

Here is your new Insurance Policy. Please examine it carefully, together with the Schedule. Please make sure that it is correct and provides the agreed cover. If the Limit of Indemnity as stated in the Schedule is zero or is left blank with no stated amount, then you have elected not to have taken out cover for that section of the Policy. If it is incorrect, please tell us and return it to us immediately.

## INDEMNITY AGREEMENT

ITOO Special Risks PTY Limited (hereinafter referred to as the Company) in consideration of the Insured having paid the premium and on the basis that any information provided in connection with any proposal or submission made to the Company shall be the basis of, and incorporated into, this contract, will, subject to the terms, exceptions, conditions, endorsements, and Limit of Indemnity of this Policy, and after application of the Deductible, indemnify the Insured as hereinafter provided for in the Operative Sections against all sums that the Insured shall become legally liable to pay in respect of accidental Bodily Injury or loss of, or damage to, Property, including claimant's costs and expenses, which arises during or in connection with the Event and occurs during the Period of Insurance.

## DEFENCE COSTS

The Company will, subject to the Deductible, also pay:

- A. All other costs and expenses incurred with the Company's prior written consent in respect of the investigation, defence or settlement of any Claim that may be the subject of indemnity under this Policy.

It is expressly understood and agreed that the Defence Costs, as set out above and for which the Company may agree to pay from time to time, shall not be in addition to the Limit of Indemnity stated in the Schedule. The Company's total liability to pay in accordance with the Indemnity Agreement all sums for which the Insured is legally liable to pay, claimant's costs and expenses and Defence Costs for a Claim shall not exceed the Limit of Indemnity.

## GENERAL DEFINITIONS

1. **Insured** shall mean the person, club, organisation, company or entity stated in the Schedule.
2. **Bodily Injury** shall mean death, injury, illness or disease to a person including nervous shock, mental anguish or mental illness.
3. **Claim** shall mean any one occurrence or series of occurrences with one originating cause, arising during or in connection with the Event, which gives rise to a valid claim or series of claims under one or more of the Operative Sections of this Policy, irrespective of the number of injured persons or actual or alleged claimants, and whether or not brought individually or by way of class action by the claimant or claimants concerned.
4. **Event** shall mean the activity, function, festival or events as more fully described and recorded in the Schedule.
5. **Property** shall mean tangible property and excluding, for the avoidance of any doubt, plant life, playing fields, information (including electronically stored information), intellectual property or intangible property rights of any kind, or any value therein.

6. **Employee** shall mean:

- (a) any person under a contract of employment or apprenticeship with the Insured;
- (b)
  - (i) any labour master or labour or person supplied by any of them;
  - (ii) any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured;
  - (iii) any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme;
  - (iv) any authorised voluntary persons;

7. **Product** shall mean any goods (including packaging, containers, labelling, instructions or advice, provided in connection therewith):

- (a) sold, supplied or distributed by or on behalf of the Insured;
- (b) erected, repaired, serviced, altered, treated or installed by the Insured;

in the course of or during the Event, and which have left the care, custody or control of the Insured.

8. **Pollution Hazard** shall mean:

- (a) actual, alleged, or threatened:
  - (i) ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
  - (ii) subsequent spread, migration, or movement of Pollutants following (i) above;
- (b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties.

9. **Pollutants** shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

10. **Limit of Indemnity** shall mean the total liability of the Company for all amounts payable in accordance with the Indemnity Agreement, and shall not exceed the amount stated in the Schedule. If an Event gives rise to a Claim or a series of Claims which forms the subject of an indemnity under more than one Operative Section of the Policy (subject to the terms and conditions of the Policy), each Operative Section shall apply separately and be subject to its own separate Limit of Indemnity, provided that the total amount of the Company's liability shall at all times be limited to the greatest Limit of Indemnity available under any one of the Operative Sections affording indemnity for the Claim or series of Claims. The Limit of Indemnity shall be determined with reference to the Schedule, or such other limit as may apply by virtue of an Endorsement to or specific sub-limit set out in this Policy.

11. **Deductible** shall mean the amount stated in the Schedule, which shall be payable by the Insured for each Claim in respect of all damages, claimant's costs and expenses and Defence Costs before the Company shall be liable to make any payment under this Policy.
12. **System Failure** shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:
- (i) the response of a Computer to any date or date change; or
  - (ii) the failure of a Computer to respond to any date or date change; or
  - (iii) any loss of, damage to, change or corruption in, data or software on a Computer or Computer system; or any Computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a Computer, Computer system, or Website.

Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.

13. **Terrorism** shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

Terrorism includes but shall not be limited to:

- (i) the use of violence against any person;
- (ii) the causing of loss of, or damage to, Property;
- (iii) acts which endanger a person's life;
- (iv) acts involving the use of biological or chemical materials or weapons, or any nuclear device, nuclear material, or radioactive substance;
- (v) acts which create a risk to the health of an individual, the public, or any section of the public;
- (vi) acts designed or intended to interfere with, disrupt, or cause the malfunction of, any electronic or mechanical equipment.

14. **Pure Financial Loss** shall mean any pecuniary or economic loss or expense.
15. **Period of Insurance** means the period of time specified in the Schedule unless the policy is cancelled in which event the Period of Insurance will end on the effective date of the cancellation.
16. **Dangerous Activity** shall mean, in connection with the Event, any activity, game, function, sport, amusement, display, competition or fund raising function organised by the Insured or on behalf of the Insured for which the Insured is responsible, involving:
- (i) fireworks, bonfires and/or pyrotechnical devices.
  - (ii) fairground rides or mechanical or electrical rides of any kind;
  - (iii) ballooning or flying of any description;
  - (iv) persons riding on animals;
  - (v) shooting ranges for guns or archery;



## **SECTION 1 - PUBLIC LIABILITY**

This Section shall indemnify the Insured in accordance with the Indemnity Agreement for:

- A. Bodily Injury to any person;
- B. Loss of, or damage to, Property;

occurring during the Period of Insurance anywhere within the Geographical Limits defined below and subject to the terms, specific and general exceptions, general conditions and the remaining provisions of the Policy.

### **Geographical Limits**

Shall mean for the purposes of this Section

- (a) The Republic of South Africa, Namibia, Botswana, Mozambique, Lesotho, Swaziland, Zimbabwe and Malawi
- (b) Elsewhere in the World excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the Event organised by the Insured at or from any premises situated in any of the countries specified in (a) above.

The Company's total liability under this Operative Section of the Policy to pay all sums for which the Insured is legally liable including claimant's costs and expenses and Defence Costs in respect of a Claim shall not exceed the Limit of Indemnity stated in the Schedule.

However, and notwithstanding anything to the contrary herein, where in respect of the specific extensions to this Operative Section of the Policy, the Limit of Indemnity states "in the annual aggregate" in the Schedule, the Company's total liability to pay all sums for which the Insured is legally liable including claimant's costs and expenses and Defence Costs for all Claims arising in any one Period of Insurance shall be limited to the stated amount in the Schedule, irrespective of the number of Claims.

### **SPECIFIC EXCEPTIONS APPLICABLE TO SECTION 1 ONLY**

The Company shall not indemnify the Insured in respect of liability directly consequent upon or by or in connection with loss of damage:

- 1. to Property belonging to the Insured, Employee's or visitor's personal effects.
- 2. to Property in the custody or control of the Insured more specifically defined as:
  - (a) Property belonging to any partner, director or Employee of the Insured or sub-contractor;
  - (b) To vehicles and their contents and accessories whilst using parking facilities provided by the Insured and/or available at the Event.
- 3. to the venue at which the Event takes place;
- 4. to that part of any Property on which the Insured is or has been working if such damage results directly from such work;

5. arising from the ownership, possession, or use by or on behalf of the Insured or an Employee of the Insured, of:
  - (a) any mechanically propelled vehicle, motorised bike or bicycle of any kind or attached trailer, but this exception shall not apply to liability caused by:
    - (i) the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
    - (ii) any self propelled mechanical vehicle, plant, or any machinery or apparatus attached to any other vehicle, whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security.
  - (b) any aircraft or other aerial device.
  - (c) any hovercraft, watercraft, offshore installation or other water device.
6. arising from any Product other than food or drink provided for consumption at the event.
7. arising from the acts of Employees, or persons acting on the Insured's behalf, whilst restraining, prohibiting entry to, or removing, any persons at the premises at which the Event takes place which results in Bodily Injury, or loss of, or damage to, Property, where the force used is considered excessive or gratuitously violent in nature by the Company.
8. arising from any performance, surety, credit, financial guarantee or any other circumstance (whether financial or otherwise) which leads to the cancellation, abandonment or postponement of the Event.
9. arising from the effects of any alcoholic or any illegal substance including prescribed drugs or medication.
10. unless otherwise agreed by the Company and acknowledged by specific endorsement to this Policy arising from:
  - (a) a Dangerous Activity;
  - (b) actual or attempted physical contact with or challenge to any participant, intended or unintended, in the course of any sports or competitive activity organised by the Insured or on behalf of the Insured or for which the Insured is responsible;

#### **EXTENSIONS APPLICABLE TO SECTION 1 ONLY - IF STATED IN THE SCHEDULE TO BE INCLUDED**

Subject to all the terms, Exceptions, Conditions and Endorsements of this Policy, and where the extensions are stated to be included in the Schedule, the Insured shall be indemnified as below.

## **Aggregate Limit of Indemnity**

In respect of those extensions that the Company has agreed to indemnify the Insured, the Company's total liability to pay all for all sums under these extensions for all Claims arising in any one Period of Insurance shall be part of and not in addition to the stated Limit of Liability in the Schedule in respect of Section 1, Public Liability. Deductible

The extensions are also subject to the Deductible as stated in the Schedule.

### **1. Wrongful Arrest and Defamation**

The Company shall indemnify the Insured in accordance with the Indemnity Agreement consequent upon Bodily Injury or loss of, or damage to, Property at or during the Event, for which the Insured shall become legally liable to pay to third parties, directly caused by:

- (a) wrongful arrest, detention or imprisonment;
- (b) defamation of character;

### **2. Damage to leased or rented premises**

Notwithstanding Exceptions 3 to this Section, the indemnity provided under this Section shall extend to include liability for loss of, or damage to, premises (including fixtures or fittings) leased or hired by or rented to the Insured under a written contract or agreement, but this extension shall not apply to liability:

- (a) assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
- (b) for fire or any other peril against which such contract or agreement requires that insurance is effected;
- (c) arising out of breach of any term, condition, or warranty, under any other applicable insurance policy

### **3. Statutory Legal Defence Costs**

The Company will pay legal costs incurred by the Insured or at the Insured's request by any director, partner (where the Insured is a partnership) or Employee of the Insured for the defence of a prosecution (including an appeal against a conviction) for a breach of statute or amending legislation with similar intent enacted within South Africa, committed or alleged to have been committed during the Period of Insurance in the course of the Event, provided that:

- (a) the prosecution arises out of the Event which is the subject of this Section;
- (b) the Company shall not be liable for fines or penalties of any kind;
- (c) the Insured is not entitled to indemnity under any other policy;
- (d) the proceedings are not consequent upon any deliberate act or omission by:
  - i. the Insured;
  - ii. any director or partner of the Insured;
  - iii. any Employee with any specific responsibility for compliance with any legislation which could reasonable have been expected to constitute a breach of the said legislation

### **4. Emergency Medical Expenses**

The Company will indemnify the Insured in accordance with the Indemnity Agreement for all reasonable expenses incurred by the Insured for such immediate emergency medical treatment as

may be necessary at the time of an accident causing Bodily Injury to third parties who may be the subject of a claim for indemnity by the Insured in terms of this section.

5. **Claims Preparation Costs**

The policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Company to substantiate the amount of any Claim

6. **Member to Member Liability**

If the Insured is a voluntary association consisting of members, the Company will provide an indemnity to each member of the Insured in respect of a legal liability that such member/s may have to third parties for Bodily Injury or loss of, or damage to, Property, in connection with the Event, in the same manner and to the same extent as if a separate Policy had been issued to each member; provided that any member claiming an indemnity under this Policy is a fully paid up, legitimate and valid member of the Insured whose membership has not been suspended, revoked or withdrawn for any reason

7. **Collapse of Temporary Construction and Scaffolding**

Notwithstanding General Policy Exceptions applicable to all the sections of the policy, 15 the Company will indemnify the Insured consequent upon Bodily Injury or loss of, or damage to, Property at or during the Event, for which the Insured shall become legally liable to pay to third parties, directly caused by;

- (i) the collapse of temporary construction, tent, marquee, portable structure of any kind
- (ii) the collapse of any of any temporary spectator stands or seating supported by scaffolding.

It is a condition precedent to liability that, at the time of an incident giving rise to a claim in terms of this extension, that the Insured shall comply fully with all applicable legislation and regulations pertaining to the Event.



## **SECTION 2 - PRODUCTS LIABILITY**

This section shall indemnify the Insured in accordance with the Indemnity Agreement for:

- A. Bodily Injury to any person;
- B. Loss of, or damage to, Property;

caused directly by any Product of the Insured during the Period of Insurance and subject to the terms, specific and general exceptions, general conditions and the remaining provisions of the Policy.

### **Geographical Limits**

Shall mean for the purposes of this Section

- (a) The Republic of South Africa, Namibia, Botswana, Mozambique, Lesotho, Swaziland, Zimbabwe and Malawi
- (b) Elsewhere in the World excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the Event organised by the Insured at or from any premises situated in any of the countries specified in (a) above.

The Company's total liability under this Operative Section of the Policy in respect of the Limit of Indemnity is "in the annual aggregate" as stated in the Schedule and accordingly the Company's total liability to pay all sums for which the Insured is legally liable including claimant's costs and expenses and Defence Costs for all Claims arising in any one Period of Insurance shall be limited to the stated amount in the Schedule, irrespective of the number of Claims.

For the avoidance of any doubt, a Claim as defined in this Policy shall in respect of this Operative Section include any one occurrence or series of occurrences relating to or arising from the same or similar fault in design, manufacture, instructions for use, packaging or labeling or attributable to the sale or supply of the same Product or Products showing the same or similar failure, defect or hazard.

### **SPECIFIC EXCEPTIONS APPLICABLE TO SECTION 2 ONLY**

The Company shall not indemnify the Insured under this Section against liability:

- (a) arising from any Product exported directly or indirectly to the United States of America and/or Canada and/or their respective possessions or protectorates;
- (b) arising from any Product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device.

### SECTION 3 - EMPLOYERS' LIABILITY

This Section shall indemnify the Insured in accordance with the Indemnity Agreement for Bodily Injury sustained by any Employee during the Event and arising out of and in the course of their employment by the Insured caused during the Period of Insurance and subject to the terms, specific and general exceptions, general conditions and the remaining provisions of the Policy:

(a) in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

The Company's total liability under this Operative Section of the Policy to pay all sums for which the Insured is legally liable including claimant's costs and expenses and Defence Costs in respect of a Claim shall not exceed the Limit of Indemnity stated in the Schedule.

#### SPECIFIC EXCEPTIONS APPLICABLE TO SECTION 3 ONLY

The Company shall not indemnify the Insured under this Section against liability:

1. **Gradual impairment**  
For disease, illness or impairment attributable to a gradually operating cause which cannot be identified as having arisen out of a specific sudden and unforeseen event.
2. **Occupational Disease**  
Arising from silicosis, black lung, brown lung or mesothelioma, and/or sickness resulting from occupational hazards at work.

#### GENERAL POLICY EXCEPTIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

The Company shall not indemnify the Insured under Sections 1,2 and 3 against liability:

1. **War and Terrorism**  
Arising directly or indirectly in consequence of, civil commotion, labour disturbances, riot, strike, lockout or public disorder war, invasion, act of foreign enemy, hostilities whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, Terrorism, military or usurped power, confiscation or requisition by any competent authority, or nationalisation.
2. **Employee**  
For Bodily Injury sustained by an Employee, which arises out of and/or in the course of his employment or engagement by the Insured or any liability attaching to the Insured by virtue of any workmen's compensation, unemployment compensation or disability benefits law or any similar law or regulation.
3. **Pollution**  
Arising directly or indirectly from any Pollution Hazard arising:
  - (a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
  - (b) elsewhere in the World, other than in those countries or territories referred to in (a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance.

The indemnity granted shall not extend to Claims arising directly or indirectly from any Pollution Hazard, that involves bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

The total indemnity payable under both Section 1 and Section 2 shall be the Limit of Indemnity for Section 1 stated in the Schedule, either in respect of any one Claim or in the aggregate during the Period of Insurance.

4. **Contractual Liability**

That is assumed by the Insured under a contract or agreement, unless such liability would have attached to the Insured in the absence of the said contract or agreement.

This exception shall include any liability that -

- (a) arises under any penalty clause or in respect of fines or liquidated damages; or
- (b) arises out of the sole negligence of third parties; or
- (c) attaches by virtue of any waiver of subrogation rights against third parties; or
- (d) arises by reason of Personal Injury to any employee of third parties;

Unless, once again, such liability would have attached to the Insured in the absence of the said contract or agreement.

5. **Professional Services**

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

6. **Efficacy**

Arising out of the failure of a Product, or any part thereof, to fulfill the purpose for which it was intended, or to perform as specified, warranted, or guaranteed; but this Exception shall not apply to consequent Bodily Injury or loss of, or damage to, Property.

7. **Recall**

Arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

8. **Fines Penalties and Punitive**

For fines, penalties, punitive damages, or exemplary damages, constitutional damages of a punitive nature.

9. **Advertising**

Arising out of any form of defamation or from malicious falsehood:

- (a) made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
- (b) related to advertising, publishing, broadcasting, or telecasting activities,

conducted by or on behalf of the Insured.

10. **Toxic Substances**

Arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of lead, formaldehyde, or polychlorinated biphenols, or other materials, which the Insured knows, or has reason to suspect, contains lead or formaldehyde or polychlorinated biphenols.

11. **Radioactive Contamination**

Of whatsoever nature, directly or indirectly, caused by or contributed by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof where such legal liability is:
  - (i) the liability of any principal; or
  - (ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

12. **System Failure**

Associated with, or caused by, a System Failure, if a System Failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

13. **Pure Financial Loss**

For Pure Financial Loss, unless such Pure Financial Loss is a direct result of Personal Injury or loss of, or damage to, Property, for which indemnity is provided by this Policy.

14. **Asbestos**

Arising directly or indirectly from any actual or alleged liability whatsoever for any claim, event or loss or losses caused by, arising out of, resulting from, in consequence of, any way involving, or to the extent contributed to by the hazardous nature of asbestos in whatever form or quantity.

15. **Collapse of Temporary Construction and Scaffolding**

Arising directly or indirectly from Bodily Injury, or loss of, or damage to, Property

- (a) the erection or dismantling by the Insured or on behalf of the Insured of any stage, tent, marquee, portable structure or any other temporary structure of any kind;
- (b) the erection or dismantling by the Insured or on behalf of the Insured of any of any temporary spectator stands or seating supported by scaffolding.

16. **Infectious Disease / Epidemic / Pandemic**

Arising directly or indirectly from any actual or alleged liability whatsoever for any claim, event or loss or losses caused by, arising out of, resulting from, in consequence of, any way involving, or to the extent contributed to:

- a) any infectious or communicable virus, bacteria, disease;
- b) any declared or classified epidemic or pandemic, whether such declaration or classification takes place before or after the commencement of the Policy; and/or
- c) any mutation or variation of any such infectious or communicable virus, bacteria or

disease, epidemic or pandemic.

**17. Sanctions**

Neither Hollard Insurance Company Limited (the insurer), nor any of its reinsurers shall be deemed to provide cover and no (Re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Hollard Insurance Company Limited and/or its Reinsurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

**18. Cyber Loss**

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. 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 loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion or any other part of this policy .
3. If the Insurer alleges that by reason of this exclusion any CYBER LOSS sustained by the Insured is not covered by this policy, the burden of proving the contrary shall fall to the Insured.

Definitions

1. **CYBER LOSS** means 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.



2. **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 actual access to, processing of, use of or operation of any COMPUTER SYSTEM.
3. **CYBER INCIDENT** means:
- 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 or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.
4. **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.
5. **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.

partial

### 19. **State Capture Exclusion**

It is hereby understood and agreed that the Insurers shall not be liable to make any payment arising out of, based upon or attributable to any claim or loss or costs or expenses made against or incurred by the Insured arising out of, based upon, or attributable to any allegation of alleged or actual involvement in any act, omission, wrongdoing or breach of any kind arising from, attributable to or based upon any involvement in "State Capture" referred to in the Public Protector's Report dated 14 October 2014 or any subsequent report, investigation, judicial proceedings, judicial inquiry or commission or other inquiry by any official body in relation to any act of favouritism, bribery, corruption, gaining of profit or advantage of any kind to which the Insured is not legally entitled to at any entity or organ of state. Official body shall mean: any regulator, government body, government agency, parliamentary commission, official trade body, or any similar body having legal authority to investigate the affairs of the Insured or a client of the Insured, or the equivalent body in any other applicable jurisdiction.



### GENERAL POLICY CONDITIONS

1. **Observance of Terms**

The Insured shall abide by and fulfill all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured. The truth of the statements, answers, and information, supplied in connection with this Policy shall be a condition precedent to any liability of the Company to indemnify the Insured.

2. **Claims Notification**

It shall be a condition precedent to liability that the Insured shall:

- a) as soon as reasonably possible give written notice to the Company of any circumstance(s) that may give rise to a claim being made against the Insured, and for which there may be liability under this Policy;
- b) as soon as reasonably possible give written notice to the Company when a claim is actually made against the Insured (whether written or oral), and for which there may be liability under this Policy;
- c) advise the Company in writing as soon as reasonably possible when the Insured has knowledge of any impending prosecution, inquest, or fatal accident inquiry, in connection with any circumstance(s) or claim(s) notified under (a) or (b);
- d) All notifications relating to claims or circumstances must be in writing to ITOO Special Risks Pty LTD facsimile to + 27 (11) 351 8071.

3. **Claims Co-operation**

It shall be a condition precedent to liability that in respect of any circumstance notified to the Company or any claim itself, the Insured shall:

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

4. **Claims Control**

The Company shall be entitled, at its own discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

5. **Fraud**

The right to an indemnity under this Policy shall be forfeited if a claim is fraudulent in any respect.



### 6. **Deductible**

The Deductible shall be subject to the following provisions:

- (a) Where the Company has incurred expenditure in the defence and/or settlement of any claim the Deductible shall be payable in whole or in part:
  - (i) at any stage when in respect of a claim sums have been paid in respect of damages, claimant's and expenses and/or defence costs and loss adjusting expenses; or
  - (ii) at the settlement or closure of any claim; or
  - (iii) where at its own discretion the Company so requires.
- (b) The Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the Deductible to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured shall immediately reimburse the Company for the payment.
- (c) The terms of this Policy, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the Deductible.

### 7. **Discharge of Liability**

The Company may at any time, at its own discretion, pay to the Insured the Limit of Indemnity under this Policy, or any lesser sums for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), shall not be under further liability, except for the payment of Defence Costs and expenses already agreed and incurred. Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of Indemnity, the Company's liability by virtue of a judgement or settlement for such costs and expenses, shall not exceed an amount being in the same proportion as the Limit of Indemnity bears to the total payment made by or on behalf of the Insured in settlement of the claim(s).

### 8. **Subrogation**

If any payment is to be made under this Policy in respect of a claim, the Company shall be subrogated to all rights of recovery of the Insured whether or not payment has in fact been made and whether or not the Insured has been fully compensated for its actual loss. The Company shall be entitled to pursue and enforce such rights in the name of the Insured, who shall provide the Company with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The Insured shall do nothing to prejudice these rights. Any amount recovered in excess of the Company's total payment shall be restored to the Insured less the cost to the Company of such recovery. The Company agrees not to exercise any such rights of recovery against any Employee unless the claim is brought about or contributed to by the dishonest, fraudulent, intentional, criminal or malicious act or omission of the Employee. In its sole discretion, the Company may, in writing, waive any of its rights set forth in this Subrogation Clause.



## EVENTS LIABILITY



### 9. **Reasonable Precautions and Undertakings**

It shall be a condition precedent to the Company's liability under this Policy that:

- (a) The Insured shall, at their own expense, take all reasonable care and exercise all reasonable precautions in order to prevent, avoid or minimise any accident or loss at or during the Event.
- (b) The Insured shall comply fully with all applicable legislation and regulations pertaining to the Event, including but by no means limited to the organization of the Event, the Event itself and any activities offered at the Event.

### 10. **Alteration of Risk**

The Insured shall give the Company immediate written notice of any alteration which materially affects the risks insured, and the Company shall not be under any obligation to indemnify the Insured in respect of any claim(s):

- (i) until the Company has agreed in writing to accept the altered risk; and
- (ii) the Insured has paid or agreed to pay any additional premium required by the Company.

### 11. **Non-Disclosure**

This Policy shall be voidable by the Company in the event of any misrepresentation, mis-description, or non-disclosure of any material fact, by or on behalf of the Insured.

### 12. **Interpretation**

This Policy together with the Schedule and such endorsements as the Company may agree to from time to time shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear. Headings in this Policy are included for convenience only and shall not affect the interpretation or construction of the Policy.

### 13. **Other Insurances**

If at the time of any claim(s) there is any other policy of indemnity or insurance in favour of, or effected by or on behalf of the Insured, applicable to such claim(s), the Company shall not be liable under this Policy to indemnify the Insured in respect of such claim(s), except in respect of any amount in excess of that payable under such other policy of indemnity or insurance, subject always to the applicable Limit of Indemnity of this Policy and its terms and conditions.

### 14. **Adjustments**

Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured shall:

- (a) keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;
- (b) within one month of the expiry of each Period of Insurance furnish to the Company such information as the Company requires for such expired period and the premium for such period shall thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

**ITOO Special Risks (Pty) Ltd · Reg. No 2016/281463/07**

**An authorized Financial Services Provider · FSP number 47230**

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15. **Cancellation**

The Company may cancel this Policy by sending thirty days notice by registered letter to the Insured at their last known address, or that of their agent or intermediary. In such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance, less any sums due from the Insured to the Company; provided always that no claim(s) or circumstance(s) have been notified to the Company. In the event that any claims or circumstances have been notified to the Company, then the Company reserves the right to withhold such return premium until such claims or circumstances are settled or a release from liability is received from the Insured. If the sum total of all claims paid exceeds the calculated pro rata time on risk charge, the Company reserves the right to deduct the amount of the excess from the return premium which would have been allowable.

16. **Law**

This Policy is subject to and shall be interpreted in accordance with the law of the Republic of South Africa.

17. **Amendment**

No amendment to this Policy shall be effective other than by way of a written endorsement issued and signed by the Company to the Policy.

18. **Offset of Premium**

The Company shall be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under this Policy, any sums owed to the Company by the Insured in respect of Premium(s) due under this Policy.

19. **The privacy of your personal information**

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

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Accessing your medical information:** We may ask you to undergo any necessary medical testing, blood testing and examinations. We may also ask you to send us any medical information we need to accurately assess our risk or your claims.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.

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## EVENTS LIABILITY



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