at an event, however caused
- 8.2.9.5. the ownership, possession, maintenance, operation or use of aircraft or an airline, hot-air balloon and all and any other aerial devices.
- 8.2.9.6. goods or products (including containers and labels) sold or supplied that is happening elsewhere other than the premises occupied by the insured;
- 8.2.9.7. any defect or error or omission from work that occurs after completion and handing over of such work.
- 8.2.9.8. unintentional; dishonest, fraudulent, criminal or malicious acts or omissions or any breach of fiduciary duty by any person entitled to indemnity under this policy;
- 8.2.9.9. vibration or by the removal or weakening of or interference with support to any land, building or other structure.
- 8.2.9.10. liability assumed by Policy (other than under the insured's own standard terms and conditions) as long as it has been accepted by us in writing, more specifically described as:
- 8.2.9.11. pollution or contamination, provided always that this exception will not apply where such seepage, pollution or contamination is caused by sudden unintended and/or an unforeseen occurrence; and/or
- 8.2.9.12. the cost of removing nullifying or cleaning up seeping, polluting or contaminating substances unless the seep-age was unintended and was as a result of an unforeseen occurrence.
- 8.2.9.13. fines, penalties, punitive, exemplary or vindictive damages, whether contractual; delictual or legislative.
- 8.2.9.14. intoxicating drugs and/or alcohol where a person has injured themselves due to their own intoxication
- 8.2.9.15. Unless included in the schedule, we will not cover any injury, damage or loss that was caused by an animal.
- 8.2.9.16. We will not be held liable for any person or third party contracting the Acquired Immune Deficiency Syndrome ("AIDS"), Hepatitis B, and Hepatitis C in any form whatsoever.
- 8.2.9.17. pyrotechnics, fireworks and related activities;
- 8.2.9.18. defamation, libel, slander or breach of copyright including the misuse of computer software;
- 8.2.9.19. asbestos and silicosis in whatsoever form or quantity;
- 8.2.9.20. consequential economic or pecuniary loss;
- 8.2.9.21. any form of performance, surety, credit or financial guarantee
- 8.2.9.22. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the insured; or any



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- 8.2.9.23. injury to members of the public attending the event, including sexual assault, sexual harassment, sexual molestation or rape, unless it is found by a competent court that the insured was negligent in not providing sufficient protection to the public in order to avoid such injury.
- 8.2.9.24. or indirectly caused by:
 - 8.2.9.24.1. an interruption event including but not limited to civil commotion, labour disturbances, riot, strike, lockout, or public disorder or any act or activity that is calculated or directed to bring about any of the foregoing, unless it is found by a competent court that the insured was negligent in not providing sufficient protection in order to avoid such damages from this cause.
 - 8.2.9.24.2. war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war;
 - 8.2.9.24.3. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege; or
 - 8.2.9.24.4. Terrorist actions, insurrection, rebellion or revolution;
- 8.2.9.25. any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- 8.2.9.26. any act that is calculated or directed to bring about injury or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial,
- 8.2.9.27. local or tribal authority, or for the purpose of inspiring fear in the public of any section thereof;
- 8.2.10. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in the abovementioned sections.
- 8.2.11. alleging a liability under a contractual warranty, guarantee or undertaking (unless liability would have existed regardless of the contractual warranty, guarantee or undertaking)
- 8.2.12. Foreign Courts Claims: this policy does not cover any action first brought in a court outside of the Republic of South Africa or any action brought in a court within the Republic of South Africa to enforce a judgment handed down in a court outside of the Republic of South Africa.



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- 8.2.13. Punitive and Exemplary Damages Claims. These claims include:
- 8.2.13.1. claims for punitive, aggravated or exemplary damages for fines or penalties,
- 8.2.14. Intentional Damages. These claims include:
- 8.2.14.1. claims arising from acts, errors or omissions by the insured or any person entitled to indemnity under this policy with the intention of causing a third -party loss, damage or injury, or with reckless disregard for the consequences; or
- 8.2.14.2. Any wilful breach of any statute, policy or duty by an insured or any person entitled to indemnity under this policy.
- 8.2.15. De-registration: Insofar as the insured is required by law to maintain a statutory registration in order to be entitled to practise or provide the professional services, claims arising from acts, errors, or omissions by or on behalf of the insured subsequent to the cancellation or suspension of such statutory registration.
- 8.3. Unless otherwise provided, nothing in this policy will give any rights to any persons other than the insured. Any extension providing indemnity to any person other than the insured will claim on behalf of such person/s. The receipt of the insured will in every case be a full discharge to us.
- 8.4. If alleged that, by reason of this exception, injury or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.
- 8.5. If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event, the policy will automatically lapse and if continuous cover is required additional premiums will become payable for a new policy.



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9. EXTENSIONS

- 9.1. The following extensions are deemed to be included (only if so stated in the schedule) and will be subject to the relevant indemnity limits and excesses as stated in the schedule as well as be subject to the same terms and conditions and/or provisions contained in this policy, provided that the aggregate liability limit of cover does not exceed the limit of the indemnity as stated in the schedule (whether any extension applies or not):
- 9.1.1. If the insured requests it, we will indemnify the insured against costs for which the insured who will become liable to pay to employees and/or third parties for immediate **emergency medical** treatment howsoever caused as may be necessary up to the limit of indemnity stated in the policy schedule. This section is payable immediately upon an accident but will cease as soon as the injured party has arrived at a medical facility.
- 9.1.2. If the insured requests it, we will indemnify the insured against damages for which the insured might become liable to pay for any **employee, partner or director** of the insured against costs and expenses incurred by or on behalf of such person with our written consent, in the defence of any action brought against such person in the course of his/her occupation with the insured arising from an alleged contravention of legislation, such consent to be given by us on the basis of specific terms and conditions.
- 9.1.3. If the insured has requested it, we will indemnify the insured only and the persons mentioned in the schedule responsible for the erection of the temporary structure if an injury or damage at the venue is directly caused by the collapse of the **temporary structure** for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.
- 9.1.4. If the insured has requested it, we will indemnify the insured against any loss, damage or injury directly caused by the supply of **food or drink** for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.
- 9.1.5. If the insured has requested it, we will indemnify the insured against loss, damage or injury directly caused by **spread of fire**, but not fire to the venue itself or any property in the care; custody or control of the insured, for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule



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9.1.6. If the insured has requested it, we will indemnify the insured against any loss, damage or injury directly caused by-

9.1.6.1. any loss, damage or injury directly caused to any person whilst **participating** in and during an insured sporting event up to the limit of indemnity in terms of the policy stated in the Schedule

9.1.6.2. assault or battery committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or be placed in custody by the police or a law enforcement officer.

9.1.6.3. injury, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of an investigation of acts of shoplifting or theft or defamation including defamatory statements, whether written or verbally made by the insured.

9.1.7. **Statutory Legal Defence Costs**

If the insured has requested it, we will indemnify the insured or any employee, partner or director of the insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of the insured or any employee, partner or director of the insured with our consent in the defence of any prosecution of the insured or any employee, partner or director of the insured arising from an alleged contravention of any statute in the course of the business during the period of insurance.

Provided that:

9.1.7.1 in the case of an appeal, we shall not indemnify such person unless a senior counsel approved by us shall advise that such appeal should, in his opinion, succeed.

9.1.7.2 we shall not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon.

9.1.7.3 such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.

9.1.8 **Wrongful arrest and defamation**

If the insured has requested it, we will indemnify the insured or any employee, partner or director of the insured against damages:

9.1.8.1 resulting from wrongful arrest (including assault in connection with such Wrongful arrest);



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9.1.8.2 in respect of defamatory statements whether written or verbal; provided always that the limits of indemnity shall not exceed the amount stated in the schedule.

10. OTHER INSURANCE

- 10.1. The insured must immediately advise us in writing of any insurance already affected or which may subsequently be affected covering in total or in part and whether absolutely or contingently, the risk, or any part of it, covered by this policy.
- 10.2. If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.
- 10.3. Unless otherwise noted in the schedule, where more than one insured is named in the schedule, we will indemnify each insured separately and not jointly, provided that our aggregate liability does not exceed the limit of the indemnity stated in the schedule.
- 10.4. Subject to it being noted differently in the schedule, and save for as provided for in terms of this clause 10, we will also not cover any insured in the event of any co-insured proceeding with litigation against a fellow co-insured for any cause of action covered in terms of this policy.

11. INFORMATION THAT AFFECTS THE RISK

- 11.1. We may declare the whole or any part of this policy invalid if you have not given us all the details that affect the risk; or

12. THE EXCESS

- 12.1. We only cover the insured (up to the policy limit) for that part of the covered claim above the excess.
- 12.2. The insured must pay only one excess for all covered claims or losses covered by this policy arising from the same claim.
- 12.3. Should a claim arise from various incidents occurring at the same event, an excess shall apply in respect of each incident.



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13. LOSS PREVENTION

13.1. The insured shall, as a condition to cover under this policy, take all reasonable steps to prevent any act, error, omission or circumstance which may cause or contribute to any claim or loss that may be covered under this policy.

14. GENERAL PROVISIONS

14.1. The insured may not cancel the policy and reclaim premiums paid after written acceptance has been received from us, except following the cancellation of the insured event.

14.2. Before this policy came into effect, we were provided with information by or on behalf of the insured in the proposal. We have relied on this information to decide whether to enter into this policy and on what terms.

14.3. If any of that information is wrong or false, it may affect entitlement to cover under this policy.

14.4. This policy is in force for the period of insurance stated in the Schedule.

14.5. If full payment of the gross premium as stated in the schedule is not made, there is no cover.

15. GENERAL PROVISIONS – CLAIMS

15.1. Any claim made in writing against the insured as a result of an occurrence reported in terms of the (herein termed occurrence) will be treated as if it had first been made against the insured on the same day that the insured reported such occurrence to us.

15.2. The insured must give notice to us of any fact, occurrence or circumstance that materially changes the assessment of the risk and premium charged at the time when the policy was effected. Failure to notify us will render the policy void, alternatively, we will not have to pay out a claim, the choice of which will be at our sole discretion.

15.3. We do not provide cover for any of the following claims, (or losses or liabilities) or any associated costs:

15.3.1. known claims and known circumstances that include:

15.3.1.1. known claims (or losses) as at the inception date of this policy; or

15.3.1.2. claims (or losses) arising from a known circumstance; or

15.3.1.3. claims (or losses) directly or indirectly based upon, attributable to, or in consequence of any such known circumstance or known claims (or losses); or

15.3.1.4. claims (or losses) disclosed in the proposal or arising from facts or circumstances disclosed in the proposal;
or



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- 15.3.1.5. to the extent that the policy is endorsed or amended mid-term, for any claim that arose from a known circumstance (as set at the effective date of the amendment / endorsement) to the extent that the claim would not have been covered by the policy before such amendment/endorsement.
- 15.4. If there is any fact or misstatement in the proposal that relates to an insured, we do not attribute it to any other insured, for the purposes of this policy, unless the insureds were aware of the misstatements.
- 15.5. In the event of amounts recoverable from us being delayed, pending finalisation of any claim, payment on account may be made to the insured, if required, at our sole discretion.

15.6. *Specific conditions*

- 15.6.1. It is warranted by the insured that it will fully comply with all and any legislation relating to the organising of the event forming the subject of this policy, as contained in the various relevant acts; regulations and ordinances that might be applicable from time to time and the insured warrants further that it has taken all steps to comply therewith for purposes of this policy and for the holding of the event.
- 15.6.2. Any non- compliance with such legislation could void our liability under this policy.

15.7. *Jurisdiction*

- 15.7.1. This policy is governed by the law of the Republic of South Africa whose courts will have sole jurisdiction for the adjudication of any dispute that might arise in terms of this policy.

Cancellation or Lapsing of the Policy

- 15.7.2. In the event of cancellation or Lapsing of the policy:
- 15.7.2.1. Any claim resulting from a reported occurrence, first made in writing against the insured during the 6 (six) months immediately following the cancellation will be treated as having been made against the insured on the same day that the insured reported the occurrence. If the claimant is a minor, the period of 36 (thirty six) months will be extended until the expiry of 12 (twelve) months after the attainment of the majority of the claimant.
- 15.7.2.2. such reported occurrence happened during the period that the insured held insurance with us; and that
- 15.7.2.3. any subsequent claim reported in writing against the insured as a result of such occurrence will be treated as if it had first been reported on the last day preceding the cancellation and is subject to, the 6 (six) month period and extended period of 36 (thirty six) months if the claimant is a minor as more specifically set out in clause 15.7.2.1 above.



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15.7.3. Any series of claims made against the insured in writing by one or more than one claimant during any period of insurance consequent upon one occurrence or a series of occurrences with one original cause or source will be treated as if they all had been made against the insured:

15.7.3.1. on the date that the occurrence was reported in writing by the insured in terms of the general conditions;
or

15.7.3.2. If the insured was not aware of any occurrence that could have given rise to a claim, on the day that the first claim of the series was reported in writing against the insured.

15.7.4. It must be clearly noted that if the policy was cancelled or lapsed due to non-payment of premium or due to any breach on behalf of you or any party noted as the Insured then no cover will be effective for any part or period.

15.8. *Amendments to conform to Law*

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law